



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**MULTIPLE AWARD SCHEDULE
FSC GROUP MAS**

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing and Disaster Recovery Programs.

SIN 511210– SOFTWARE LICENSES

Campuslogic, Inc.

1340 S Spectrum Blvd #200

Chandler, AZ 85286

Phone: (602) 643-1300 Fax: (602) 643-1358

Internet Address: www.campuslogic.com

E-Mail: gsa@campuslogic.com

Contract Number:
47QTCA19D00E0

Period Covered by Contract:
June 19, 2019 through June 18, 2024

Price List current through Mass Modification A812, effective April 20, 2020

For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at fss.gsa.gov. On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

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CUSTOMER INFORMATION

- 1a. Table of awarded special item number with appropriate cross-reference to item descriptions and awarded prices.
SIN 511210– Software Licenses
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. *Not Applicable*
2. Maximum order: *\$500,000*
3. Minimum order: *\$100*
4. Geographic coverage (delivery area): *Domestic Delivery Only*
5. Points of production (city, county, and State or foreign country): *Same as contractor*
6. Discount from list prices or statement of net price: *Prices listed are net*
7. Quantity discounts: *None*
8. Prompt payment terms: *Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.*
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification that Government purchase cards are accepted or not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin): *Not Applicable*
- 11a. Time of delivery: *As Negotiated*
- 11b. Expedited Delivery: *Contact Contractor*
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: *Contact Contractor*

- 11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: *Contact Contractor*
- 12. F.O.B. point: *Destination*
- 13a. Ordering address: *Same as contractor*
- 13b. Ordering procedures: *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), are found in Federal Acquisition Regulation (FAR) 8.405-3.*
- 14. Payment address: *Same as contractor*
- 15. Warranty provision: *Not Applicable*
- 16. Export packing charges, if applicable: *Not Applicable*
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): *Not Applicable*
- 18. Terms and conditions of rental, maintenance, and repair (if applicable): *Not Applicable*
- 19. Terms and conditions of installation (if applicable): *Not Applicable*
- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): *Not Applicable*
- 20a. Terms and conditions for any other services (if applicable): *Not Applicable*
- 21. List of service and distribution points (if applicable): *Not Applicable*
- 22. List of participating dealers (if applicable): *Not Applicable*
- 23. Preventive maintenance (if applicable): *Not Applicable*
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): *Not Applicable*
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.
- 25. Data Universal Number System (DUNS) number: *828909809*
- 26. Notification regarding registration in the System for Award Management. *CAGE Code 86VM2*

