

**DegreeSight Inc**  
**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("**Agreement**") between DegreeSight Inc, a Texas corporation ("**Company**"), and \_\_\_\_\_ ("**Customer**"), is entered into and effective as of [REDACTED] (the "**Effective Date**"). Company and Customer are each a "**Party**" and collectively, the "**Parties**".

**1. Provision of Services.** Subject to the terms and conditions of this Agreement, including without limitation Customer's payment of all of the fees due hereunder, Company will provide Customer with the services (the "**Services**"), described in one or more schedules entered into by the parties (each, a "**Schedule**"), which Schedules will include the pricing and other terms and conditions applicable to the Services. The Services may include i) web-based access to the Company's proprietary software as a service platform (the "**Platform**"), which may contain unique and/or personally identifiable information about Customer's faculty, administrators, advisors and students, and ii) implementation, consulting, and certain other ancillary services provided by Company as described in each Schedule. The Services will be provided for the applicable term set forth in the respective Schedule. Company will comply with all applicable local, state, federal, and foreign laws in the fulfillment of its obligations under the Agreement. A change in the Services shall not invalidate this Agreement or the applicable Schedule. A change in the Services shall be made only by written change order (which may take the form of a revision of the Schedule) signed by authorized representatives from both Parties. The Company shall promptly comply with any and all written change orders. No revision of this Agreement or any Schedule shall be valid unless made in writing by Customer and signed by the authorized representatives of both Parties.

**2. Customer Responsibilities.** Customer is responsible for all user activities that occur under the Customer's advisor and student accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Shared Data; (ii) comply with all applicable local, state, federal, and foreign laws in using the Services; (iii) if and to the extent required in order for Company to perform the Services, and at Customer's sole cost, Customer will provide Company with access to data, certain proprietary and third-party systems or software; and (iv) use the Services solely for their intended purpose in accordance with this Agreement.

**3. Fees and Payment.** Customer shall pay Company the fees in U.S. Dollars within 45 days of the invoice date. Invoices for annual renewal terms shall be issued 30 days in advance of the renewal date. Customer shall submit such payments as required in accordance with the payment instructions provided in each invoice. All fees charged for Services are exclusive of all taxes and similar fees now in force, enacted or imposed in the future on the transaction and/or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for taxes based solely on Company's net income. If payment is not made when due, Company may charge Customer a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate permitted by applicable law, rounded to the next highest whole month and compounded monthly. The Company shall be reimbursed for reasonable and documented actual out-of-pocket expenses incurred in performance of the Services. Any expenses related to travel, lodging, and meal expenses shall be pre-approved by Customer unless otherwise stated in a Schedule

**4. Data Ownership.** Customer shall own all right, title, and interest in and to any data that is collected by Company from Customer or third parties in connection with Customer's use of the Services ("**Shared Data**"). Customer grants and agrees to grant to Company a perpetual, irrevocable, non-exclusive, royalty-free license to use all Shared Data (a) to provide the Services, conduct activities, and perform obligations pursuant this Agreement; and (b) for the Agreed Purposes as listed in Section 2.5 of the Data Processing Exhibit. Company agrees to treat all Shared Data consistently with the confidentiality and data privacy obligations set forth in this Agreement and the attached Data Processing Exhibit. Upon request by Customer, Company will provide Customer with an electronic copy of all Shared Data under Company's control.

All right, title, and interest in and to the Services and associated algorithms, technology, and documentation, including any improvements, modifications, and enhancements made thereto, are and shall remain in Company. Except for those rights expressly granted herein, no other rights are granted, either express or implied, to Customer hereby.

