



## Digital Parent Engagement - CampusESP End User Agreement

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CampusESP and RNL are parties to the RNL Reseller Agreement, pursuant to which, among other things, RNL is authorized to sell certain services of CampusESP to clients of RNL. RNL and the University are entering into an agreement that includes, among other things, the resale by RNL to the University of the Parent Portal. As provided in the RNL Reseller Agreement, it is a condition to CampusESP's provision of the Parent Portal for use by the University that the University execute this Agreement with CampusESP. As provided in the agreement between RNL and University, RNL is requiring University to accept this Agreement with CampusESP.

Accordingly, by execution of its agreement with RNL (or a service order or statement of work in connection therewith that includes the provision of the Parent Portal), University accepts and agrees to, and intends to be legally bound by, this End User Agreement with CampusESP.

### A. **Certain Definitions.**

- i. "CampusESP" means CampusESP, Inc.
- ii. "Damages" means any and all losses, claims, obligations, liabilities, actions, suits, proceedings, demands, judgments, payments, costs and expenses (including court costs, amounts paid in settlement, judgments, and reasonable attorney fees and other expenses) and damages of any kind, nature or description whatsoever.
- iii. "Parent Portal" means the CampusESP parent portal established for the University.
- iv. "Parents" means parents, legal guardians or family members of the University's prospective students who may become full-time undergraduate students during the Term. "Parents" do not include current or former students of the University except for those alumni who are also parents, legal guardians or family members of the University's prospective full-time undergraduate students during the Term.
- v. "RNL" Ruffalo Noel Levitz, LLC.
- vi. "RNL Reseller Agreement" means that certain Master Parent Portal Reseller Agreement, dated December 7, 2020, between RNL and CampusESP.
- vii. "Term" means the term set forth in the service order with respect to the Parent Portal provided by RNL to CampusESP pursuant to the RNL Reseller Agreement, subject to termination as set forth in the RNL Reseller Agreement, provided that, termination of the RNL Reseller Agreement will not terminate such term (or Parent Portal access by the University or Parents during such term) so long as CampusESP receives all fees to which it would otherwise be entitled under RNL Reseller Agreement and neither RNL nor the University fails to perform or observe, or commits a breach of, any of the covenants or provisions of the RNL Services Agreement or any other agreement between RNL and CampusESP or this Agreement (and that the term was not terminated as a result of any such matters).
- viii. "University" means the university or organization set forth as the "University" on the signature page below.

- ix. “University Data” means (i) student education records, (ii) student financial records, (iii) student passwords and school identification numbers, and (iv) information that identifies a student or Parent, including their name, address, telephone number, date of birth or social security number.
- B. **Parent Portal.** The University will have the right to use, and for Parents to use, during the Term, the Parent Portal solely for the purpose of Parent engagement. The University’s right to use the Parent Portal does not include, among other things, any use for the purpose of student engagement, career services, procurement or any purpose other than for Parent engagement.
- C. **Help Desk.** CampusESP will provide an online submission and response system for initial customer support and help desk support, for escalations of unresolved online support requests. Help desk support will be available during normal business hours (8:00 am to 5:00 pm Eastern Standard Time, Monday through Friday, excluding Federal holidays) and will consist solely of using commercially reasonable efforts to answer questions from the University via telephone or email regarding the operation or use of the Parent Portal.
- D. **University Responsibilities.**
- i. The University will use the Parent Portal at all times in compliance with (i) this Agreement, subject to the RNL Reseller Agreement, (ii) all applicable local, state, federal and international laws, regulations, and conventions (including any relating to privacy of personal information), and (iii) not in aid of any unlawful, inappropriate or improper act.
  - ii. The University will have responsibility and liability for (i) establishing eligibility criteria and validating, determining and authorizing the parents and legal guardians of the University’s students who may access and use the Parent Portal, (ii) obtaining and maintaining all required consents from students, Parents and third parties for access to University Data, including FERPA consents and releases, and (iii) ensuring legal compliance in connection with the disclosure of student education records and other information.
  - iii. All University Data and content posted, transmitted, received or stored by the University through the Parent Portal will (as between CampusESP and the University) be the sole property of the University. The University accepts CampusESP’s privacy policy that will govern the storage, protection and use of University Data by CampusESP (the current version of which is available at [www.campusesp.com/privacy-policy](http://www.campusesp.com/privacy-policy)). CampusESP will exclusively use any data it receives from the University for fulfilling its obligations under this Agreement and the RNL Reseller Agreement and no other purpose, except as permitted in such privacy policy.
  - iv. The University will not and will not permit or assist any other person or entity to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Parent Portal or any component thereof, (ii) copy, modify, adapt, decompile, reverse engineer, generate source code, attempt to duplicate or make derivative works based upon CampusESP technology, (iii) commercially exploit CampusESP technology in any way, (iv) alter, remove or obscure (and will prevent third parties from altering, removing or obscuring) any trademark, copyright or other proprietary or restricted rights notices, or any associated disclaimers, that may appear in or through use of the service or CampusESP technology, or (vi) use the Parent Portal or CampusESP technology for any purpose other than that for which it is intended. The University will not access the database included in the Parent Portal except through the