GSA PRICE LIST

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------------------------|---|-----------------|
| GSA-CC-ADVCM | ClearCost Advanced incl CampusMetrics | <p>ClearCost is a web-based, mobile-optimized, service that allows higher education institutions to deliver cost and aid eligibility in the context of value and affordability. ClearCost Advanced includes the following features:</p> <ul style="list-style-type: none"> • Meets Higher Education Act (HEA) Net Price Calculator requirements • Mobile optimized • School branded • Automatic updates each financial aid year • Results available in print and email • Merit-aid criteria questions • Student population: first-time; full-time • Known EFC • Variable cost of attendance • Military education benefits • Lead delivery integration to CRM <p>CampusMetrics - ClearCost is a web-based service that provides higher education institutions business intelligence tools to drive insights into their financial aid data. CampusMetrics provides easy to use pre-built visualizations and a mobile query tool that allows for instant access to data. CampusMetrics - ClearCost provides a comprehensive library of pre-built dashboards for instant insight into net price calculator usage, demographics, and completion.</p> <p>This rate plan is for: Enrollment from 0-35,000</p> | \$11,607.05 |
| GSA-AL-1500 | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> <p>This rate plan is for: Enrollment below 1,500</p> | \$17,410.58 |
| GSA-AL-2500 | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> <p>This rate plan is for: Enrollment from 1,501-2,500</p> | \$18,377.83 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------|---|-----------------|
| GSA-SU-1500 | ScholarshipUniverse | ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results. This rate plan is for: Enrollment below 1,500 | \$19,145.23 |
| GSA-SU-2500 | ScholarshipUniverse | ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results. This rate plan is for: Enrollment from 1,501-2,500 | \$22,202.65 |
| GSA-AL-5000 | CampusCommunicator | CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage. This rate plan is for: Enrollment from 2,501-5,000 | \$22,568.95 |
| GSA-AL-7500 | CampusCommunicator | CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage. This rate plan is for: Enrollment from 5,001-7,500 | \$24,503.70 |
| GSA-SF-1500 | StudentForms | StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education's standard Institutional Student Information Report ("ISIR") received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation. This rate plan is for: Enrollment below 1,500 | \$26,965.12 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------|--|-----------------|
| GSA-AL-10K | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> <p>This rate plan is for: Enrollment from 7,501-10,000</p> | \$29,017.63 |
| GSA-SU-5000 | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 2,501-5,000</p> | \$29,425.81 |
| GSA-SF-2500 | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education's standard Institutional Student Information Report ("ISIR") received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 1,501-2,500</p> | \$31,271.34 |
| GSA-AL-15K | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> <p>This rate plan is for: Enrollment from 10,001-15,000</p> | \$35,466.32 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------|--|-----------------|
| GSA-SU-7500 | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 5,001-7,500</p> | \$37,489.72 |
| GSA-AL-20K | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> <p>This rate plan is for: Enrollment from 15,001-20,000</p> | \$41,914.04 |
| GSA-SF-5000 | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education's standard Institutional Student Information Report ("ISIR") received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 2,501-5,000</p> | \$42,036.88 |
| GSA-SU-10K | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results. This rate plan is for: Enrollment from 7,501-10,000</p> | \$44,497.57 |
| GSA-AL-25K | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> | \$48,362.72 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------|--|-----------------|
| | | This rate plan is for: Enrollment from 20,001-25,000 | |
| GSA-SF-7500 | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 5,001-7,500</p> | \$52,802.42 |
| GSA-AL-30K | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> <p>This rate plan is for: Enrollment from 25,001-30,000</p> | \$54,811.41 |
| GSA-SU-15K | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 10,001-15,000</p> | \$59,282.25 |
| GSA-AL-35K | CampusCommunicator | <p>CampusCommunicator is a web-based service that renders and delivers dynamic award letters, shopping sheets and/or other financial planning documents based on customizable templates. The CampusCommunicator rendering engine allows institutions to define an upload file from their student information system (SIS) and then use the elements from that file to design an HTML template that is either rendered as PDF or HTML webpage.</p> | \$61,259.12 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------|---|-----------------|
| | | This rate plan is for: Enrollment from 30,001-35,000 | |
| GSA-SF-10K | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 7,501-10,000</p> | \$63,567.96 |
| GSA-SU-20K | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 15,001-20,000</p> | \$73,995.16 |
| GSA-SF-15K | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation. This rate plan is for: Enrollment from 10,001-15,000</p> | \$84,688.93 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|---------------------|--|-----------------|
| GSA-SU-25K | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 20,001-25,000</p> | \$88,708.06 |
| GSA-SU-30K | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 25,001-30,000</p> | \$103,420.97 |
| GSA-SF-20K | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 15,001-20,000</p> | \$105,707.37 |
| GSA-SU-35K | ScholarshipUniverse | <p>ScholarshipUniverse is a web-based, integrated service that provides administrative users with online scholarship application creation and management tools as well as a database of existing external scholarships, and a portal for individual users to search and apply for scholarship opportunities as well as create user profiles to generate personalized scholarship results.</p> <p>This rate plan is for: Enrollment from 30,001-35,000</p> | \$115,980.77 |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|-------------------------|--|--------------------|
| GSA-SF-25K | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 20,001-25,000</p> | \$126,725.80 |
| GSA-SF-30K | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation.</p> <p>This rate plan is for: Enrollment from 25,001-30,000</p> | \$147,744.24 |
| GSA-SF-35K | StudentForms | <p>StudentForms is a web-based service that allows higher education institutions to convert paper-based financial aid application processes to self-service collection of data through the CampusLogic proprietary StudentForms service. This service automates the FAFSA verification process, professional judgement process, Satisfactory Academic Progress appeals processes, and the C-code resolution process by applying proprietary logic to the Department of Education’s standard Institutional Student Information Report (“ISIR”) received by higher education institutions participating in Title IV programs. It also provides customized workflows for collecting, reviewing and tracking institution-specific financial aid documentation. This rate plan is for: Enrollment from 30,001-35,000</p> | \$165,686.81 |
| GSA - IMPSVCS | Implementation Services | <p>Implementation Services are necessary for the setup of any and all CampusLogic projects. They are calculated at a flat rate of 10% of the contract price.</p> | 10% contract price |

