



## Conduit Standard Terms & Conditions

Ruffalo Noel Levitz, LLC and/or its partners (“**RNL**”) provides **Conduit**, an interactive engagement and communication platform, which can be deployed throughout the entire college enrollment process. With capabilities such as online events, streaming live video and endured webcasts, chat, email marketing and global SMS, **Conduit** allows for cultivation of stronger relationships, leading to better enrollment results (the “**Services**”). The following terms and conditions apply to all Clients who have purchased **Conduit** from RNL. RNL reserves the right to modify these terms at any time.

- 1. Use of logo and school name.** RNL shall have the right to refer to the Customer as a Customer of RNL in its advertising and promotional materials, as well as publish its own press releases regarding RNL. RNL shall submit to Customer a copy of all advertising and promotional materials containing Customer’s identity, products or branding prior to their first use for Customer’s approval, in Customer’s sole and absolute discretion.
- 2. Warranty.** RNL warrants that the Services will have the functionality and perform in accordance with the specifications set herein, under normal use and circumstances. RNL’s sole obligation to Customer for a breach of the foregoing warranties shall be to use commercially reasonable efforts to promptly repair such errors as quickly as possible. EXCEPT FOR THIS EXPRESS WARRANTY, RNL DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SERVICES ARE OTHERWISE PROVIDED ON AN “AS IS” BASIS.
- 3. Approval by Customer.** The Customer will have, in Customer’s sole and absolute discretion, approval over the design of Customer’s **Conduit** platform and all Services, subject to the limitations of templates and colors provided by the software. If the Customer desires a design outside of the aforementioned limitations, additional professional services fees may apply.
- 4. Term & Termination.** The initial term for Services of this Agreement shall commence upon execution of this Agreement and continue for 12 months. Upon expiration of the initial term, this Agreement and related Statement of Work will automatically renew for successive extended terms of one year with a price adjustment of 5% per year, unless the Customer or RNL gives 30 days’ notice prior to the expiration of the then-current term. Customer may terminate this agreement before the 30 days’ notice period, however no refunds will be provided.
- 5. Payment.** All amounts payable by the Customer for the Services (“**Fees**”) are due as specified in the Payment Details section in the SOW. All payments shall be made to RNL. RNL may, at its option, charge Customer interest of 1.5% per month and collection charges on any Fees not paid when due. Although RNL considers its Services to be non-taxable, sales and use tax laws are changing constantly. Should the Services in this Agreement be considered taxable, RNL may bill Customer for such taxes and Customer will be responsible for the payment of any present or future sales, use, excise or other similar tax (excluding taxes based on RNL’s net income) applicable to the Services.
- 6. Limitation of Liability.** IN NO EVENT WILL CUSTOMER OR RNL BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL PENALTIES OR DAMAGES, INCLUDING LOST PROFITS, EVEN IF THEY WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT ANY LIABILITY OF RNL AND ITS LICENSORS FOR DAMAGES ARISING OUT OF THE PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES, REGARDLESS OF THE FORM OF ACTION,

SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE PARTICULAR SERVICES RENDERED. EXCEPT FOR CLAIMS FOR PAYMENT, ANY CLAIMS NOT MADE AGAINST EITHER PARTY WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE ACTIONS (OR FAILURE TO ACT) GIVING RISE TO SUCH CLAIM SHALL BE DEEMED WAIVED AND RELEASED.

7. **Conflicting PO Terms.** In the event that Customer issues a purchase order to RNL covering the Services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or any Schedules and attachments hereto, or which establish conflicting terms and conditions to those set forth in this Agreement or any Schedules and attachments hereto, are expressly rejected by RNL.
8. **Force Majeure.** Neither Customer nor RNL shall be liable in damages, or shall be subject to termination of this Agreement by the other party, for any delay or default in performing any obligation hereunder (other than payment obligations) if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that entity; provided that, in order to excuse its delay or default hereunder, the entity experiencing such delay shall notify the others of the occurrence or the cause, specifying the nature and particulars thereof and the expected duration thereof; and provided further, that within fifteen (15) calendar days after the termination of such occurrence or cause, such entity shall give notice to the others specifying the date of termination thereof. All obligations of both parties shall return to being in full force and effect upon the termination of such occurrence or cause. For the purposes of this Section 8, a “cause beyond the reasonable control” of a party shall include, without limiting the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared).
9. **Lawful Use.** As a condition to receiving access to **Conduit**, Customer agrees at all times to comply with all applicable Federal, State, local and other laws, rules and regulations relating to its use of **Conduit**. Customer acknowledges that RNL has the right to suspend or terminate Customer’s access to and use of **Conduit** in the event that they become aware of any illegal or improper use thereof.
10. **Additional Terms.** With the purchase of Q-Mail, the following terms are included through reference: <https://s3.amazonaws.com/pq-resources/email/Contracts/Q-Mail+Terms++Conditions+0103191.pdf>. With the purchase of Q-Message, the following terms are included through reference: <https://s3.amazonaws.com/pq-resources/email/Contracts/Q-Message+Terms+and+Conditions.pdf>.
11. **Date of Execution.** This Agreement is made and entered into as of the date signed by the last party to sign below.