**5. Proprietary Rights.**

- A. Intellectual Property. Company and Customer agree that, unless otherwise agreed upon in writing, their respective rights to any "Intellectual Property" developed or used in connection with the Services shall be as set forth in this Section 6. As used herein, "Intellectual Property" means the intangible legal rights or interests evidenced by or embodied in (i) any idea, design, concept, technique, invention, discovery or improvement, whether or not patentable, but including patents, patent applications, trade secrets and know-how, (ii) any work of authorship, whether or not copyrightable, but including copyrights and any similar intangible rights recognized by law, (iii) any trademark, service mark or trade name, (iv) any trade secret and (v) any other similar rights, in each case on a worldwide basis.
- B. Pre-Existing Intellectual Property and Independently Developed Intellectual Property. Each Party shall retain all rights, title and interests in the Intellectual Property that it (a) has as of the date of the Agreement ("Pre-Existing IP"), and (b) independently developed during the term of the Agreement ("Independently Developed IP"). Except as expressly set forth herein, neither Party shall have any right, title or interest in any of the Pre-Existing IP or Independently Developed IP of the other Party, except Customer shall have an irrevocable, royalty-free and perpetual license to use for the purpose for which it is made available to Customer in accordance with the Services and the applicable Schedule any of Company's Pre-Existing IP and Independently Developed IP that is incorporated into any material, work product, document, data or other deliverable developed or provided by Company in connection with any Services provided to Customer ("Deliverables"). Customer may not (a) reproduce or use Pre-existing IP or Independently Developed IP other than as components of the Deliverables, (b) distribute Pre-existing IP or Independently Developed IP, or sublicense any rights in Preexisting IP or Independently Developed IP to third parties other than in support of Customer's internal business operations.
- C. Jointly Developed Intellectual Property. Unless otherwise agreed to in writing, Customer shall retain sole rights, title and interest in all Intellectual Property that is jointly developed by the Parties during the term of the Agreement ("Jointly Developed IP"). As owner of the Jointly Developed IP, Customer shall have the right to independently use, make improvements to, make derivative works of and license the Jointly Developed IP. To the extent Customer uses, makes improvements to, makes derivative works of or licenses any of the Jointly Developed IP, Customer shall have no obligation to pay any royalty or other fee to Company. All Jointly Developed IP shall be considered "works made for hire" (as defined in the U.S. Copyright law). Company agrees to execute any and all documents and do any and all further acts, at Customer's expense, as may be requested by Customer from time to time to carry out the intent and purposes of this section, including, but not limited to, giving testimony in support of inventorship or authorship as may be necessary in any legal proceedings or any application proceedings for any U.S. or foreign patents or copyrights. To the extent this Section does not provide Customer with full ownership, right, title, and interest in and to the Jointly Developed IP, Company grants Customer a perpetual, irrevocable, fully paid, royalty-free license to the Jointly Developed IP.
- D. Deliverables. Subject to Company's rights, title, and interest in all Company Pre-Existing IP and Company Independently Developed IP pursuant to Section 6(A)(i) above, the terms and conditions of this Agreement including the payment of applicable fees, and the Customer's rights, title, and interest in Jointly Developed IP pursuant to Section 6(A)(ii) above, Company grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Deliverables for the purpose for which it is made available to Customer in accordance with the Services and the applicable Schedule.
- E. Third-Party Software. Customer acknowledges and agrees that each third-party software product ("Third-Party Software") is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third party's license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license from the third party.
- F. Nothing in this Agreement shall preclude Company from using in any manner and for any purpose it deems necessary, its Independently Developed IP, general knowledge, skills and experience and any ideas, concepts, know-how and techniques related to Company's consulting and used in the course of providing the Services on other engagements for individuals and entities other than Customer, including, but not limited to, automation

and monitoring technologies developed by Company through learning lessons engaged in the course of performing Services for the Customer.

**6 Feedback.** Customer may provide feedback to Company concerning the functionality and performance of the Services (“**Feedback**”) from time to time. Customer hereby assigns and agrees to assign all of its right, title, and interest in and to such Feedback to Company. To the extent that the foregoing assignment is ineffective for whatever reason, Customer hereby grants and agrees to grant to Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.

## **7. Warranties.**

Company represents and warrants that:

