



Priorities Survey for Online Learners™

3 WAYS TO ORDER

PHONE: 800.876.1117

MAIL: 1025 Kirkwood Parkway SW, Cedar Rapids, IA 52404

EMAIL: StudentSuccessTech@RuffaloNL.com

CLIENT INFORMATION

(Dr./Mr./Ms./Mrs./Mx.)

NAME _____

TITLE _____

INSTITUTION NAME _____

STREET ADDRESS _____

CITY _____

STATE _____

ZIP _____

TELEPHONE _____

EMAIL _____

DATE _____

REPORTING INCLUDES:

- Main report with calculated responses compared with national comparisons
- Year to year comparison reports if applicable
- Comparative reporting for all demographic variables
- Single group reports for demographic slices compared with the same national demographic group
- Raw data, with comments and recommendation scores

All results are delivered via an online dashboard with the ability to export the results. Paper and PDF versions of the results are no longer available.

ONLINE ADMINISTRATION

Flat Rate Pricing Based on the Institution's Enrollment (= number of students invited to complete the survey)

NUMBER OF INVITED STUDENTS	FLAT RATE FEE
0-499	\$1,000
500-2,499	\$2,000
2,500-4,999	\$3,500
5,000-9,999	\$5,500
10,000-14,999	\$8,000
15,000-19,999	\$12,000
20,000+	Contact RNL for pricing

NUMBER OF STUDENTS YOU PLAN TO SURVEY _____

FLAT RATE FEE \$ _____

The online administration fee includes access to your online administration portal, email invitations and reminders to survey recipients, real time updates on your completion rate and demographic overviews of who has completed the survey, all completed surveys when the account closes, access to the reporting platform and all of the reports noted above.

Please allow seven business days for online account set up. Watch for an email from StudentSuccessTech@RuffaloNL.com to access your online account for the customization steps.

CANCELLATION FEE: Online administrations cancelled after accounts have been set up are subject to a \$100 cancellation fee.

OPTIONAL SPECIALIZED COMPARISON GROUP

Create your own comparison group by selecting from our list of participating institutions. All groups must meet the criteria established by RNL, including a minimum of 7 institutions. Additional fees will apply for groups with 11 or more institutions. RNL will work with you to identify your requested institutions.

ORDER SPECIALIZED COMPARISON: \$500

ORDER SUMMARY (enter totals from above)

ONLINE ADMINISTRATION FLAT FEE \$ _____

Prices subject to change.

Contact RNL to discuss if your administration project scope doesn't match the standard pricing indicated on this order form. RNL will create a custom pricing proposal for you.

All billing will be done when the order is placed.

PAYMENT OPTIONS

- Payment enclosed
- Purchase order number _____
- Bill me
- Credit Card: Our accounting team will contact you once the invoice is ready.

EXECUTION OF THIS ORDER FORM INDICATES ACCEPTANCE OF THE RNL TERMS AND CONDITIONS BELOW.

SIGNATURE _____

LICENSE AGREEMENT

Ruffalo Noel Levitz, LLC (“RNL”) and Customer agree as follows:

NOTICE—The services described above (“SERVICES”) includes proprietary products and is protected by US copyright laws. Any and/or all components of the SERVICES are licensed (not sold) for use only as described below, and are licensed only on the condition that Customer agrees to the terms and conditions of this AGREEMENT (the “Agreement”).

1. LICENSE—Customer is granted a non-exclusive, non-transferable right to use the SERVICES for non-commercial, educational purposes with respect to postsecondary educational operations conducted by Customer and no others. RNL reserves all rights not expressly granted herein to Customer. Ownership of, and title to, the SERVICES (including any adaptations, copies, or derivative works) shall be retained and held by RNL and/or its licensors. The SERVICES may be used solely as an aid in identifying for Customer services which may be useful to its students to enhance their persistence in completion of their postsecondary education. The SERVICES may not be used as a psychological assessment instrument except in accordance with the laws and regulations of the state in which it is used. Customer is responsible for compliance with all applicable laws and regulations pertaining to its use of the SERVICES. The SERVICES may not be used in screening students for admission, re-admission, continued enrollment, or re-enrollment. The SERVICES may not be copied, modified, or adapted, in part or in whole. Customer agrees to treat the SERVICES as confidential and to take all reasonable steps to protect the SERVICES from unauthorized copy or use. EXCEPT FOR ONLINE ASSESSMENT OPTIONS, THE SERVICES MAY ONLY BE USED WITH ANSWER SHEETS PROVIDED DIRECTLY FROM RNL. USE OF PHOTOCOPIED OR OTHER ANSWER SHEETS NOT PROVIDED BY RNL IS STRICTLY PROHIBITED.