| Product Number | Product Name | Description | GSA Annual Rate |
|----------------|-------------------------------------|---|-------------------|
| GSA-CM-AL | CampusMetrics - CampusCommunicator | <p>CampusMetrics - CampusCommunicator is a web-based service that provides higher education institutions business intelligence tools to drive insights into their financial aid data. CampusMetrics provides easy to use pre-built visualizations and a mobile query tool that allows for instant access to data. CampusMetrics - CampusCommunicator provides a comprehensive library of pre-built dashboards for instant insight into CampusCommunicator performance including award letters sent, opened, viewed, and more.</p> <p>This product is charged at a flat rate of 20% CampusCommunicator product price</p> | 20% product price |
| GSA-CM-SF | CampusMetrics - StudentForms | <p>CampusMetrics - StudentForms is a web-based service that provides higher education institutions business intelligence tools to drive insights into their financial aid data. CampusMetrics provides easy to use pre-built visualizations and a mobile query tool that allows for instant access to data. CampusMetrics - StudentForms provides a comprehensive library of pre-built dashboards for instant insight into operational data including Financial Aid Office Performance, Process Performance, and Appeal.</p> <p>This product is charged at a flat rate of 20% StudentForms product price</p> | 20% product price |
| GSA-CM-SU | CampusMetrics - ScholarshipUniverse | <p>CampusMetrics - ScholarshipUniverse is a web-based service that provides higher education institutions business intelligence tools to drive insights into their financial aid data. CampusMetrics provides easy to use pre-built visualizations and a mobile query tool that allows for instant access to data. CampusMetrics - ScholarshipUniverse provides a comprehensive library of pre-built dashboards for instant insight into operational data including scholarship application volume and more.</p> <p>This product is charged at a flat rate of 20% ScholarshipUniverse product price</p> | 20% product price |

CampusLogic EULA

These Terms and Conditions govern the use of the Services provided by CampusLogic, Inc., a Delaware corporation (“CampusLogic”), to the Ordering Activity under GSA Schedule contracts (“Customer” or “Ordering Activity”) identified on any applicable Subscription Order Form. Capitalized terms in these Terms and Conditions shall have the meaning ascribed to them in Appendix A (Definitions).

1. DESCRIPTION OF THE SERVICES; AUTHORIZATION

- A. Services; Authorization. CampusLogic authorizes Customer and its authorized Users on a subscription basis, subject to payment of the Subscription Fees, to access and use the Services as defined in one or more Subscription Order Forms between CampusLogic and Customer, during the Term of Service and subject to the Agreement between CampusLogic and Customer, including without limitation the Service Level Agreement attached as Exhibit A (“SLA”). CampusLogic has and will retain sole control over the operation, provision, maintenance, and management of the Services.
- B. Implementation Services. CampusLogic agrees to provide on a one-time basis, and in exchange for the Implementation Fees, the implementation services (“Implementation Services”) as defined in any Subscription Order Form.
- C. Additional Services; Changes. CampusLogic reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary to maintain or enhance the quality or delivery of the Services to its customers, the competitive strength or market for the Services, the Services’ cost efficiency or performance, or to comply with applicable law. In the event that CampusLogic discontinues or diminishes the Services, such that it may no longer be used for the intended purpose, that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund for any fees paid not used. CampusLogic may offer custom development, custom reports, specialized training or other advanced services to Customer (collectively “Additional Services”). Additional Services shall be provided under a separate professional services agreement mutually agreed upon by CampusLogic and Customer for the fees agreed upon between CampusLogic and Customer.
- D. Student Users. Customer agrees that Student Users’ use of the Services may be conditioned upon Student Users’ acceptance of the CampusLogic end user services agreement, website terms of use and privacy policy available upon registration for use of the Services.

2. FEES AND PAYMENT

- A. Fees. Unless otherwise specified in a Subscription Order Form, all Subscription Fees are subscription-based, not usage-based. Implementation Fees are one-time fees due prior to the Service Effective Date, unless otherwise specified in any Subscription Order Form. Customer agrees to pay the fees set forth in each Subscription Order Form between CampusLogic and Customer (the “Fees”), in accordance with this Section 2 and the GSA Schedule Pricelist.
- B. Payment. Unless otherwise specified in a Subscription Order Form, Customer agrees to pay all Fees annually within thirty (30) calendar days of the invoice receipt date. Customer shall make all payments in US dollars to the address or account on the Subscription Order Form or such other address or account as CampusLogic may specify from time to time.

- C. Fee Increases. CampusLogic may increase Fees for new agreements in accordance with the GSA Schedule Contract and GSA Schedule Pricelist. Following such fee increase, if any, the applicable Subscription Order Form will be deemed amended accordingly.
- D. Reimbursable Expenses. To the extent applicable, Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.
- E. Taxes. Customer status shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- F. Reserved.

3. TERM AND TERMINATION

- A. Term of Service. Unless otherwise specified in any executed Subscription Order Form, all Services commence on the Service Effective Date and extend for a period of time specified in a Subscription Order Form (the “Initial Term”). Thereafter, this Agreement may be renewed for additional successive one (1) year terms in writing (each, a “Renewal Term,” and collectively, with the Initial Term, the “Term”).
- B. Termination.
 - (i) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CampusLogic shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
 - (ii) Subject to subsection (i) above, when End User is not an instrumentality of the U.S., either party may terminate this Agreement upon thirty (30) days advance written notice in the event the other party materially breaches this Agreement and failed to cure such breach or to commence commercially reasonable efforts to cure such breach. Customer’s non-payment of fees promptly when due is deemed a material breach of this Agreement under this subsection.
- C. Obligations upon Termination. Upon termination of any Subscription Order Form for any reason: (i) all rights and obligations of the parties under the applicable Subscription Order Form will terminate except for payment obligations and the surviving sections described in Section 13.A of these Terms and Conditions; (ii) CampusLogic will return or destroy all Customer Data in accordance with Section 7.A(iii) of these Terms and Conditions; (iii) CampusLogic may disable all Customer and User access to the Services; and (iv) CampusLogic may retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in ordinary course. CampusLogic agrees to use commercially reasonable efforts to assist Customer with such requested conversion and transition of Customer Data, subject to payment of applicable and agreed upon fees.

