



RNL Virtual Experience: StudentBridge Terms and Conditions

All Services provided by StudentBridge are subject to and governed by the following:

1. **LICENSES.** StudentBridge hereby grants Client (a) a non-exclusive, terminable, non-sublicensable, non-assignable, worldwide, limited license to access and use the Services solely for Client's business operations in accordance with these terms and payment of all applicable fees ("**Customer License**"), and (b) the right to permit visitors to Client's web and mobile properties that promote Client's school ("**Visitor(s)**") to access the content hosted by StudentBridge ("**Visitor License**"); provided that, Client shall be responsible for any breach of these terms by any Visitor. The licenses granted to Customer in this section 1 shall terminate upon expiration or termination of the Agreement. Termination will result in the deactivation of Services and forfeiture of access to the Client account. Except as explicitly set forth in this section 1, Client will not, nor permit or encourage any third party to, directly or indirectly, (a) use the Services or modify, copy, distribute, transfer, reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Software, or (b) modify, translate, or create derivative works based on the Services or any Software.
2. **PROPRIETARY RIGHTS.** Except for the rights explicitly granted to Client pursuant to these terms, StudentBridge and its third-party licensors shall own all right, title and interest in and to the (a) Services and any Software and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, and (c) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "**StudentBridge IP**"). To the extent Client acquires any right, title or interest in any StudentBridge IP, Customer hereby assigns all of its right, title, and interest in such StudentBridge IP to StudentBridge.
3. **CUSTOMER COMPLIANCE.** StudentBridge may suspend Client's account and access to the Services at any time and without notice if StudentBridge believes that Client is in violation of these terms or its payment obligations under the Agreement. Although StudentBridge has no obligation to monitor Client's use of the Services, StudentBridge may do so and may prohibit any use it believes may be (or alleged to be) in violation of these terms.
4. **CONTENT OWNERSHIP.** After full payment of the all applicable fees, StudentBridge assigns to Client its rights in the final videos and final map artwork that StudentBridge delivers to Client pursuant to the Agreement and are approved by Client (the "**Content**"). Rights are for the Client Content only and do not apply to the player, microsite or other coding developed by StudentBridge. StudentBridge shall retain sole ownership to the design and code of the player/platforms and microsities. The Client hereby grants StudentBridge all necessary rights in the Content to perform StudentBridge's obligations under the Agreement.
5. **VIDEO AND MAP STORAGE.** StudentBridge shall put in place reasonable safety procedures for the back-up of filming footage captured and maps created during the performance of the Services. All unused footage and maps will be deleted from StudentBridge data storage upon the earlier of (a) final edit approval or (b) 90 days after the Content is provided to Client for review.

Unless explicitly agreed to by Client, RNL and StudentBridge, raw copies of footage and maps used in final edits for Production Services will be kept for six (6) months in the event of re-edits. After this time, they may be deleted. Encoded versions of the final edits for Production Services will be kept in multiple, redundant locations for as long as the Agreement remains in place. If Client requires raw footage or maps from Production Services to be stored for longer periods, Client must inform RNL and StudentBridge, StudentBridge will provide a quote covering extended storage, and StudentBridge will have no obligation to store the raw footage or maps if Client does not pay the extended storage fee. StudentBridge is not responsible for retaining footage or maps for Creative Services beyond the circumstances and time frames specified in this section.