front end interface provided by CampusESP, provided that, the University may make changes to such database if properly accessed.

- v. The Parent Portal and all intellectual property rights of CampusESP, including any patents, copyrights, trademarks and trade secrets with respect to any Parent Portal, are and remain the valuable property of CampusESP. Licensed software and products included in the Parent Portal, and all associated intellectual property rights of third parties, are and remain the property of their respective owner. This Agreement and use of or access to the Parent Portal do not convey any rights of ownership to the University in or related to the Parent Portal or other CampusESP technology (including software, code, hardware, systems, products, processes, user interfaces, know-how, documentation, techniques, designs and other tangible or intangible technical material or information) or intellectual property rights (all of which remain with CampusESP). The CampusESP name, logo, and the product names associated with the Parent Portal are trademarks or property of CampusESP, and no right or license is granted to the University to use them.
- vi. CampusESP will have, and the University hereby assigns to CampusESP, exclusive ownership of all documentation, computer programs, source code, software products, reports, forms, templates, ideas, methods, processes, materials, inventions or other work product or information that are developed, discovered, conceived or introduced by CampusESP in the course of providing the Parent Portal, including any that are custom designed for the University any and all patents, copyrights, trade secrets and other proprietary rights related to any of the foregoing.
- vii. The University acknowledges that the Parent Portal and University Data may be compromised. While CampusESP uses industry standard systems to support the Parent Portal, like any technology, the Parent Portal may fail to function, become inoperative or inaccessible, produce errors, or lose, compromise, corrupt or inaccurately report data. CampusESP makes no warranties with respect to the Parent Portal or its performance or security.
- viii. The University acknowledges that the Parent Portal may experience a security breach. As above, while CampusESP uses industry standard systems to secure the Parent Portal and University Data, like any technology, the Parent Portal may experience a security intrusion or data breach. So long as CampusESP uses such systems, CampusESP will have no responsibility or liability for the security of University Data, including any breach of such security or any unauthorized disclosure, misappropriation or unauthorized use or access of any such data.
- ix. The University consents to CampusESP's may publicly referring to the University, orally and in writing, as a user of CampusESP's services and may reference "business case" information to potential clients, investors, governmental bodies and in its marketing efforts.

#### **E. CampusESP Liability Limitations.**

- i. The University acknowledges that CampusESP will provide the Parent Portal and any other services for resale pursuant to the RNL Reseller Agreement. Accordingly, CampusESP will have no obligation or liability whatsoever to the University or any Parent in connection with the Parent Portal or any service. This includes, without limitation, CampusESP's provision, configuration, implementation, integration, testing, security, backup and redundant service capability, error correction, system transition, and maintenance of, and training on, the Parent Portal. Except for Damages arising out of

CampusESP's acts or omissions in violation of its privacy policy (and subject to the limitations set forth in the privacy policy), the University agrees that in no event will CampusESP be liable or responsible to the University or any Parent for, and the University waives any rights the University or a Parent may have to, any Damages from CampusESP. This includes Damages arising out of any failure of the Parent Portal to function in any manner, any service-affecting failure of the systems infrastructure, including any of third parties, that results in the University's inability to use or access all or part of the Parent Portal or information, or any loss, compromise or inaccuracy of information, data loss, corruption or inaccuracy, reporting error, security breach, or use of or reliance on the Parent Portal or any information therein. The University will look solely to RNL with regard to any Damages in connection with any of the foregoing or any sales or customer relations/customer service activities.

