



RNL Terms & Conditions

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

NOTICE—The services described on the Order Form ("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").

- 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.
- TERM**—The Agreement is effective during the performance of the Services. Upon expiration or termination of the Agreement Customer will return and/or delete all components of the SERVICES except consumed materials. Termination of this Agreement will not terminate Customer's obligations to pay for SERVICES.
- FEES** - The fees for the SERVICES as detailed on the Order Form are due within thirty (30) days from the date of invoice. Payment will be remitted to RNL per the instructions on the invoice or as otherwise instructed by RNL.
- 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.
- 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.
- 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.
- 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.
- 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.
- ADDITIONAL TERMS** - The following additional terms apply to customers utilizing the Data Visualization Platform provided by Othot: <https://www.ruffalonl.com/wp-content/uploads/pdf/Othot-Terms-Conditions.pdf>