- G. Company is the owner or authorized user of the Platform and all of its components, and to the best of its knowledge the Platform does not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party;
- B. The Services will perform materially in accordance with the terms of this Agreement and each Schedule;
- C. The Platform and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information; and
- D. Company will (i) establish and maintain commercially reasonable technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of Shared Data; (ii) establish and maintain commercially reasonable technical and organizational measures to help to protect against unauthorized access to the Platform; (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Platform; and (iv) establish and maintain commercially reasonable disaster recovery plans.
- E. Disclaimer and Exclusions:
  - (i) Disclaimer. Except as expressly stated herein, Company (including its suppliers, subcontractors, employees, and agents) provides Services “AS IS” and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY COMPANY TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER. The Parties do not intend the Agreement or any SCHEDULE to be governed by Article 2 of the Uniform Commercial Code.
  - (ii) Third-Party Hardware and Software. COMPANY MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY HARDWARE OR SOFTWARE, AND ANY WARRANTY THAT MAY APPLY TO THIRD-PARTY HARDWARE OR SOFTWARE IS ONLY AS EXPRESSLY STATED BY THE MANUFACTURER, OWNER, OR LICENSOR OF THE THIRD-PARTY HARDWARE OF SOFTWARE.
  - (iii) Third-Party Maintenance and Support. COMPANY MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY MAINTENANCE OR SUPPORT SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, AND ANY WARRANTY THAT MAY APPLY TO ANY SUCH SERVICES IS ONLY AS EXPRESSLY STATED AND PROVIDED BY THE THIRD-PARTY.

Customer represents and warrants that:

- A. it has full right, power, and authority to enter into and perform its obligations under this Agreement; and
- B. neither the Shared Data nor any other materials provided to Company in connection with the Agreement will infringe, misappropriate or violate any intellectual property, privacy or other right of any person or entity.

EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DATA MAY BE DAMAGED OR LOST IN CONNECTION WITH USE OF THE SERVICES. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, NON-INTERFERENCE, ACCURACY OF DATA, AND FITNESS FOR A PARTICULAR PURPOSE.

**7. Indemnity.** Company shall defend, indemnify and hold Customer harmless against all damages finally awarded or paid in settlement of each third-party claim brought against Customer arising out of or relating to the breach, actual or alleged, by Company of the warranties set forth in Section 6. Customer shall defend, indemnify and hold Company harmless against all damages finally awarded or paid in settlement of a third-party claim brought against Company arising out of or relating to i) Company's use of Shared Data in accordance with this Agreement and ii) the breach, actual or alleged, by Customer of this Agreement or any Schedule.

Should the Services or any portion thereof become, or in Company's opinion be likely to become, the subject of a claim for which indemnity is provided under this Section, Company shall, as Customer's sole and exclusive remedy, elect in its sole discretion to (i) obtain for Customer the right to use the Services; (ii) replace or modify the Services so that they become non-infringing; or (iii) terminate this Agreement and refund any unused fees prepaid by Customer for the Services.

Each party's indemnification obligations hereunder shall be subject to: (i) receiving prompt written notice of the existence of any claim, except that any failure to provide this notice promptly only relieves the indemnifying party of its responsibility pursuant to this Section 7 to the extent its defense is prejudiced by the delay; (ii) being able to, at its option, control the defense of such claim; (iii) permitting the indemnified party to participate in the defense of any claim at the cost of the indemnified party; and (iv) receiving reasonable cooperation of the indemnified party (at the cost of the indemnifying party) in the defense thereof.

**8. Limitation of Liability.** EXCEPT FOR ITS INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

**9. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**10. Term; Termination; Suspension of Services.** This Agreement begins upon the Effective Date and shall remain in effect until the expiration of all Schedules. If the Agreement terminates as a result of there being no active Schedule, the Agreement will automatically become effective again in the event that a new Schedule is entered into by and between the parties. In addition to any other remedies it may have, if either party breaches any of the terms or conditions of this Agreement or any Schedule and fails to cure such breach within 30 days after written notice from the non-breaching party, the non-breaching party may terminate this Agreement or a specific Schedule upon 10 days' written notice.

In the event that any material change in any Applicable Law, or in the interpretation of such Applicable Law, makes continued performance by any party under the then-current terms and conditions of any Schedule illegal and the parties, using their best efforts, are unable to agree upon modifications to the Schedule to avoid such illegality, then any party may terminate such Schedule, without penalty, by written notice to the other party, which notice will be effective

upon the earlier to occur of (i) the 90<sup>th</sup> day following delivery of the notice to the other party or (ii) the effective date of such change in Applicable Law. To be effective, any written notice terminating a Schedule pursuant to this Section must include a detailed explanation and evidence of the illegality created as a result of such change in Applicable Law. For purposes of this Section, "Applicable Law" means all federal, state and local laws, statutes, regulations, rules, executive orders, supervisory requirements, permitting or licensing requirements, export requirements, directives, circulars, opinions, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization.

