



RNL STANDARD PERSONALIZED FINAID VIDEO TERMS & CONDITIONS

The following terms and conditions ("Terms & Conditions") apply to all Clients who have purchased Personalized FinAid Videos ("Videos") from Ruffalo Noel Levitz, LLC ("RNL"). RNL reserves the right to modify these terms at any time.

1. Provision of Services.

- a. **Agreement to Provide Services.** Subject to these terms and conditions, RNL, through an agreement with Opinion Interactive LLC (dba Spotlight) ("Spotlight"), grants to Client, during the applicable term of Client's order with RNL for the Spotlight Services, a limited, nontransferable, nonexclusive sublicense to permit its employees, students, and guardians of those students ("End Users") to access over the Internet and use the Videos solely to (i) access and use the data made available by Spotlight via the Videos (the "Spotlight Data") solely for its own internal business and research purposes in accordance with the terms hereof; and (ii) support Client's normal course of business and according to the access authority levels assigned by Client and configured by Client or RNL, as applicable.
- b. **Restrictions on Use.** Client and its End Users may not (i) use, license, sell, redistribute, lease, extract or otherwise transfer or assign the Spotlight Services or any component thereof, except as expressly permitted herein; (ii) alter or permit a third party to alter any part of the Spotlight Services; (iii) use or permit the use of the Spotlight Services for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Spotlight Services; (v) use the Spotlight Services in a way that could harm RNL's or Spotlight's network or Videos or impair a third party's use of the Spotlight Services (including by transmitting by or uploading to the Videos any viruses, worms, Trojan horses or other malicious code); or (vi) use the Spotlight Services to try to gain unauthorized access to any service, data, account or network by any means.
- c. **Access Authority Assignment.** Client is solely responsible for determining and assigning access levels and authority to the Spotlight Services to its faculty and administrative End Users and for all use of the Spotlight Services by those End Users. Neither RNL nor Spotlight, nor any of their respective affiliates, service providers or licensors, will have any liability to Client or any third party for any student or guardian End User's use or misuse of the Spotlight Services.
- d. **Configuration of Services.** Client acknowledges that the functionality, features, user interface, user documentation, training and educational information, and any other aspects of or relating to the Spotlight Services may be modified, amended or altered at any time in Spotlight's sole discretion, provided that such changes do not materially adversely affect the functionality of the Spotlight Services.

2. Client Requirements.

- a. **Client Equipment.** Spotlight may establish, from time to time, minimum browser Videos requirements as specified by Spotlight from time to time (the "Videos Requirements"), for the equipment from which the Videos should be accessed so that all licensed functionalities are operational. Client may be required to purchase software, hardware or services (such

as Internet access services and scanner hardware and software) in order to utilize the Spotlight Services or satisfy the Video's Requirements, as may be amended by Spotlight from time to time. Client shall be solely responsible for all such software, hardware and services.

- b. **Access Credentials.** Client is responsible for maintaining the confidentiality of all usernames, passwords and related information (collectively, "Access Credentials") assigned to or connected with its use of Spotlight Services. Client will not permit the sharing of Access Credentials and related information by its End Users. If a faculty or administrator End User leaves the employ of Client or transfers to an unrelated position in Client's employ, Client may designate a replacement End User.

3. Client Data.

- a. The term "Client Data" means information Client creates or otherwise owns, licensed by Client from third parties or otherwise uploaded or transmitted via the Videos on Client's behalf and, in each case, that is uploaded to or processed or accessed by the Spotlight Services. Client: (i) grants RNL and Spotlight the right to use, copy, modify, manipulate and create derivative works of the Client Data as necessary in order to provide and perform the Spotlight Services; (ii) agrees to secure rights in the Client Data necessary for RNL and Spotlight to provide the Spotlight Services without violating the rights of any third party, or otherwise obligating RNL or Spotlight to Client or any third party (except as otherwise set out in this Agreement). RNL and Spotlight may transmit or disclose Client Data to third parties in accordance with Client's or its End User's directions (whether via the Spotlight Services or otherwise), provided in all cases that it is done in conformance with section 3(c) of this agreement.
- b. **Treatment of Client Data upon Termination.** Upon expiration or termination of Client's license to access and use the Spotlight Services, Client must notify RNL (which may be via email) within five (5) days of expiration or termination whether to (i) disable all Client accounts relating to the terminated Spotlight Services and delete the Client Data in such accounts; or (ii) provide Client with limited access to its account for a period of ninety (90) days after the date of such expiration or termination (the "Retention Period") for the sole purpose of permitting Client to retrieve its Client Data, in which case Client will reimburse RNL or Spotlight, as applicable, if there are any applicable costs; provided, however, that the provisions of subsection (ii) will not apply unless Client has paid all amounts due to RNL through the effective date of termination no later than five (5) days after such date. If Client does not indicate (i) or (ii), RNL will either extract such data or cause Spotlight to retain the Client Data in accordance with subsection (ii). Following the expiration of the Retention Period, Spotlight will disable all Client accounts relating to the terminated Services and delete the Client Data contained in those accounts. Client agrees that, other than as described in this Section 3(b) and notwithstanding any other term in these Spotlight Terms or the RNL Contract, neither RNL nor Spotlight has any obligation to continue to hold or return any Client Data. Client also agrees that neither RNL nor Spotlight has any liability for deletion of any Client Data pursuant to these terms.
- c. **Privacy and Security.** Client Data may include student-related information from Client that contains personally identifiable information about a student, and Client acknowledges and agrees that such information is protected under the Family Educational Rights and Privacy Act ("FERPA"), and if applicable under corresponding state laws in Client's state. Spotlight's access to any personally identifiable information in the Client Data is authorized solely in connection with Spotlight's provision of the Spotlight Services and is governed by