4. CUSTOMER RESPONSIBILITIES

- A. Compliance. Customer shall (i) be responsible for ensuring that all Customer Users comply with these Terms and Conditions, (ii) be solely responsible for the accuracy and legality of Customer Data and of the means by which Customer acquired Customer Data, and (iii) use the Services only in accordance with the Documentation and all applicable laws and government regulations, including without limitation the Family Educational Rights and Privacy Act (FERPA) and Title IV of the HEA.
- B. Access and Customer Cooperation. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify CampusLogic promptly of any such unauthorized access or use. Customer will, and will cause its Customer Users to, take reasonable steps to maintain the confidentiality of the security procedures and the user names and passwords. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, or if any activity prohibited by Section 4.C below is occurring or threatened, Customer will immediately (i) take all reasonable and lawful measures within its control to stop the activity or threatened activity and to mitigate its effects, and (ii) promptly notify CampusLogic of such actual or threatened activity. Customer shall at all times during the Term of the Agreement provide CampusLogic with such access to Customer Data, personnel, information, and systems as is necessary for CampusLogic to timely perform the Services in accordance with the Agreement.
- C. Restrictions on Use. Customer shall not, and shall not authorize any other person or User to: (i) copy, modify, create derivative works or improvements of the Services; (ii) make the Services available to anyone other than Users; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to CampusLogic's source code; (iv) sell, resell, rent, lease, or otherwise make available the Services to any third party; (v) use the Services to store or transmit infringing, libelous, or otherwise unlawful material, or to store or transmit material in violation of third-party rights, or otherwise access or use the Services in any manner or for any purpose that infringes or violates Intellectual Property Rights of any third party; (vi) use the Services to store or transmit Malicious Code; (vii) interfere with or disrupt the integrity or performance of the Services; (viii) attempt to gain unauthorized access to the Services or their related systems or networks; or (ix) access or use the Services for purposes of competitive analysis of the Services, or to develop a competing software service or product or for any other purpose that is to the detriment or commercial disadvantage of CampusLogic. In the event Customer fails to comply with this section, CampusLogic may submit a claim to the contracting officer under the Contract Disputes Act.
- D. Customer Administrators. Customer will assign at least one Customer Administrator as the primary Customer contact. Each Customer Administrator is responsible to ensure that the Services are used in accordance with the applicable Subscription Order Form, Customer's responsibilities contained therein, and Customer's compliance with all applicable laws and regulations, under federal, state, local laws and regulations in every material respect. The Customer Administrator has the ability to control access to all features and access of any Services for all Users.
5. **TITLE IV**. CampusLogic and Customer agree that, if the Services are deemed to be, and solely to the extent CampusLogic performs, a function required by any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA, such as, but not restricted to those Third Party Servicer functions as found in 34 CFR 668.2, then CampusLogic will comply with all applicable statutory and regulatory provisions solely to the extent deemed by the appropriate regulatory authorities to be applicable to the Services provided by

CampusLogic under the relevant Subscription Order Form, and the related contractual requirements as found in 34 CFR 668.25. Specifically, in the event so determined by the appropriate regulatory authorities as set forth above, then Company shall:

- (i) Comply with all statutory provisions of or applicable to Title IV of the HEA, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that the servicer administers under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;
- (ii) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that the institution might have engaged in fraud or other criminal misconduct in connection with the institution's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application.
- (iii) Be jointly and severally liable with the institution to the Secretary for any violation by the servicer of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA;
- (iv) If the servicer or institution terminates the contract, or if the servicer stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition under the Bankruptcy Code, return to the institution all –
 - (1) Records in the servicer's possession pertaining to the institution's participation in the program or programs for which services are no longer provided; and
 - (2) Funds, including Title IV, HEA program funds, received from or on behalf of the institution or the institution's students, for the purposes of the program or programs for which services are no longer provided.

