



SaaS Agreement (the "Agreement")

DISCLAIMER: UNLESS A SEPARATE AGREEMENT IS IN PLACE, THIS AGREEMENT TAKE PRECEDENCE

This Agreement is entered into in accordance with the date of the approved Order Form (the "Effective Date") by the Customer Name listed in the same Order Form ("Customer") and Information Marketing Group Inc., part of Harris Education Solutions of 2429 Military Road, Suite 300, Niagara Falls, NY 14304 ("Vendor").

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- a) "Confidential Information" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Vendor shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Vendor may provide to Customer from time to time, including, without limitation, all information disclosed by Vendor relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Vendor shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Vendor may provide to Customer from time to time, including, without limitation, the terms and conditions of this Agreement and all information disclosed by Vendor relating to the security of its facilities, computer systems and products.
- b) "Customer Data" means all data that is provided by Customer to Vendor and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.
- c) "Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.
- d) "Professional Services" means the product implementation, training, and/or other professional services to be provided by Vendor to Customer to the extent purchased by Customer under an Order Form.
- e) "Services" and "Software Services" each means the web-based service(s) commonly referred to as a "Software as a Service" (SaaS) solution to be provided by or on behalf of Vendor under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by Vendor and the delivery of non-exclusive access via the Internet to Customer to use the Software, as a service, granted to Customer pursuant to Section 2 hereof.
- f) "Software" means the software product(s) that are owned by Vendor, delivered as a SaaS solution (i.e. web-based Services) as specified in the applicable Order Form.
- g) "Subscription Term" means the period of time during which Users are permitted to use the Services hereunder, as specified in the applicable Order Form and including all renewals or extensions thereof.
- h) "Support Services" means those support services to be provided by the Vendor Support team as further described in



Schedule "A" to this Agreement during the duration of the Term.

- i) "Third Party Components" means software, hardware, or services that are not owned by Vendor but which are required for the Services and Software Services to be made available to the Customer.
- j) "User" means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Services.

2. Restrictions on Use

- a) Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Vendor.
- b) Customer shall not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- c) Customer shall not make the Software Services available to or use any of the Software Services for the benefit of, any third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 2 hereunder.
- d) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets.
- e) Customer shall not access the Services, or provide the results of using the Services, in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; (iii) allow access to the Services to any competitor of Vendor; or (iv) for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- f) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; (v) includes unsolicited bulk e-mails, advertisements or solicitations; or (v) that is otherwise infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.
- g) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- h) Automated Access and AI Restrictions. Customer shall not, and shall not permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Services, its outputs, or proprietary data, in any manner that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or system outputs; (b) evaluates, analyzes, benchmarks against, reverse engineers or replicates the functionality, processes, workflows, features or algorithms of the Services; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system. Customer is responsible for any such prohibited activity performed by its users, contractors, or systems acting on its behalf.
- i) In addition to its termination rights under Section 10, Vendor may restrict or limit Customer's access to the Services if Vendor determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein. Vendor will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will only restore Customer's access after Vendor has assurance, in its discretion, that such conduct has been permanently discontinued. In addition to and without limiting the



foregoing, Vendor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that Vendor determines are either in violation of this Agreement or any applicable laws, or pose any risk of any kind or nature to Vendor or its service provider's network, business or other customers.

- j) Furthermore, in respect of the hosting environment, the Customer agrees that it may not and nor may it attempt to
- (a) modify, alter, tamper with, repair, or otherwise create derivative works related to the hosting environment,
 - (b) reverse engineer, disassemble, or decompile anything available or that forms part of the hosting environment or apply any other process or procedure to derive the source code of any software included in the hosting environment,
 - (c) access or use the hosting environment in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the hosting environment.

3. Customer Responsibilities

- a) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with Vendor to achieve the completion of Services related to any Professional Services provided by Vendor. To enable Vendor to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Vendor's practices.
- b) **Project Manager and/or Customer Lead.** Customer shall appoint a project manager or lead who shall work closely with Vendor to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
- c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. Vendor shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of completion of Services related to any Professional Services supplied by Vendor.
- d) **Passwords.** Customer agrees to comply with all Vendor security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Vendor in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Vendor immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement including access to the hosting environment; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Vendor from time to time for Users; and (iii) informing Vendor of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or Vendor's ability to provide the Services as contemplated by this Agreement. Additionally, the Customer and its Users will be required to adhere to any required Third Party Component provider's policies as set out in this Agreement or otherwise made known to Customer.
- f) **Compliance with Laws.** Customer represents and warrants to Vendor that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, including, but not limited to, export laws and regulations.