The Company shall be entitled to suspend the Services without liability if (i) Company reasonably believes the Services are being used in violation of this Agreement or any applicable law; (ii) Customer is in breach of any material term of this Agreement including, but not limited to, failing to pay invoiced amounts in full within 45 days as set forth herein or in any Schedule; or (iii) Company is requested to do so by any law enforcement or governmental agency. Customer will not be able to access any files on Company's servers during a suspension of the Services. Company will use commercially reasonable efforts to give Customer advance notice in writing of a suspension of Services. A suspension of Services under this subsection will not be considered a breach by Company of the terms of this Agreement.

**11. Confidential Information.** Customer acknowledges that the Services, the Platform, the terms of this Agreement, and any other proprietary or confidential information provided to Customer by Company ("**Company Confidential Information**") constitutes valuable proprietary information and trade secrets of Company. Company acknowledges that any proprietary or confidential information provided to Company by Customer ("**Customer Confidential Information**") constitutes valuable proprietary information and trade secrets of Customer. Confidential Information under this Agreement shall not include Shared Data, the use of which shall be governed exclusively by the Data Processing Agreement. Each party agrees to preserve the confidential nature of the other party's Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its internal use, and by using the same degree of protection that such party uses to protect similar proprietary and confidential information, but in no event less than reasonable care. Each party shall have the right to obtain an injunction (without having to post a bond) to prevent any breach or continued breach of this section. Each receiving party agrees to promptly report any breaches of this section to the disclosing party. If a party receives an order from a court or other governmental body, or via a public records or FOIA request that requires disclosure of the other party's Confidential information then the party receiving the order shall notify the other party of the order in advance of making any such disclosure. Company shall not, in any manner whatsoever, disclose, permit access to, or allow use of Customer Confidential Information to any person or entity except as specifically permitted or required under this Agreement.

Notwithstanding the foregoing, Confidential Information shall not include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party; (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

**12. Force Majeure.** Except for Customer's obligation to make payments to Company, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet (not resulting from the actions or omissions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Company is unable to provide Services for a period of 30 consecutive calendar days as a result of a continuing force majeure event, Customer may cancel the Services upon written notice to Company.

**13. Publicity.** Company may reproduce and display Customer's logos, trademarks, trade names, and similar identifying material in Company's marketing materials (such as in press releases and on Company's website) for the purpose of referring to Customer as a customer of Company. In addition, Customer shall issue joint press releases with Company, participate in a Company case study, and participate in conference sessions, webinars, or other mutually agreed upon

marketing activities, as requested by Company. The content of any press release and case study shall be subject to Customer's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

**14. Assignment; Subcontracting.** Either party may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets related hereto. Except as expressly stated in this Section 14, neither party may assign its rights or obligations under this Agreement without obtaining the other party's prior written consent. Any assignment in contravention of this Section shall be void. Company may utilize third parties to host the Platform and assist Company with certain of the Services, provided that the use of a third party will in no way mitigate Company's obligations herein, and Company will be fully liable for any acts or omissions of any third-party service provider.

**15. Independent Contractor.** In performing under this Agreement, each party is acting as an independent contractor, and in no way are the parties to be construed as partners, joint venturers, or agents of one another in any respect.

**16. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Texas. Further, the parties agree that any claim or cause of action under or relating to this Agreement shall be brought in the state or federal courts located in Austin, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.

**17. Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and delivered: (i) personally; (ii) by first class mail, postage prepaid, certified, and return receipt requested; (iii) via a nationally recognized overnight courier; (iv) via email; or (e) via facsimile, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, emailed, or faxed or 5 days after deposit in the mail as specified.

<p>If to Customer:</p> <p><b>Email:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>If to Company:</p> <p><b>Email:</b> David.cook@degreesight.com</p> <p><b>Address:</b></p> <p>DegreeSight Inc</p> <p>Attention: CEO</p> <p>4499 Miraval Loop</p> <p>Round Rock, Texas 78665</p>
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**18. Disclaimer of Third-Party Beneficiary Rights** – Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to any person not a party to this Agreement.