Spotlight's platform privacy policy in effect as of the Effective Date, which is incorporated herein by this reference, and RNL's access to any personally identifiable information in the Client Data is authorized pursuant to the terms of the RNL Contract, which is incorporated herein by this reference.

- d. **Certain Reimbursements.** In the event (i) RNL or Spotlight is required to respond to any search warrant, court order, subpoena or other valid legal order relating to Client or the Client Data, or (ii) Client requests material assistance from RNL or Spotlight in connection with Client's efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, Client will reimburse the responding party for any cost that it incurs in so responding or assisting.
- e. **Videos Metrics.** Spotlight may automatically collect usage and volume statistical information regarding Client's and its End User's usage of the Spotlight Services (collectively, the "Videos Metrics"). Spotlight uses the Videos Metrics internally to diagnose technical problems, administer the Spotlight Services, and improve its offerings and marketing. The Videos Metrics do not include any personal information or data related to the user of the Services (other than the users viewing frequency and date). Notwithstanding any term to the contrary set forth herein, Client agrees and consents to Spotlight's collection and use of the Videos Metrics as set forth herein, and Client further agrees that the Videos Metrics are Spotlight's sole and exclusive property.
- f. **Disclaimers; Limitations on Liability.** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE Spotlight SERVICES, INCLUDING WITHOUT LIMITATION ANY CONTENT OR DATA CONTAINED WITHIN THE Spotlight SERVICES, ARE PROVIDED "AS IS." RNL, ON BEHALF OF ITSELF AND Spotlight, AND ON BEHALF OF RNL'S AND SPOTLIGHT'S RESPECTIVE AFFILIATES, SERVICE PROVIDERS AND LICENSORS, EXPRESSLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING IN ANY WAY TO THE SPOTLIGHT SERVICES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. RNL, ON BEHALF OF ITSELF AND SPOTLIGHT AND SPOTLIGHT'S AFFILIATES, SERVICE PROVIDERS AND LICENSORS, DOES NOT WARRANT THAT THE SPOTLIGHT SERVICES, SPOTLIGHT DATA OR VIDEOS WILL BE ERROR FREE OR PROVIDED ON AN UNINTERRUPTED BASIS OR THAT DEFECTS WILL BE CORRECTED. SPOTLIGHT EDUCATION AND RNL, THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS AND ALL AFFILIATES OF THE FOREGOING SHALL NOT BE LIABLE FOR THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NONE OF SPOTLIGHT, RNL, OR THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS AND LICENSORS ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SPOTLIGHT SERVICES OR ANY SPOTLIGHT DATA CONTAINED THEREIN.

- 4. **Proprietary Rights.** Exclusive of Client Data, as between Spotlight and Client, Spotlight and its licensors will retain all right, title, and interest (including copyright and other intellectual property rights or informational rights) in and to the Spotlight Services and all legally protectable elements or derivative works of the foregoing. Spotlight and/or RNL may place copyright and/or other proprietary notices, including hypertext links, within the Spotlight Services as appropriate, and neither Client nor any of its End Users will remove such notices

without Spotlight's or RNL's, as applicable, written permission.

- 5. Termination of RNL Contract; Suspension of Services.** In addition to any other rights of termination set forth elsewhere in these Spotlight Terms, the sublicenses granted hereunder will terminate automatically upon the expiration or termination of the RNL Contract. Client further acknowledges that Spotlight and/or RNL has the right to suspend and terminate Client's access to the Videos in the event that (a) Spotlight does not receive the fees due from RNL with respect to such access in a timely fashion; (b) if Spotlight or RNL believes Client's or its End Users' use of the Spotlight Services represents a direct or indirect threat to the function or integrity of the Spotlight Services, Spotlight's or RNL's, or their respective service providers' Videos or networks, or any third party's use of the Spotlight Services; (c) if reasonably necessary to prevent unauthorized access to client data (including, without limitation, the Client Data); or (d) to the extent necessary to comply with legal requirements.
- 6. Governing Law; Third Party Beneficiaries.** THESE SPOTLIGHT TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUSIVE OF ITS CHOICE OF LAW RULES. In the event that any of the provisions of this agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. Spotlight is an express third party beneficiary of these Spotlight Terms.