- g) **Professional Services & Support.** The Customer acknowledges and agrees that onboarding and training for the products procured under the Order Form will be carried out utilizing industry standard methodologies. Vendor's Project Coordinator, Partner Success Manager, and/or appointee will provide further details on our standard onboarding and training methodology during project implementation. The Vendor's Support Services included in the Annual Subscription Fees specified in the Order Form will be limited to the scope and guidelines outlined in Schedule "A".
- h) **Policies.** Customer will adhere to the following policies as of the time of the effective date of this Agreement. These policies may change where the provider of the Third-Party Component changes. <http://aws.amazon.com/aup> as an 'End User'.
- i) **Student Information System (SIS) integration.** If Order Form includes an initial setup fee integration with the Customer's SIS, and changes SIS systems at a later date after completed onboarding, the Customer must notify Vendor with as much advanced warning as possible, at which time Vendor will estimate the cost and timeline to develop the integration with the new SIS and will provide the Customer with a quote and authorization form for the associated work. Vendor will schedule and perform the SIS integration change following receipt of the signed authorization and will provide an invoice for it once the work is complete.
- j) **Feedback.** Upon request of Vendor, Customer will from time to time use commercially reasonable efforts to designate and obtain the participation of various Users to participate in focus groups and surveys to provide suggestions and feedback to Vendor. Vendor will consider any improvement suggestions in good faith but makes no assurance that it will incorporate any suggested features or functions into future releases of the Software. Vendor will exclusively own any such features and functionality it may incorporate into the Software.
- k) **Delivery Schedule.** The parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both Customer and Vendor staff members.
- l) **Data Conversion, Forms and Reports.** Unless otherwise included in the Order Form, Data Conversion, Forms and Reports will be limited to those available with the software. Any changes will be quoted by the Vendor.
- m) **Data Security.** Customers acknowledge and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Vendor's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Vendor's servers; and (iii) Customer Data is encrypted.

VENDOR DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. VENDOR SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND VENDOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

4. Warranty and Warranty Disclaimer

- a) **Limited Warranty.** Vendor warrants to Customer that the Services shall materially conform in accordance with any specifications stated in the Documentation, provided that Customer's use of the Services is for their intended purposes, is in the environment for which the Services were designed, and is in accordance with the Documentation. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Vendor to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 16(b).
- b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 13(A), THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE



PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

VENDOR, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SOFTWARE SERVICES, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, VENDOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF CUSTOMER'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

5. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE AGGREGATE LIABILITY OF VENDOR, AND CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY VENDOR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES TO VENDOR UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE INITIAL CLAIM. THE FOREGOING LIMITATION SHALL APPLY TO ANY CAUSE OR ACTION, REGARDLESS OF FORM, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, AND REGARDLESS OF THE THEORY OF LIABILITY.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL VENDOR BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

IF THE DISCLAIMER OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 5 ARE UNENFORCEABLE, THEN THE PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.



6. Ownership

- a) **By Vendor.** Vendor its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, Software Services, Software as a Service solution, and related Documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software, Software Services or underlying software except the limited right to access and use the Software Services in accordance with the terms of this Agreement and Vendor and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the Documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Vendor a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, Software Services, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.
- b) **Customer Data.** As between Vendor and Customer, all Customer Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring accuracy, quality, integrity, reliability, appropriateness and right to view and use the Customer Data. Subject to the terms and conditions of the Agreement, Customer grants to Vendor a world-wide, non-exclusive, royalty-free license to access and use Customer Data in order to (i) perform or provide the Services, (ii) to prevent or address service or technical problems, or (iii) as may be required by law.

Customer grants to Vendor a world-wide, non-exclusive, royalty-free license to aggregate or compile Customer Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Vendor shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Vendor the right to access Customer Data to provide feedback to Customer concerning its use of the Services.