2. TERM—The Agreement is effective until terminated. Customer may terminate it at any time by destroying all components of the SERVICES in Customer’s custody or control (except consumed materials) or returning them to RNL. It will also terminate on conditions set forth elsewhere in this Agreement, or if Customer fails to comply with any term or condition of this Agreement or fails to fully and timely pay its obligations to RNL. Customer agrees, upon such termination, to destroy all components of the SERVICES in Customer’s custody or control (except consumed materials) or promptly return them to RNL. Customer’s termination of this Agreement will not terminate Customer’s obligations to pay for SERVICES consumed.

3. CONFIDENTIALITY—In the event that RNL obtains access to any of the Customer’s records or files of students in connection with this Agreement, or in connection with the performance of RNL’s obligations under this Agreement, RNL shall: i) take all reasonable measures to retain all student data provided by Customer to RNL in a confidential manner; and ii) refrain from any analysis of the data provided by Customer which would result in the personal identification of a student or their parents by persons other than representatives of RNL and its affiliates.

4. LIMITED WARRANTY—RNL has developed guidelines for appropriate administration and use of the SERVICES, and strongly urges that Customer follow the principles, procedures, and guidelines put forth in each component of the SERVICES. RNL MAKES NO WARRANTY, REPRESENTATION, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY RELATED TECHNICAL SUPPORT, INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, RNL MAKES NO WARRANTY OR GUARANTEE THAT USE OF THE WEB-BASED VERSION OVER THE INTERNET WILL BE COMPLETELY SECURE.

5. LIMITED REMEDIES—RNL’s entire liability and Customer’s sole and exclusive remedy for any cause whatsoever regardless of the form of action, arising from or relating to this Agreement shall be the return of all unused materials and refund of fees for such materials paid by Customer to RNL pursuant to this Agreement over the most recent twelve-month period. IN NO EVENT WILL RNL BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING ANY LOST INCOME OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF RNL OR ANY OF ITS AGENTS OR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

6. INFRINGEMENT—In the event that any portion of the SERVICES furnished to Customer by RNL, in RNL’s sole opinion, is likely to or does become the subject of a claim of infringement of a United States patent or copyright which may limit Customer’s use of the SERVICES, RNL may, at its option and expense, procure for Customer the right to continue using the SERVICES or modify the SERVICES to make it non-infringing. If, in RNL’s sole opinion, neither of the foregoing alternatives is reasonably available to RNL, then RNL may terminate this Agreement upon 30 calendar days written notice to Customer and refund the fees paid by Customer to RNL pursuant to this Agreement over the most recent twelve-month period. RNL agrees to hold Customer harmless from any such claim of infringement arising out of Customer’s use of the SERVICES provided RNL is notified promptly in writing and is given complete authority and information required for defending or settling any such claim and further provided that Customer is not in default of any of the provisions of this Agreement. The foregoing states the entire obligation of RNL with respect to any claim, suit, or proceeding for intellectual property infringement.

7. GENERAL—The sole relationship between RNL and Customer is that of independent contractors and neither shall be the employee, agent, or representative of the other nor may Customer use the name of RNL, the SERVICES, or its components in any promotion or advertising. This Agreement shall be governed by the laws of the State of Iowa and jurisdiction for any disputes arising hereunder shall be in the courts of that State. This Agreement is the entire agreement between the parties and replaces all other agreements between the parties relating to the Services, whether written or oral. No change will be made in any of the terms of this Agreement, nor any provision waived, unless in writing, signed by duly authorized representatives of RNL and Customer. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. RNL will not have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. All notices and consents required or permitted herein will be made in writing and will be mailed by certified mail, return receipt requested, to the respective addresses designated by RNL and Customer. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified, or, if necessary, severed to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.