**19. Entire Agreement.** This Agreement constitutes the entire and fully-integrated agreement between Company and Customer with respect to the subject matter hereof and thereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded. No modification to this Agreement shall be binding on either Party unless it is in writing and signed by both Company and Customer. No provision in any Schedule executed by Customer and Company shall be incorporated into any other Schedule in effect between Customer and Company unless specifically referenced in the applicable Schedule. In the event of any inconsistency or conflict in the provisions of this Agreement, any applicable addendum or amendment, any applicable Schedule, or attachment thereto, the order of precedence shall be (i) this Agreement including amendments, (ii) any applicable addendum or amendment to the Schedule (iii) any applicable Schedule including attachment or exhibit. All disclaimers, conditions, limitations on liability and other terms set forth in any invoice, purchase order, acknowledgment, packing slip, confirmation, other document, or agreement of Customer which conflict with the terms of this Agreement shall not be binding on Company and are hereby rejected.

20. **Miscellaneous.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties regarding the subject matter stated herein, and supersedes all previous communications, representations, understandings, and agreements, either oral, electronic, or written. Any amendments to this Agreement shall only be valid if in writing and signed by an executive of both parties. Nothing contained in any purchase order or other document shall in any way modify this Agreement or add any additional terms or conditions. This Agreement may be executed in two counterparts and facsimile signatures shall be binding.

<b>DEGREESIGHT INC</b>	<b>CUSTOMER</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## DATA PROCESSING EXHIBIT

### 1. Definitions

- 1.1 In this Data Processing Exhibit, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
- 1.1.1 "**Applicable Laws**" means, insofar as any Party is subject thereto, any Data Protection Laws or other applicable law with respect to any Shared Personal Data;
- 1.1.2 "**CCPA**" means Assembly Bill 375 of the California House of Representatives, an act to add Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code, relating to privacy and approved by the California Governor on June 28, 2018, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities.
- 1.1.3 "**Contracted Processor**" means any Processor (including any third party, but excluding an employee or subcontractor of Company) appointed by Company to Process Shared Personal Data in connection with the Agreement;
- 1.1.4 "**Data Protection Laws**" means all applicable privacy and data protection laws including CCPA, FERPA, the GDPR, and any applicable implementing laws, regulations and secondary legislation relating to the processing of Personal Data and the privacy of electronic communications
- 1.1.5 "**EEA**" means the European Economic Area;
- 1.1.6 "**FERPA**" means the Family Educational Rights and Privacy Act ("**FERPA**"), including any regulations promulgated thereunder, and as amended, replaced, or superseded from time to time;
- 1.1.7 "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.1.1 "**Shared Personal Data**" means any Personal Data shared between the Parties pursuant to Section 4 of this Exhibit, or in connection with the Agreement.
- 1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Joint Controller**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

### 2. Purposes of the Data Sharing

- 2.1 This Exhibit sets out the exclusive framework for the sharing and Processing of Personal Data between the Parties as Joint Data Controllers and defines the principles and procedures that the Parties shall adhere to, the rights of the Parties, and the responsibilities the Parties owe to each other.
- 2.2 The Parties recognize that it is necessary for Company to access, receive, and process certain Personal Data relating to Customer's students and faculty to be able to successfully perform its obligations under the Agreement.
- 2.3 The Parties agree that this Exhibit formalizes a lawful transfer of Personal Data between the Parties and presents no new or additional privacy concerns.
- 2.4 The Parties recognize that the sharing of Personal Data is necessary for the following purposes of both Parties ("**Agreed Purposes**"):



- 2.4.1 To allow Customer's students to create custom degree plans;
  - 2.4.2 To allow Customer's faculty to create template plans with placeholders and provide advisory review and approval;
  - 2.4.3 To support improvement and accuracy of Company's products and services;
  - 2.4.4 To enable Company's continued development of current and future products and services;
  - 2.4.5 To achieve the purposes of the Agreement; and
  - 2.4.6 To comply with any legal obligation to which either Party is subject.
- 2.5 The Parties shall not process Shared Personal Data in a way that is incompatible with these Agreed Purposes.

### **3. Permitted Recipients**

- 3.1 The Shared Personal Data may be accessed by the Parties to this Exhibit, any employees of each Party, the Data Subject to which the Shared Personal Data pertains, and any other third parties engaged to perform obligations in connection with this Exhibit subject to requirements of Sections 6 and 7 of this Exhibit.
- 3.2 Customer authorizes Company (and authorizes Company to instruct each Contracted Processor) to Process Shared Personal Data for the Agreed Purposes, and to transfer Shared Personal Data as reasonably necessary for the Processing, subject to the requirements of Section 12.