In the event that Vendor will have access to "education records" for the Customer's students as defined under the Family Educational Rights and Privacy Act (FERPA), Vendor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records, as those terms have been defined under FERPA and its implementing regulations, and Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by Customer. All employees and content contractors, regardless of whether they access student or teacher data to provide the service or not, receive annual FERPA training and are required to review and acknowledge compliance with [Written Information Security Program Policy \(WISPP\)](#)

- c) **Data and Privacy Policy of Customer.** The Customer represents and warrants to Vendor that: (i) Customer Data that is either provided to or acquired by Vendor from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Customer Data to Vendor; (ii) Customer Data that is either provided to or acquired by Vendor is subject to a Customer privacy policy in effect as of the Effective Date and that Customer has obtained the required consents and provided appropriate notices for collection, use and storage of the Customer Data by Vendor and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America; (iii) Customer will comply with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Customer Data collected, used, transferred, created or disclosed pursuant to this Agreement; and (iv) Customer will not provide Vendor with data of any kind for which Vendor either has no need or does not have the right to collect, use and store under the terms of this Agreement.
- d) **Third Party Components.** Except as stated explicitly in this Agreement, the Third Party Components are neither licensed to nor provided directly for use by the Customer but are provided tangentially either directly by Vendor or in a manner to be procured by Customer. Customer has no rights in Third Party Components except for any rights specifically stated in this Agreement and the Customer agrees to abide by all requirements and restrictions set out by the Third Party Component provider as either detailed in this Agreement or otherwise made known to the Customer.



- e) **Security and Policies:** Vendor shall store and process Data in accordance with commercially reasonable practices, including appropriate safeguards, to secure such Data from unauthorized access, disclosure, alteration and use. Vendor shall ensure that its employees and subcontractors who have potential access to Data have undergone appropriate background screening and possess the required qualifications to comply with the terms of this Agreement.

Response to Legal Orders, Demands or Requests for Data. Where permitted by law Vendor shall:

- Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Data.
- Consult with the Customer regarding its response.
- Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
- Upon the Customer's request, provide the Customer with a copy of its response.
- If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by Vendor, Customer will promptly provide a copy of the request to Vendor. Vendor will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.
- Customer acknowledges that any security forms that related to a Third-Party Component may not be provided directly by Vendor but rather may need to be acquired in a manner dictated by the Third-Party Component provider. Where requested by the Customer, Vendor shall provide sufficient information to the Customer in order for the Customer to request the documentation directly from the Third-Party Component provider.

7. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Vendor's use of the Customer Data, the confidentiality obligations above apply except to the extent that both parties agree that the Customer Data may be subject to privacy laws providing for the owners of the Customer Data to review such Customer Data or to challenge the collection and storage of the Customer Data. Customer shall indemnify and reimburse Vendor in relation to all reasonable fees and other disbursements paid by Vendor to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Vendor's or Customer's request. Customer represents and warrants to Vendor that as of the Effective Date no individual, government body or third party has requested a review of the Customer Data or challenged the collection and storage of the Customer Data to be stored in the Software.



8. Indemnity

Customer is solely responsible for its Customer Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Vendor and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) any breach by Customer or its Users of this Agreement; or (iii) Customer Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of the Customer Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

9. Term

- a) **Term of Agreement.** This Agreement commences on the Effective Date and continues until all Order Forms have expired or have been terminated.
- b) **Term of Order Forms.** The Subscription Term shall be and shall renew as specified in the applicable Order Form. Subscriptions will automatically renew for additional periods equal to the expiring Subscription Term, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant Subscription Term.

10. Termination.

A party may terminate this Agreement (i) thirty (90) days after providing written notice to the other party of a material breach of its obligations under this Agreement if such breach remains uncured at the expiration of such 90-day period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iii) upon ten (10) days' written notice to the other party if the other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches.

If this Agreement is terminated by Customer in accordance with this section, Vendor will refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Vendor in accordance with this section, Customer will pay any unpaid fees covering the remainder of the Subscription Term of all Order Forms. In no event will termination relieve Customer of Customer's obligation to pay any fees payable to Vendor for the period prior to the effective date of termination.

11. Your Services Data Portability and Deletion.

After the effective date of termination or expiration of this Agreement, Vendor will have no obligation to maintain or provide Customer Data, and may, in Vendor's sole discretion, delete or destroy all copies of Customer Data in Vendor systems or otherwise in Vendor's possession or control, unless legally prohibited.

12. Surviving Provisions.

The Sections titled "Ownership," "Confidentiality," "Warranty and Warranty Disclaimers," "Indemnification," "Limitation of Liability," "Termination," "Your Services Data Portability and Deletion," "Notice," "Governing Law and Jurisdiction," "Entire Agreement," "Assignment," "Relationship," "Waiver," "Severability," and "Equitable Relief" will survive any termination or expiration of this Agreement.

13. Notices.

All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon the first business day after sending by email. Notices to Vendor shall be addressed to



Schools_SIS_Contracts@Harriscomputer.com. Or Diva Carolina Mayeau (Executive Vice President) at dmayeau@harriscomputer.com. Notices to Customer shall be addressed to the relevant Customer email provided on the Order Form.