6. REPRESENTATIONS AND WARRANTIES

- A. Services Warranty; Compliance with Law. CampusLogic represents, covenants and warrants to Customer that CampusLogic will (i) perform the Services using personnel of required skill, experience, or qualifications and in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; and (ii) comply with all applicable laws and regulations in every material respect. To the extent that such regulations apply to any Services, CampusLogic will comply with (i) 16 CFR Part 314, "Standards for Safeguarding Customer Information" and (ii) handling, processing, security and protection of confidential information which is "non-public personal information" (as defined in the Gramm-Leach-Bliley Act) and other requirements that are specifically required of an educational institution under the Federal Trade Commission's Privacy of Consumer Financial Information and/or Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).

- B. Authority. CampusLogic represents, covenants and warrants to Customer it has full power and all necessary permits, licenses, approvals, authorizations, and registrations to perform the Services.
- C. Customer Warranties. Customer represents, covenants, and warrants to CampusLogic that it has and will have the necessary rights and consents in and relating to the use, transfer, and disclosure of Customer Data that is provided to CampusLogic under this Agreement. Customer represents and warrants to CampusLogic that it will comply with all applicable laws and regulations in every material respect, including without limitation, its obligations under Title IV of the HEA.
- D. Mutual Representations. Each party represents and warrants to the other party that it has the full right, power, and authority to enter into and perform its obligations and grant the rights under this Agreement, and when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- E. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6 OF THESE TERMS AND CONDITIONS, CAMPUSLOGIC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CAMPUSLOGIC MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND SUCH THIRD PARTY.

7. DATA

A. Customer Data.

- (v) Ownership. As between Customer and CampusLogic, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to the rights and permissions granted herein. CampusLogic’s use and possession of Customer Data is solely as Customer’s agent. Customer hereby grants all such rights and permissions in or relating to Customer Data: (i) to CampusLogic and its authorized personnel and subcontractors solely as necessary to perform the Services; and (ii) to CampusLogic as necessary to enforce this Agreement and perform hereunder.
- (vi) Access and Use of Customer Data. Customer may access and copy any Customer Data provided to CampusLogic for use in the Services at any time and CampusLogic will use commercially reasonable efforts to facilitate such access and copying promptly after Customer’s request. CampusLogic maintains only that information which Customer has asked it to process and processes it only upon, and in accordance with, Customer’s direction and instructions. Unless it receives Customer’s prior written consent, CampusLogic: (i) will not access or use Customer Data other than as necessary to facilitate the applicable Services; and (ii) will not give any third-party access to Customer Data. CampusLogic will not permit its employees to access Customer Data, except to the extent necessary to provide the Services under the applicable Subscription Order Form. Notwithstanding the foregoing, CampusLogic may disclose Customer Data as required by applicable law or by proper legal or governmental authority. CampusLogic will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with

Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

- (vii) Customer Data Retention and Deletion. CampusLogic will retain any Customer Data in its possession until Erased as defined herein. CampusLogic will Erase: (i) all copies of Customer Data promptly after Customer's written request and (ii) all copies of Customer Data no sooner than 60 days and no longer than 120 days after termination of any applicable Subscription Order Form for Services unless otherwise required by law. Upon Customer's request, CampusLogic will certify such Erasure in writing to Customer. ("Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- B. De-Identified Data; Statistical Data. CampusLogic may create de-identified and aggregated data (the "De-Identified Data") and Customer grants CampusLogic a non-exclusive, irrevocable right and license to use such De-Identified Data in its business, including in its development of products and services; provided that such De-Identified Data does not identify Customer or any of Customer's Users and is aggregated with data from other customers. CampusLogic may use certain data capture and analysis tools to compile and extract statistical information and platform data generated from the use and operation of the Services ("Statistical Data"). Such Statistical Data shall be owned exclusively by CampusLogic and CampusLogic shall retain all intellectual property rights in such Statistical Data. CampusLogic shall comply with all applicable privacy laws and may use such Statistical Data for any lawful purpose, provided such use does not permit the identification of Customer or any User.
- C. Customer Control and Responsibility. Customer has and will retain sole responsibility for (i) all Customer Data, including the legality, accuracy, integrity, and completeness of its content and use, including without limitation all digital accessibility requirements applicable to Customer Data and branding; (ii) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Services, or Customer's information technology infrastructure; and (iii) all access to and use of the Services directly or indirectly by Customer or its Users. Customer retains responsibility for its own data backups or redundant data archives. Customer assumes all risk and liability related to any claim arising from the accuracy, quality, integrity, and completeness of such Customer Data, information, and materials, and all access to and use of the Services directly or indirectly by Customer or its Users. CampusLogic is not responsible for Customer's compliance with its data security practices or privacy policies. Customer shall ensure that its Customer Data are being utilized and shared in accordance with all applicable federal and state statutes and regulations including, but not limited to, [FERPA](#), the [Higher Education Act](#), and the [Privacy Act](#) and CampusLogic shall not be liable for any violations thereof by Customer not related to the Services.
- D. Sandbox. CampusLogic will grant Customer a non-exclusive, non-transferable, limited right to access and use a training and testing "sandbox" environment (e.g. the applicable software hosted in a secure online environment by CampusLogic), solely for the limited purpose of training authorized users and testing integration capabilities with the Services and for no other purposes. Customer agrees not to use or reproduce the training and testing "sandbox" environment except as provided herein and further agrees not to upload actual student or customer data into such environment. CampusLogic shall have no responsibility for any actual student or customer data uploaded to such environment.
- E. Security and Breach Notification. CampusLogic will implement commercially reasonable and appropriate safeguards to protect Customer Data in accordance with applicable laws and regulations, including two-factor authentication. CampusLogic will promptly notify Customer of any unauthorized disclosure of Customer Data following discovery by CampusLogic. CampusLogic will coordinate with Customer and