### **4. Shared Personal Data**

- 4.1 The following types of Personal Data may be shared between the Parties during the Term: first and last name, contact information (email, phone, physical business address), identification data (ID numbers, usernames, aliases, etc.), professional data (employer, title, etc.), educational data (class schedules, academic records, etc.), physical characteristics data (ethnicity, gender), family data (family information, socioeconomic status, etc.), and device data (connection data, location data, etc.).

### **5. Data Quality**

- 5.1 Customer shall ensure that Shared Personal Data provided to Company is accurate and current. Where Customer becomes aware of inaccuracies in Shared Personal Data, Customer shall promptly notify Company in writing of such inaccuracies.
- 5.2 Shared Personal Data shall be limited to the Personal Data described in Section 4.1 unless agreed upon by both Parties in writing.

### **6. Fair and Lawful Processing**

- 6.1 Each Party agrees to comply with all Applicable Laws at all times in accordance with this Exhibit, and in particular consistently with the bases listed in Section 6.2.
- 6.2 Each Party shall ensure that it Processes Shared Personal Data on the basis of one or more of the following legal grounds:
  - 6.2.1 The Data Subject has given consent to the processing of his or her personal data for one or more specific purposes;

- 6.2.2 Processing is necessary for the purposes of the legitimate interests pursued by either Party or by a third party, except where such processing would cause unjustified harm to the Data Subject, and thereby override the legitimate interest to process data subject's data;
- 6.2.3 Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Customer; or
- 6.2.4 Processing is necessary for reasons of substantial public interest, as recognized by Applicable Laws, which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject.

## **7. Security**

- 7.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties shall in relation to the Shared Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, and/or protect against accidental loss, destruction, alteration or damage to the Shared Personal Data including, as appropriate and without limitation, the measures referred to in Articles 5(1)(f) and 32(1) of the GDPR.
- 7.2 In assessing the appropriate level of security, Company and Customer shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

## **8. Data Subject Rights**

- 8.1 The Parties agree that the responsibility for complying with a request from a Data Subject regarding Shared Personal Data under any Data Protection Law falls to Customer.
- 8.2 Taking into account the nature of the Processing, Company shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, to enable the fulfillment of Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 8.3 Company shall:
  - 8.3.1 notify Customer within five (5) business days if Company receives a request from a Data Subject, either directly or from a Contracted Processor, under any Data Protection Law regarding Shared Personal Data;
  - 8.3.2 not respond to any such Data Subject request except as required by Applicable Laws to which the Company is subject, in which case Company shall, to the extent permitted by Applicable Laws, inform Customer of that legal requirement before responding to the request.
- 8.4 Customer shall:
  - 8.4.1 maintain a record of Data Subject requests, the decisions made, and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared, and where relevant, notes of any meeting, correspondence, or phone calls relating to the request; and

- 8.4.2 promptly notify Company of any Data Subject requests received, as well as any information reasonably necessary for Company to take action with regard to the received request, to the extent necessary.

## **9. Personal Data Breach**

- 9.1 The Parties agree that the responsibility for notifying the relevant Supervisory Authority of any Personal Data Breach falls to Customer.
- 9.2 Company shall notify Customer without undue delay upon Company becoming aware of a Personal Data Breach affecting Shared Personal Data, and at that time shall provide Customer with information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Such notification shall:
  - 9.2.1 describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
  - 9.2.2 communicate the name and contact details of Company's data protection officer or other relevant contact from whom more information may be obtained;
  - 9.2.3 describe the likely consequences of the Personal Data Breach; and
  - 9.2.4 describe the measures taken or proposed to be taken to address the Personal Data Breach, provided that, (without prejudice to the above obligations) if Company cannot provide all these details within the timeframes set out in this Section 9.2, it shall (before the end of such timeframes) provide Customer with reasons for the delay, and when it expects to be able to provide the relevant details (which may be provided in phases) and give Customer regular updates on these matters.
- 9.3 Customer agrees to notify Company without undue delay upon Customer becoming aware of a Personal Data Breach affecting Shared Personal Data and provide Company with sufficient information to allow Company to meet any obligations under the Data Protection Laws or this Exhibit.
- 9.4 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

## **10. Resolution of Disputes with Data Subjects or the Supervisory Authority**

- 10.1 Company shall provide Customer with full cooperation and assistance as reasonably requested by Customer in relation to any complaint, communication, or lawful request made in relation to the Processing of the Shared Personal Data.