6. **LOGIN CREDENTIALS.** StudentBridge will provide access to its Client portal. Client must (a) ensure that credentials for access to the Services are not shared or otherwise used by anyone other than the Client employee to whom the credential is assigned; (b) ensure that passwords conform to the StudentBridge password policy; (c) keep all login credentials secure; (d) notify StudentBridge immediately when an employee is no longer employed by the Client or no longer needs access to the portal so that StudentBridge can deactivate the employee's login credentials; (e) ensure that any individual that Client provides with a credential for access to the Services will use his or her reasonable efforts to prevent any third party from obtaining such credentials; (f) inform StudentBridge immediately of any actual or potential unauthorized access to the Services of which it becomes aware, and (g) ensure that there is no unauthorized access to or damage to the Services or Student Bridge's systems associated with Client's credentials.
7. **SECTION 508 COMPLIANCE.** StudentBridge will deliver the Services developed for the Client on the date of creative Services handover in compliance with Section 508 and WCAG 2.0 Level AA standards. If there are subsequent changes to Section 508, WCAG 2.0 or any other applicable regulations and Client requires compliance with such standards, Client must inform RNL and StudentBridge, StudentBridge will quote a project to the Client to modify the Services to comply to the new standards, and StudentBridge will have no obligation to comply with such standards if Client does not pay the fee for the modifications.
8. **LIMITED WARRANTIES.** Each party represents and warrants that (a) it will comply with all applicable laws, rules, and regulations in the course of its performance under the Agreement, and (b) it has the authority to enter into this Agreement. StudentBridge represents and warrants that all Services shall be performed in a workmanlike manner and in accordance with prevailing industry standards. EXCEPT AS EXPRESSLY STATED IN THE PRIOR SENTENCE, THE SERVICES ARE PROVIDED "AS IS." STUDENTBRIDGE MAKES NO OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, TITLE, ERROR-FREE OR UNINTERRUPTED USE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, ALL AND ANY OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO ALL PROJECTS, PRODUCTS, UPDATES, UPGRADES AND ALL OTHER SERVICES, DELIVERABLES, MATERIALS AND OTHER ITEMS FURNISHED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED AGREEMENT. FURTHER, STUDENTBRIDGE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING THE SERVICES.

9. **INDEMNIFICATION.** Except as provided below in the section titled “Dispute Resolution”, with respect to arbitration proceedings between Client and StudentBridge, each Party (the “**Indemnifying Party**”) shall defend, indemnify, and hold harmless the other party (the “**Indemnified Party**”) and its subsidiaries, business units, affiliates, parent companies, predecessors, and successors and their respective officers, directors, executives, managers, members, managing members, employees, agents, shareholders, trustees, joint ventures, partners, successors and assigns, past and present, from and against all third party costs, losses, claims, actions, proceedings, demands, liabilities, and suits of any kind or nature (“**Claim**”), or any loss, direct damage, settlement, cost, expense or any other liability, including reasonable attorneys’ fees, costs, and expenses, finally awarded against the Indemnified Party in connection with or in settlement of any such Claim to the extent arising out of the Indemnifying Party’s breach of this Agreement; provided that, in addition to using all commercially reasonable efforts to mitigate damages, the Indemnified Party gives the Indemnifying Party (a) prompt written notice of any Claim and of all prior related claims; (b) sole control of the defense and settlement of the Claim; and (c) full cooperation in any defense or settlement.
10. **LIABILITY LIMITATIONS. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, ANTICIPATORY, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. STUDENTBRIDGE’S AGGREGATE LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY CLAIMS OF ANY KIND RELATED TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT). THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**
11. **NO WAIVER.** No delay or failure in exercising any right under the Agreement and no partial or single exercise thereof shall be deemed a waiver of such right or any other rights. No consent to a breach of any term or condition shall constitute a consent to any prior, subsequent, or other breach.
12. **CLIENT COOPERATION & “PAUSE CLAUSE”.** Client acknowledges that its timely provision of and access to, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees are essential to perform its obligations hereunder, and that StudentBridge shall not be liable for any deficiency in performing such obligations if such deficiency results Client’s failure to provide such resources. Client is expected to provide full feedback for any stage of Services, content review and microsite customization within five (5) business days. If feedback is not forthcoming within this timeframe, the Services will be subject to a “Pause Clause”, placed in queue with other projects and a new timeline will be presented by StudentBridge once feedback is received from Client. If the feedback regards the final version, the Services will be deemed approved and complete after ten (10) business days. After this ten (10) day period, any requests will be treated as additional Services, outside the original scope.
13. **RESTRICTIONS ON EXPORT.** Client may not remove or export from the United States or allow the export or reexport of the Software or anything related to the Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

14. SEVERABILITY. If any court of competent jurisdiction determines that any provision of these terms is unenforceable, the remainder will continue in full force and effect and the offending provision shall be interpreted to whatever extent possible to give effect to its intent.