

## SOFTWARE SERVICES ADDENDUM

1. Integration. This Software Services Addendum (“**Addendum A**”) attached to that certain Master Services Agreement between the parties (the “**MSA**”) constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum A are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum A expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum A and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>

3. Access and Use.

3.1 Provision of Access. Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6 of the MSA) right to access and use the Platform during the Subscription Term, solely for use by Authorized Service Recipients in accordance with the terms and conditions set forth in this Addendum. Such use is limited to Customer's internal use. The total number of Authorized Service Recipients and buildings covered (if applicable) set forth in the applicable Order Form cannot be decreased during the Subscription Term, and the total number of Authorized Service Recipients and buildings for which the Platform is used (if applicable) will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and, if increased, subject to any appropriate adjustment of the fees payable in connection therewith. If any amount owing by Customer under this or any other agreement for the Services is 30 days or more overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company's use of the Platform until such amounts are paid in full.

3.2 Access and Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Addendum. Customer may not access or use the Platform if Customer is Company's direct competitor, except with Company's prior written consent. In addition, Customer may not access or use the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Service Recipients to: (i) copy, frame, mirror, modify, or create derivative works of the Platform or Pre-Existing Materials, in whole or in part, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (ii) rent, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Pre-Existing Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Platform or Deliverables. Customer shall not disclose the results of any benchmark tests run on the Platform, without the prior written approval of Company.

3.3 Passwords. Customer and its Authorized Service Recipients are responsible for keeping its passwords and access credentials associated with the Platform confidential and assumes all responsibility for doing the same. Neither Customer nor any Authorized Service Recipients shall sell or transfer them to any other person or entity. Customer will promptly notify Company about any unauthorized access to its passwords or access credentials. Company acknowledges that Company must have access to Customer's systems and any and all systems and resources to perform its duties. As such, Company must have access to Customer's passwords. If a password is lost or not available, Company will not be held liable for being unable to provide the Platform or the Services.

3.4 Suspension. Company may suspend or terminate Customer's right to access or use any portion or all of the Platform, or its Services, immediately upon notice if: (i) Customer's use of the Platform (a) poses a security risk to the Platform or any third party, (b) could adversely impact Company systems, the Platform, or the systems or data of any other Company customer or third party, (c) could subject Company, its Affiliates, or any third party to liability, or (d) could be fraudulent, illegal, or contrary to Company's documentation or instructions; or (ii) Customer is in breach of this Addendum. If Company suspends Customer's right to access or use any portion of the Platform, Customer remains responsible for all fees and charges Customer incurs during the period of suspension.

4. Types of Support Services Available. Company shall provide the Customer with one or more of the following support services:

4.1 Basic Support Services.

*Telephonic Hotline and Email Support.* Company shall maintain a telephone hotline and email service that allows Customer to obtain assistance in operating the Platform and report defects in its functionality between the hours of 8 a.m. and 5 p.m. EST, Monday through Friday, except on national holidays.

*Software Maintenance and Error Correction.* Company performs regular maintenance on the Platform and will provide Customer with access to Maintenance Releases per the terms contained herein. In addition, Company shall use reasonable diligence to correct verifiable and reproducible errors in the Platform as follows:

*Severity Level 1 Errors* – Problems that involve fundamental operability or functionality of the Platform that preclude productive use shall be addressed promptly upon report by Customer and on a continuous basis, 12 hours per day, seven days per week, until the problem is resolved.

*Severity Level 2 Errors* – Significant problems that involve the functionality of the Platform, but do not preclude productive use, shall be addressed promptly upon report by Customer and on a continuous basis, eight hours per day, five days per week, until the problem is resolved or a reasonably acceptable workaround is provided.

*Severity Level 3 Errors* – Inconvenient problems that do not preclude productive use of the Platform shall be addressed promptly following report by Customer and will be resolved in future Maintenance Releases.

Notwithstanding any of the foregoing, Company shall not be obligated to provide error correction support services set forth in this subsection for the Platform if it has been modified, repaired, or altered in any way except as authorized in writing by Company, or superseded for at least nine months by a subsequent Maintenance Release. Company also shall not be required to provide any error correction support services where Customer fails to submit a listing of output from the Platform and any other data Company may require to reproduce any error and the operating conditions under which it occurred. Finally, Company shall not be obligated to provide error correction support services for any software other than software comprising the Platform subscribed for pursuant to this Addendum A and the applicable Order Form, or provide any error correction support services required due to the fault or negligence of Customer, or service any equipment of Customer, or provide Customer with any supplies or accessories.

#### 4.2 Additional Support Services.

*Additional Training.* Additional training in the use of the Platform shall be available at times mutually convenient to Company and Customer during the Subscription Term and Company reserves the right to charge additional fees for such training.

*On-Site Support.* Company will use reasonable efforts to provide on-site support for the Platform to Customer within 15 business days of Customer's request therefor, but Customer acknowledges and agrees that scheduling of such on-site support is entirely dependent upon the availability of Company Personnel and may not occur within such 15-day period. Where Company provides on-site support in any instance other than correcting a problem constituting a Severity Level 1 Error as specified above, Customer shall pay an additional fee for reasonable travel time and expenses (including, but not limited to, airfare, hotel, and meal expenses) incurred by Company Personnel providing the on-site support. Notwithstanding the foregoing, in lieu of on-site support, Company, in its sole discretion, may provide support services through the use of remote meeting software or video conference.

*Project Management Support.* Project management support shall consist of the efforts of Company Personnel providing services to Customer other than the services listed above, including, but not limited to, assisting Customer in installing and using the Platform. Company reserves the right to charge additional fees for such support.