14. Governing Law and Jurisdiction.

Each party agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of New York, in all respects, without regard to choice or conflicts of law rules, and that all disputes arising out of or relating to this Agreement are limited to the exclusive jurisdiction and venue of the state and federal courts located within New York County, New York. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue.

15. Entire Agreement.

This Agreement, including any Order Forms, is the entire agreement between Customer and Vendor supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is to be asserted.

16. Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice.

17. Relationship.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

18. Waiver.

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

19. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

20. Equitable Relief.

Nothing in this Agreement will limit either party's ability to seek equitable relief.



21. Force Majeure.

Except for payment obligations, neither party will be liable for delays and failures in performance to the extent caused by a condition (for example, natural disaster, an act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.



Schedule "A" Support Services

During implementation, a distinct process might be agreed between HES Partner Success Manager and Customer. Otherwise, the following instructions apply. Customer Service Manager will provide details while onboarding and training.

• Access to on-line Ticketing System. • A toll-free number to report issues: 1-800-345-7606 • Email support inquiry logging and notification. • Free 24 x 7 online access to Support information • Standard Support hours are from 7:00 a.m. to 4:00 p.m. in the Customer's time zone, Monday to Friday, excluding designated company holidays as defined in this Schedule. Weekend Support is available for an additional fee (and must be scheduled in advance).	• Technical troubleshooting & issue resolution • Software for Life Philosophy: Guaranteed Support on the purchased Software Services for life, and • Seamless and cost-effective upgrade solutions to leverage technological advances.	• Standard releases and updates: ○ Defect corrections (as warranted), this will include best efforts for proper quality assurance. ○ Planned enhancements ○ State and/or Federal mandated changes (charges may apply depending on scope) ○ Release notes ○ Ticket Deflection & Continuous Improvement: Monthly review of support analytics to identify recurrent issues; implement product training or design changes to reduce repeat tickets. ○ HES shall document and make available to Customer all applicable documentation and training materials, including reports and in-application help resources within HES. This includes keeping them updated as and when applicable.
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Response Times

HES uses commercially reasonable efforts to ensure that incoming calls are handled in the order that they are received. Please note that response times are dependent on the priority of a call and calls are escalated based on the urgency of the issue reported. Response time guidelines are as follows:

Priority 1: 1 - 4 hours	Priority 2: 1 - 8 hours	Priority 3: 1 - 24 hours
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Support Ticket Resolution Times

Vendor will use commercially reasonable efforts to respond to and resolve support requests as quickly as possible. Resolution times may vary depending on the nature of the issue, its complexity, severity, priority, and the need for additional analysis, configuration, or software development. Certain issues may require dedicated development resources and associated hours, which may impact resolution timelines. The Company will communicate status updates as appropriate and work collaboratively with the Client to prioritize and address support requests.

Call Priorities: Defined

To address Support inquiries efficiently, Vendor's Support Services team will collaborate with each Customer to determine the severity of the incident reported and assign a priority level to each case. The priority level relates to the impact of the incident on a particular Customer's ability to use Harris' products and/or solutions. Cases are then escalated through various levels of expertise for resolution. When a Customer initially contacts our Support Services team about a problem and a trouble ticket is opened, the Customer must set an initial Priority Level for the corresponding issue based upon Harris' incident case criteria as follows:



Priority	Description	Examples
"Priority 1 - High"	"Priority 1 - High" means a problem has occurred where (i) the Customer's mission critical system(s) are down; or (ii) a substantial portion of the Customer's mission critical data is at a significant risk of loss or corruption; or (iii) the Customer has experienced a substantial loss of service; or (iv) the Customer's business operations have been severely disrupted; and in each of the foregoing situations (i) through (iv), no workaround is immediately available.	• The System or Service is Down or inaccessible. • System errors without workarounds • Performance issues of severe nature impacting critical processes
"Priority 2 - Medium"	"Priority 2 - Medium" means a problem has occurred where major functionality is severely impaired. The Customer's operations can continue in a restricted fashion, although long-term productivity might be adversely affected.	• System errors that have workarounds • Performance issues are not impacting critical processes. • Usability issues
"Priority 3 - Low"	"Priority 3 - Low" means a problem has occurred that has a limited adverse effect on the Customer's business operations or (ii) a minor condition or documentation error that has no significant effect on the Customer's operations; or (iii) a suggestion for new features or an enhancement regarding the Services.	• It does not meet the criteria of priority 1 or 2. • Product does not work as explicitly documented. • Non-Critical usability issues (e.g., printing). • Enhancement requests.