Users in the event of any exposure or break-in of the Services or CampusLogic's security protocols or networks, in the event student financial information or personally identifiable information (PII) is disclosed, and any notification to the affected Users shall be agreed upon by CampusLogic and Customer. Customer agrees that CampusLogic shall not be liable for claims, loss, damages, or other liability (including reasonable attorneys' fees) arising out of Customer's failure to use CampusLogic's two-factor authentication or other security protocols in the Services.

8. INTELLECTUAL PROPERTY.

- A. Customer acknowledges that CampusLogic is (i) the exclusive owner of the Services, including all features, design, functionality and reports, and (ii) retains all right, title and interest in the Services, including all Intellectual Property Rights therein. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to, the Services.
- B. Neither party hereto shall use the trademarks of the other party without the prior written consent of the other party, provided however that Customer hereby grants to CampusLogic the limited license to use the Customer's trademarks as required for operation of the Services.

9. CONFIDENTIALITY

- A. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, all CampusLogic Services, data, and materials are the Confidential Information of CampusLogic. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall maintain in strict confidence and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement; and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and Conditions and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party shall ensure its authorized representatives' compliance with and be responsible for and liable for its authorized representatives' non-compliance with, the terms of this Section 9.
- B. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its authorized representatives noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party; or (iv) was or is independent developed by the Receiving Party without reference to or use of the Confidential Information.
- C. If the Receiving Party or any of its authorized representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. Subject to this subsection, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of Receiving

Party's counsel, the Receiving Party is legally obligated to disclose. CampusLogic recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

10. LIMITATION OF LIABILITY

EXCEPT FOR MISAPPROPRIATION OR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN NO EVENT SHALL CAMPUSLOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUBSCRIPTION ORDER FORM REFERENCING THESE TERMS CONDITIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR ANY BUSINESS INTERRUPTION OR DELAY OR LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

- A. Indemnification by CampusLogic. CampusLogic shall indemnify, defend and hold Customer, and Customer's officers, directors, and employees (each, a "Customer Indemnitee") harmless from and against any claim, demand, suit, loss cost, damages, or proceeding ("Claim") made or brought against a Customer Indemnitee by a third party (i) arising out of CampusLogic's negligence or willful misconduct or a material breach of CampusLogic's obligations under Section 7 (Data) or Section 9 (Confidentiality); or (ii) alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party. Such indemnification obligations are limited solely to the extent such Claim does not arise from any modification of the Services by Customer, or access to or use of the Services in combination with any hardware, system, software, network, or other materials not provided or authorized by CampusLogic, or access to or use of the Services in violation of any applicable laws and regulations, or for a purpose not contemplated by the Documentation. CampusLogic shall indemnify Customer for any damages to the extent based upon such a claim, and for reasonable attorney's fees incurred thereby; provided, that Customer (a) promptly gives CampusLogic written notice of the Claim; (b) gives CampusLogic sole control of the defense and settlement of the Claim (provided that CampusLogic may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to CampusLogic all reasonable assistance, at CampusLogic's expense.

If the Services violate any third-party Intellectual Property Rights, or if Customer's or Users' use of the Services is threatened to be enjoined, CampusLogic may, at its sole cost and expense, obtain the right for Customer to continue to use the Services as contemplated by the Agreement; modify or replace the Services to make the Services non-infringing; or by written notice to Customer, terminate this Agreement and provide Customer with a pro-rated refund of prepaid and unused fees for the then-current annual term. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDY AND CAMPUSLOGIC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM

THAT THE SERVICES INFRINGE OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

B. Reserved.

12. CUSTOMER SUPPORT

- A. Scope. Customer Support will consist of: (i) telephone and email support; (ii) correction of errors to keep the Services in conformance with the user Documentation included in the Services; and (iii) updated versions of the Services provided by CampusLogic Customer Support to its general customer base of subscribers at no additional charge. Support will not include: (i) set-up, training, installation, or configuration of hardware and/or software required for the Customer to access the Online Service; or (ii) custom reporting.
- B. CampusLogic will provide customer support pursuant to its Customer Support Guide then in effect, which may be located here: <http://campuslogic.com/CustomerSupportGuide>. CampusLogic agrees that it will not materially decrease the levels of support current provided in its Customer Support Guide. Customer agrees and acknowledges that CampusLogic may modify its Customer Support Guide at any time and that such modifications will be posted on the CampusLogic website.
- C. The Customer Administrator shall initiate all requests for Support. The Customer Administrator must be trained, qualified and authorized to communicate all necessary information, perform diagnostic testing under the direction of a CampusLogic customer support representative and be available during the performance of any support if required.