5. Platform Availability. Company shall use commercially reasonable efforts to keep the Platform operating smoothly and efficiently and to make the Platform available 24 hours a day, 7 days a week, except for: (i) Scheduled Downtime, of which Company shall give notice via the Platform and which Company shall schedule to the extent practicable during the weekend hours (i.e., from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday) or such other days and times so as to minimize interference with Customer's daytime business activities; or (ii) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, Force Majeure Events, strikes or other labor problems (other than those involving Company's employees), or internet service provider failures or delays. Customer acknowledges and agrees that, given that the Platform operates using computer equipment, computer software programs, telecommunications services, and the internet, Company shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control. Company will maintain adequate backup arrangements and equipment in order to maintain Customer's data stored on or through the Platform in the event of the failure of any of Company's equipment.

6. Platform Downtime. If Customer opts out or otherwise objects in writing to Company prior to commencement of a Scheduled Downtime, Company shall not be liable for the failure to obtain any such updates or other maintenance or adjustments to the Platform. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies to the extent that such delays or deficiencies are caused by Customer's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

7. Maintenance Releases. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Deliverables) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Company to Customer are deemed part of the Platform. Customer agrees that Company has no obligation to continue to provide or enable any particular features or functionality. Customer does not have any right hereunder to receive any New Versions of the Platform that Company may, in its sole discretion, release from time to time. Company may license any New Version at Company's then-current list price and subject to a separate Order Form, provided that Customer is in compliance with the terms and conditions of this Addendum.

8. Platform Suggestions and Improvements. If Customer provides any suggestions to Company or its Affiliates, Company will be entitled to use the suggestions without restriction. Customer hereby irrevocably assigns to Company all right, title, and interest in and to the suggestions and agrees to provide assistance in documenting, perfecting, and maintaining Company's rights in the suggestions.

9. Use of Data. Customer hereby grants Company a perpetual, royalty-free license to use all data and analytics related to the Platform, and Customer's use thereof, for purposes of using the data to improve the Platform and the product offerings of Company, and for other purposes, including, without limitation, other business applications by Company, all of which rights shall survive the expiration of the term or termination, and shall be without any payment from Company.

10. Student and Staff Records. Company acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "**Records**"). The Records are the sole property of Customer. Company shall maintain the confidentiality of the Records. Company shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. Company may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure. Customer is solely responsible for obtaining all rights, permissions, and consents from its users and other personnel that are necessary to grant the rights under this Addendum.

11. Company's Responsibilities.

- 11.1 Company shall provide the Platform in accordance with applicable laws and government regulations.
- 11.2 Company will employ reasonable safeguards to protect the security of the Platform.

12. Customer's Responsibilities.

12.1 Customer shall pay the subscription fees set forth in the applicable Order Form, on payment terms set in the MSA.

12.2 Customer is responsible and liable for all uses of the Platform and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Service Recipients, and any act or omission by an Authorized Service Recipients that would constitute a breach of this Addendum if taken by Customer will be deemed a breach of this Addendum by Customer. Customer shall use reasonable efforts to make all Authorized Service Recipients aware of this Addendum A's provisions as applicable to such Authorized Service Recipients' use of the Platform and shall cause Authorized Service Recipients to comply with such provisions.

12.3 Customer shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of Customer Materials and of the means by which Customer acquired its Customer Materials; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Company promptly of any such unauthorized access or use; and (iii) use the Platform only in accordance with Company's guidelines, as may be amended from time to time, and applicable laws and government regulations.

12.4 Customer shall not: (i) make the Platform available to anyone other than Authorized Service Recipients; (ii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Platform to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

12.5 If Customer is in material breach of any obligations, in addition to any of its other rights or remedies, Company reserves the right to immediately suspend Customer's use of the Platform without liability to Customer, until such breach is cured.

12.6 Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Platform. Company will promptly return to Customer or securely dispose of all Customer Materials in its possession. Customer shall pay Company's then-current standard rates for Company's work to destroy or to format, prepare, and deliver Customer Materials to Customer.

13. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Customer acknowledges that the Platform is made available pursuant to license in accordance with the terms of this Addendum A and neither the Platform nor any Platform services constitute Deliverables under the MSA.

14. Warranties and Warranty Disclaimer.

14.1 Company warrants that (i) Platform will perform materially in accordance with documentation made available to Customer and (ii) the functionality of Platform will not be materially decreased during a Subscription Term.

14.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.1, THE PLATFORM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS 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.

14.3 Each party represents and warrants that it will not intentionally or maliciously transmit to the other party any Malicious Code.

14.4 Customer warrants that it and its agents, and any person acting for the benefit of Customer or on its behalf or with its authorization, will in all respects comply with all applicable laws and regulations and refrain from violating the rights or infringing the interests (or attempting to do so) of any third parties in connection with the use of the Platform, including without limitation in the selection, gathering, creation, modification, uploading onto the Platform, maintenance, preservation, retrieval, dissemination, other utilization, and (for Customer, only) granting access of and to the Uploaded Content stored in Customer's Platform area. Customer affirms that it has, and at all times will have, all necessary rights, licenses, consents, and permissions (without the need for any additional approval, waivers, or releases, or payment to another person or entity) to submit, store, develop, use, disseminate, and grant access to all of the Uploaded Content with regard to any restraints that otherwise might be imposed by law or contract protecting copyrights, patents, trademarks, trade

secrets, trade names, or privacy, publicity, or confidentiality (including statutory and contractual restrictions on disclosure and appropriation), and/or for any other intellectual property rights or rights or interests arising in connection with proprietary information.