Call Process

1. All Support issues or questions must be initiated with a Support call via one of the following channels: a) phone, b) Online Ticketing System, Team support and/or c) Email
2. All calls must contain at a minimum: organizational name, contact person, software or product name and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
3. All calls are logged into TeamSupport and users are provided with a call id to track their corresponding issue.
4. All calls are stored in a queue, and calls are handled on a first call first-response order.
5. As the assigned support representative investigates an issue, the user is contacted and advised on the issue status and the course of action that will be taken for resolution. If additional information is required, the user will be contacted by the assigned support representative to supply the information required.
6. All correspondence and actions associated with the call are tracked in Vendor' support database. At any time, if applicable, a user may log onto Vendor' support site to determine the status of their issue.
7. Once a call has been resolved, users receive an automated notification by email that the issue (and associated call) has been closed. The email notification contains the entire event history of the call from the time the call was created and leading up to the resolution of the call. Users also have the option of viewing both their open and closed calls, if available to the user, via the Vendor' support website.
8. If an issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into our development tracking database and the user will be provided with a separate id number to track the progress of the issue. At this time, the support call will be closed and replaced by the development id number. The development id number will remain open until the issue has been completely resolved. Issues escalated to development will be scheduled for resolution based upon the nature and complexity of the issue.
9. Users may contact Support Services at their convenience for a status update on any development issues or may log onto the Vendor Support website to view your issues on-line.



Handling Requests

Time to time there might be a need to enhance the system, HES will work with the Customer to triage the request and chose the appropriate disposition as follows:

- **Global:** Customer is requesting and will benefit all partners. This becomes a roadmap and HES Investment
- **Semi-Global:** Customer is requesting it, not all partners can benefit, but could be potential. This becomes a shared cost. Half HES funded and Half Customer funded.
- **Not Global:** Customer is requesting it; no other partners can benefit could be a potential. This becomes customer funded.

Holiday Schedule

Below is a list of Vendor recognized holidays. Please note that Support Services is closed on the designated days as outlined below: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Day after Christmas.

Billable Support Services

The following is a list of services that are "out of scope" and not included in the Agreement; and are considered billable services.

- Extended virtual/remote training
- Implementation and updates for Evaluation models, inclusive of all forms/reports
- Implementation and Maintenance of Custom Data Reports & Dashboards
- Setup of new services or modifications to existing services
- Third party integration services (i.e., data import/export, APIs)
- Data Management and Conversion services
- Database maintenance/optimization activities specific to district
- Establishment of a test environment or database
- Non-global enhancements to software applications

Fees will be as follows:

- Professional Services Hourly Rate (Remote or On-Site): \$275.00 per hour unless otherwise negotiated.
- Travel Daily Rate (On-Site): \$2,500 per day
- Surcharge for weekends or Vendor recognized holidays: \$750 per day. Plus, the corresponding standard Professional Services fees and any applicable travel charges.
- Custom Development Hourly Rate (Remote or On-Site): \$300.00 per hour per hour unless otherwise negotiated.

Service Availability

Availability of the Software Services is defined as when the Software Services are operational and accessible via a public internet connection. Vendor shall strive to make the Software Services available 100% of the time. However, the Software Services may be unavailable during certain downtimes. Vendor shall not be responsible for any failure to make the Software Services available under the following circumstances:

1. **Routine scheduled downtime:** Periods of time for the purpose of conducting routine system maintenance. In such event, Vendor shall use commercially reasonable efforts to provide Customer with a minimum of three (3) business days prior to any period of scheduled downtime and shall use commercially reasonable efforts to limit any such



routine system maintenance to weekends between the hours of midnight and 6 AM ET.

2. **Emergencies:** Vendor reserves the right to suspend the Software Services and Customer's access to the Software Services in the event of an emergency or other non-routine maintenance event wherein it is deemed appropriate by Vendor, without prior notice to Customer, to address a critical system issue. In such event, Vendor will use commercially reasonable efforts to notify Customer of such suspended access as soon as possible and to restore access the system as soon as practically feasible.
3. **Customer's network infrastructure:** Customer's network infrastructure (equipment, software or other technology) is failing or causing the Software Service to be unavailable. This includes Customer's connection to the Internet or an Internet failure beyond the control of Vendor.
4. A breach of the Agreement by Customer, its employees, subcontractors, or agents ("Customer Representatives").
5. An error or the negligence or intentional acts or omissions of Customer Representatives or Users.
6. Unforeseen capacity increases based on changes in Customer's business processes, methods and usage.
7. Any other force majeure event, as set out in Section 21 of the Agreement.

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