13. GENERAL PROVISIONS

- A. Surviving Sections. Sections 6 (Representations and Warranties), 7 (Data), 8 (Intellectual Property), 9 (Confidentiality), 10 (Limitation of Liability), 11 (Indemnification), and 13 (General Provisions) shall survive termination of this Agreement.
- B. Modifications. CampusLogic reserves the right to modify non-material terms of these Terms and Conditions, at any time, by providing notice of such modified Terms and Conditions to Customer as set forth herein. CampusLogic will post the modified Terms and Conditions on the CampusLogic website (www.campuslogic.com/legal) and Customer will be notified via email or other notification through the Site or Services of the modified Terms and Conditions at least thirty (30) days prior to the effective date of the modified Terms and Conditions. Any material modifications to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms Unless otherwise expressly set forth in a Subscription Order Form, the non-material modified Terms and Conditions will be deemed accepted and become effective thirty (30) days after the effective date of such notice unless Customer provides CampusLogic written notice of rejection of the modifications during such thirty (30) day period. Customer's continued use of the Service following the effective date of the non-material modified Terms and Conditions and silence during the notice period will constitute Customer's consent and approval to the modified Terms and Conditions, which are incorporated into the Customer's Agreement with CampusLogic and replace the prior version of the Terms and Conditions in its entirety.
- C. Successors and Assigns. The Agreement is binding upon, and will inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

- D. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intend to or shall confer upon any other person any legal or equitable right.
- F. Relationship of the Parties. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any matter whatsoever.
- G. Subcontractors. CampusLogic may from time to time in its discretion engage third parties to perform certain services provided that CampusLogic shall remain liable for the actions and services provided by such third-party subcontractors at all times.
- H. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
- I. Notices. All notices, requests, and other communications hereunder have binding legal effect only if in writing and addressed to a party at the contact information specified in the applicable Subscription Order Form. Notices sent in compliance with this section will be deemed effectively given (i) when received, if sent by a nationally recognized overnight courier, or (ii) when sent, if by email, in each case with confirmation of transmission.
- J. Reserved.
- K. Reserved.
- L. Conflicts. If any provision of a Subscription Order Form conflicts with any provision in these Terms and Conditions, the provisions of the Subscription Order Form shall take precedence.
- M. Entire Agreement. The Subscription Order Form(s) executed by the parties, these Terms and Conditions and the CampusLogic Service Level Agreement , attached as Exhibit A and incorporated by reference, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), together with all schedules and addenda hereto or incorporated by reference constitute the entire Agreement between the parties and supersedes all prior proposals or representations, contracts or agreements, whether written or oral, regarding the Services. Notwithstanding any prior agreements, these Terms and Conditions and the Service Level Agreement shall supersede and replace in their entirety all prior versions, contracts, or agreements related to the Services provided under a Subscription Order Form. No additional terms, modifications, edits (whether hand-marked) will be valid or accepted or form part of this Agreement unless accepted in writing by both parties hereto. A negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement.
- N. Reserved.

APPENDIX A - DEFINITIONS

“Agreement” means collectively these Terms and Conditions, the CampusLogic Service Level Agreement, one or more Subscription Order Forms executed on behalf of Customer and CampusLogic, each incorporated herein by reference, and any other addendum or exhibits expressly agreed upon in writing by the parties hereto.

“Customer Administrators” means the primary Customer contact(s) for communicating with CampusLogic concerning Support or making any other request or providing any notice.

“Customer Data” means all electronic data or information provided to CampusLogic in connection with the Services by Customer, and third parties on behalf of or pertaining to Customer, including without limitation all data collected from Customer’s students and parents.

“Customer Users” may include but are not limited to Users who are Customer employees or third parties with which Customer transacts business.

“Documentation” means CampusLogic’s published guides, manuals, configuration documents, online help system, and other User and system materials made available to Customer. CampusLogic reserves the right to add, delete, or modify the Documentation at any time, provided such changes do not materially alter or diminish what Ordering Activity has contracted for.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Malicious Code” means any virus, sniffer, back door, worm, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

“Services” means the right to use, on a subscription basis, the CampusLogic products, programs, features, and services specified in all Subscription Order Forms between CampusLogic and a Customer. Services shall include the Implementation Services and Additional Services, if any.