- ii. CampusESP does not make, and hereby disclaims, to the full extent permitted by law, any and all express and/or implied (by operation of law or otherwise) and/or statutory warranties, including warranties of merchantability, fitness for a particular purpose, and any warranties based on infringement of third party intellectual property rights or arising from a course of dealing, usage or trade practice. CampusESP disclaims all warranties as to third party software, facilities, servers and other products, equipment or services, even if any may be included in the Parent Portal or CampusESP's services. The Parent Portal and Services are provided on an "as is" and "as-available" basis, and Client's, the University's and Parents' use of the Parent Portal and Services is at their own risk. CampusESP does not warrant that the Parent Portal, any of its services or the data produced using the Parent Portal will meet the University's requirements. The University may not rely on any statement to the contrary by any person. The University hereby waives all Damages based on any of the foregoing.
- iii. CampusESP will not be responsible or liable for the accuracy, quality, integrity, legality, reliability, appropriateness, or copyright of any content or data, including University Data, on or posted, transmitted, received or stored through the Parent Portal.
- iv. IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, RELIANCE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- v. IN THE EVENT CAMPUSESP WILL BE LIABLE TO THE UNIVERSITY OR A PARENT NOTWITHSTANDING THE LIMITATIONS SET FORTH IN THIS AGREEMENT, CAMPUSESP'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE), WILL NOT EXCEED, IN THE AGGREGATE, THE LAST YEAR'S PORTAL ACCESS FEES RECEIVED BY CAMPUSESP FROM RNL UNDER THE RNL RESELLER AGREEMENT IN RESPECT OF THE UNIVERSITY'S PARENT PORTAL.
- vi. THE PARTIES ACKNOWLEDGE THAT CAMPUSESP HAS SET ITS PRICES AND AGREED TO PROVIDE THE PARENT PORTAL AND SERVICES IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THEY FORM AN ESSENTIAL PART OF THIS AGREEMENT. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY (AND THE SEVERABILITY OF SUCH PROVISIONS) AND WILL APPLY NOTWITHSTANDING THE

FAILURE OF ESSENTIAL PURPOSE OF LIMITED WARRANTY OR REMEDY OR THE  
TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- F. **Additional Provisions.** Except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Neither party may assign this Agreement in whole or in part, directly or indirectly, without the express prior written consent of the other party, and any attempted assignment or delegation without such consent will be void; provided, however, that either party may, without the prior consent of the other party, assign all of its rights and obligations under this Agreement to any party purchasing all or substantially all of its assets or any successor entity to such party by way of merger or other business combination. The University may not subcontract, delegate, assign or transfer any of its rights or obligations hereunder to, or otherwise utilize in the course of its performance hereunder the services or business of, any other distributor or third party. This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be changed only by a written document signed by authorized representatives of CampusESP and the University. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format. The word "including" (and correlative words, such as "include" and "includes") shall not be construed as a term of limitation but shall mean including without limiting the generality of any description preceding such term. Each of the parties to the Agreement represents and warrants that all necessary action has been taken to authorize such party's execution, delivery and performance of the Agreement and that the Agreement is the valid and binding obligation of such party, enforceable in accordance with its terms. Except as otherwise expressly provided in the Agreement, the rights and remedies of the parties under the Agreement (including the right to terminate the Agreement and the right to indemnification and the exclusions and limitations on liability) shall be cumulative with and in addition to, not exclusive or in replacement of, any other rights or remedies that may be available under any other agreement between the parties, at law or in equity. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws. Each of the parties to the Agreement hereby submits to the exclusive, personal jurisdiction of either the Federal District Court for the Eastern District of Pennsylvania, the Court of Common Pleas of Philadelphia County, PA or any municipal or local court located in such county for all claims, disputes or controversies involving the parties and relating to the Agreement; provided, however, nothing herein shall prevent a party hereto from asserting a claim for indemnification or any other claim hereunder against the other party hereto in connection with a third party action in the same jurisdiction where a third party action has been brought. Each party hereby knowingly, intelligently and voluntarily waives its right to contest the jurisdiction or venue of either such court, whether on the grounds of inconvenience or otherwise, and each party hereto knowingly, intelligently and voluntarily waives its right to initiate a suit or action against the other party in any other court or forum, except as expressly provided above.