## **11. Data Protection Impact Assessment and Prior Consultation**

- 11.1 The Parties shall provide reasonable assistance to one another regarding any data protection impact assessments and prior consultations with Supervising Authorities, or other competent data privacy authorities, which the Parties reasonably consider to be required of any Party by Article 35 or 36 of the GDPR, or equivalent provisions of any Data Protection Laws, in each case solely in relation to Processing of Shared Personal Data by, and taking into account the nature of the Processing and information available to, the Company.

## **12. Transfers**

- 12.1 Neither Party shall transfer Shared Personal Data to any country or territory without ensuring an adequate level of protection for the rights and freedoms of the Data Subject in relation to the

processing of the Shared Personal Data, consistent with all Applicable Laws.

**13. Warranties**

13.1 Customer warrants that:

13.1.1 the Shared Personal Data has been collected, processed and transferred in accordance with the Data Protection Laws as applicable to that Shared Personal Data;

13.1.2 where Customer or Company seek to rely on the consent of a Data Subject in order to process the Shared Personal Data, such consents have been recorded accurately, and evidence of such consents, and the applicable privacy notice and fair Processing information, have been provided to the Company together with the Shared Personal Data; and

13.1.3 where the Shared Personal Data includes data that has been received by Customer from a third party or has been processed by a third party on behalf of Customer, it has in place arrangements with those third parties which are adequate to permit Customer to share the Shared Personal Data with the Company, and for the Company to process such data for the Agreed Purpose, and otherwise in accordance with this Exhibit.

## FERPA CONFIDENTIALITY AND SECURITY ADDENDUM

The purpose of this Addendum is to provide the terms under which DegreeSight is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”) which DegreeSight will create, receive, or maintain on behalf of University pursuant to the Services (“**Schedule**”).

**1. FERPA.** The Parties understand and agree that:

1.1 As part of the work (“**Work**”) that Company will provide pursuant to the Underlying Agreement, Company may potentially create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, “**FERPA Records**”). FERPA Records include all data in any form whatsoever, including electronic, written, and machine-readable form.

1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records provided to Company from University pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

**2. FERPA Compliance.** In connection with all FERPA Records that Company may create, receive, or maintain on behalf of University pursuant to the Underlying Agreement, Company is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Company (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:

2.1 **Maintenance of the Security of FERPA Records:** Company will use administrative, technical and physical security measures, including secure transmission in the case of electronically maintained or transmitted FERPA Records to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

2.2 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Company, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Company’s report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Company has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Company has taken or will take to prevent future similar unauthorized use or disclosure. Company will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by a Company employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.3 **Right to Audit:** If University has a reasonable basis to believe that Company is not in compliance with the terms of this Addendum, University may audit Company’s compliance with FERPA as Company’s compliance relates to University’s FERPA Records maintained by Company.

3. **Return or Secure Destruction of FERPA Records.** Company agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University's written request, Company will halt all access, use, creation, or processing of FERPA Records and will return to University or Securely Destroy all FERPA Records, including any copies created by Company or any subcontractor; and Company will certify in writing to University that all FERPA records have been returned to University or Securely Destroyed. "**Secure Destruction**," "**Securely Destroy**" and "**Securely Destroyed**" mean shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.
4. **Disclosure.** Company will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Company that have a need to access the FERPA Records in order for Company to perform its obligations under the Underlying Agreement or this Addendum. If Company discloses any FERPA Records to a subcontractor or agent, Company will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Company by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.
5. **Termination.** This Addendum will remain in effect until the earlier of (a) expiration or termination of the Underlying Agreement, or (b) the date University terminates this Addendum by giving Company sixty (60) days' written notice of University's intent to terminate. **Sections 2, 3, 4, and 6** of this Addendum will survive expiration or termination of the Underlying Agreement and this Addendum.
6. **Breach.** In the event of a breach, threatened breach or intended breach of this Addendum by Company, University (in addition to any other rights and remedies available to University at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.
7. **Governing Law.** The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and exclusive venue for suit is in Travis County, Texas.
8. **Non-Assignment.** The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.