“Service Effective Date” means the date specified on any Subscription Order Form whereby CampusLogic agrees to provide the Services to which the Customer has subscribed.

“Student Users” may include but are not limited to Users who are Customer’s students, prospective students, parents or guardians or other authorized users of students or prospective students.

“Subscription Order Form” shall mean the document by which Customer orders any Services; each Subscription Order Form will incorporate these Terms and Conditions and the CampusLogic Service Level Agreement by reference, each of which is incorporated into the Agreement.

“Users” means individuals who are authorized by Customer to use the Services on behalf of and for the benefit of Customer only, and who have created an account in the Services or have been supplied user identifications and passwords by Customer (or by CampusLogic at Customer’s request).

Exhibit A
CAMPUSLOGIC SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is incorporated by reference in any executed Subscription Order Form between CampusLogic and Customer. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Subscription Order Form between CampusLogic and Customer. Subject to the Agreement (as defined in the Subscription Order Form), CampusLogic will use commercially reasonable efforts to make the Services available as set forth in this Service Level Agreement.

1. AVAILABILITY

A. Formula. The Services will, subject to the limitations and exceptions listed below, be available 99.9% of the time during each calendar month from the Service Effective Date (referred to herein as the “Availability Commitment”). The Services will be “available” if the Services are available for access and use by Customer and its Users over the Internet and operating in material accordance with the Documentation provided to Customer. The availability of the Services for a given month will be calculated according to the following formula (referred to herein as the “Availability”):

Where: Total minutes in the month = TMM

Total minutes in the month the Online Services are unavailable = TMU

And: $(TMM - TMU) / TMM$

B. Limitations. For purposes of this calculation, the Services will be deemed to be unavailable (referred to herein as “Unavailable”) only (i) if the Services do not respond to HTTP requests issued by CampusLogic's monitoring software, or (ii) for the duration of a Severity-1 Error as defined in the CampusLogic Customer Support Guide currently in effect (available at <http://campuslogic.com/CustomerSupportGuide>.) Further, the Services will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 2 of this SLA. CampusLogic's records and data will be the basis for all SLA calculations and determinations.

C. Requested Maintenance. Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage or as Unavailability of the Services.

2. EXCEPTIONS

A. The Services will not be considered to be Unavailable for any outage that results from any maintenance performed by CampusLogic (a) prior to the Service Effective Date; or (b) during CampusLogic's standard maintenance windows which occur Saturdays and Sundays between 12:01am and 6:00am Eastern Standard Time (collectively referred to herein as “Scheduled Maintenance”).

B. The Services will not be considered Unavailable for any outage of the Services due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents; (b) delays or failures due to circumstances beyond CampusLogic's reasonable control that could not be avoided by its exercise of due care; (c) failures of Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability outside of the CampusLogic network; or (d) any suspension of the Services as set forth in the Agreement.

3. REMEDIES

A. Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

i. If the total Availability (as calculated in Section 1 above) for a given month is less than the Availability Commitment, Customer will receive one Service Credit. In addition, each 100 minute increment by which the allowable Unavailability is exceeded, Customer will receive one-half (1/2) of a Service Credit.

ii. For purposes of this SLA, a Service Credit will be deemed to be an amount equal to the pro-rata Fee for one (1) day of the subscription to the affected Services (herein referred to as "Service Credit"). The total Service Credits for a given month will, in no event, exceed an amount equal to fifty percent (50%) of the then-current pro-rata monthly Fee for the applicable subscription to use the affected Services. Service Credits will be applied to extend the Term of Service of the applicable Subscription Order Form.

iii. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered Unavailable for purposes of this SLA) if Customer is not current in its payment obligations. CampusLogic has no obligation to issue any Service Credit unless Customer reports the Unavailability to CampusLogic immediately upon becoming aware of such outage.

B. Upon written request from Customer, CampusLogic shall promptly provide a report specifying the level of Unavailability and Service Credits due (if any) for the requested month. To receive Service Credits, Customer must submit such request within 90 days after the end of the month in which the Services were Unavailable.

C. This Section 3 sets forth CampusLogic's sole obligation and liability and Customer's sole remedy for any service level failure as set forth in this section 3.

4. MODIFICATIONS

A. CampusLogic reserves the right to modify the non-material terms of this Service Level Agreement, at any time, by providing notice of such modified terms to Customer as set forth herein. All modifications will be posted on the CampusLogic website (www.campuslogic.com/legal) and Customer will be notified of such modifications at least thirty (30) days prior to posting of the modified Service Level Agreement. Modifications will be deemed accepted and become effective thirty (30) days after the date of such notice unless Customer provides CampusLogic written notice of rejection of the modifications during such thirty (30) day period. Customer's continued use of the Service following the effective date of the modification and silence during the notice period will constitute Customer's consent to the modified Service Level Agreement. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.