

PLEASE NOTE: THE FOLLOWING DOCUMENT OUTLINES FISCHER IDENTITY'S STANDARD AGREEMENT AND IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. THE OFFICIAL AGREEMENT WILL BE DELIVERED TO THE CLIENT VIA A PRIVATE OFFER. FISCHER IDENTITY IS OPEN TO NEGOTIATING THE TERMS AND CONDITIONS OF THE CONTRACT.

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (this "**Agreement**") is made and entered into as of [Effective Date] (the "**Effective Date**"), by and between **Fischer International Identity, LLC**, a Delaware limited liability company, d/b/a "Fischer Identity," with offices at 3520 Kraft Road, Suite 100, Naples, Florida 34105 ("**Fischer**"), and [**Client**], an entity with offices at [Client Physical Address] ("**Client**"). This Agreement includes and incorporates by reference the Standard Terms and Conditions and any amendments and/or supplements thereto, as well as the schedules marked below:

- X** Schedule A - Service Support and Service Level Terms
- X** Schedule C - Family Educational Rights and Privacy Act Addendum
- X** Schedule D - Full-Time Equivalent Model Terms and Conditions

Ongoing Professional Services Rate. Active subscribers of Managed Identity Services will receive an annual allotment of Managed Identity Services Professional Services hours to be used for in-production solution changes. Additional hours can be purchased at a discounted hourly rate. The annual available hours, discounted rate, and terms can be found in **Schedule A, Section E. Managed Identity Services Professional Services.**

Expenses

In addition to professional fees described above, for services provided on-site at Client's location(s), Fischer shall be entitled to reimbursement of its related expenses, including costs of travel, meals, lodging, and other directly related expenses.

Changes to the Service

Fischer reserves the right to make modifications, changes, updates and upgrades to the Service and the manner in which Fischer provides the Service (including the Fischer-maintained operating environment from time to time). Fischer shall use its commercially reasonable efforts to minimize any disruption to the Service caused by such modifications, changes, updates and upgrades.

Governing Law: Jurisdiction: Venue

Governing Law: State of Florida

Jurisdiction/Venue: Collier County, Florida

Acceptance

IN WITNESS WHEREOF, the parties, intending to be legally bound under this Agreement, have caused this Agreement to be executed by their respective duly authorized officers on the date(s) indicated below but effective as of the Effective Date.

FISCHER INTERNATIONAL IDENTITY, LLC

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions form part of the Master Subscription Agreement (the "Agreement") between Fischer International Identity, LLC and the Client identified in the first page of the Agreement and govern the use of the Service and Professional Services.

1. DEFINITIONS

Capitalized terms used but not otherwise defined in this Agreement shall have the meanings set forth below:

1.1 "Client Data" means all data transmitted by or on behalf of Client in connection with the Service or processed or stored by the Service on Client's or Covered Persons' behalf pursuant to this Agreement, including without limitation, personal information, all of which shall be transmitted by Client in accordance with Fischer's data requirements. As between the parties, Client shall be solely responsible for obtaining all consents and licenses necessary or required to transmit, process and/or store Client Data in connection with the Service.

1.2 "Client Materials" means any content or materials, including trademarks, domain names, logos, proprietary or copyrighted materials, Client Data and software provided by Client to Fischer hereunder.

1.3 "Covered Persons" means any student, employee, contractor or other person whose Personal Information, identity data and/or access privileges are managed by the Service pursuant to this Agreement. "Intranet Covered Persons" includes any Covered Persons who are Client's employees, consultants, contractors, or exclusive agents and any other Covered Persons not meeting the definition of an Extranet Covered Person; for Education, Intranet Covered Persons also includes students, faculty and staff. "Extranet Covered Persons" includes any Covered Persons who are third-party providers, suppliers, customers or independent agents. For Education, Extranet Covered Persons also includes parent users, inactive users, recruiting users, bridge users, and guests.

1.4 "Fischer Software" means Fischer's proprietary software programs used to provide the Service (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology, documentation and Intellectual Property Rights therein), as modified from time to time. Fischer Software does not include any third party software or open source software.

1.5 "Fischer System" means the Fischer Software and the server grade computers, third party software and related networks maintained by or on behalf of Fischer or its providers to provide the Service, as modified from time to time. The Fischer System does not include Client Data or Client Materials.

1.6 "Intellectual Property Rights" means, on a world-wide basis, any and all (a) rights associated with works of authorship including, without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) trade secret rights; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign and state registrations, applications for registration and any renewals and

extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.7 "Professional Services" means the consulting and implementation services provided by Fischer pursuant to a Statement of Work provided pursuant to Section 2.2.

1.8 "Service" means only those components of Fischer's online, web-based, self-service Identity Management Service identified in the Services Description section of the Agreement or subsequent Statement of Work and provided through the Fischer System.

1.10 "Service Levels" mean the applicable Service levels set forth in Schedule A to the Agreement.

1.11 "Service Level Credits" mean the applicable service level credits set forth in Schedule A to the Agreement.

1.12 "Student Full Time Equivalent" means the institution's Full-time Equivalent Student enrollment for the Fall term reported by the Client to the Integrated Postsecondary Education Data System (IPEDS).

1.13 "Help Text" means Fischer's online user documentation and help for the Service.

1.14 "Statement of Work" or "Work Request" means the work order for the Service and/or Professional Services and any subsequent work order or work request executed by both parties in writing from time to time that references this Agreement.

1.15 "Work Product" means any and all designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights (including, without limitation, software, design and performance specifications, reports and other documentation), and any related work-in-progress, improvements or modifications to the foregoing created, developed or conceived by Fischer (alone or with others) in connection with this Agreement. Work Product does not include Client Data or Client Materials.

1.16 "Personal Information" means any information that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

1.17 "Subcontractor" means persons and entities whose services are part of the Services which Fischer delivers to Client or who hold Client's protected data.

2. SERVICE

2.1 Scope. Subject to the terms and conditions of this Agreement, Client hereby subscribes for the Service, and Fischer hereby grants to Client during the Term a non-exclusive, non-transferable, non-sublicensable, limited right and license for the number of Covered Persons specified in the Service Order part of the Agreement to access the Service solely for Client's use and to transmit and receive Client Data to and from the Service in accordance with Fischer's Client Data procedures and requirements. The Service includes the host servers, software, maintenance and administration at the data center, including diagnosing and correcting Errors in the Service, preventative maintenance, change management, operating system upgrades, and data backups. The foregoing license to access and receive the Service is subject and limited to the caps on the number of Covered Persons set forth in the Service Order part of the Agreement, as hereafter modified in writing by the parties. Fischer shall use its commercially reasonable efforts to provide the Service in accordance with the Service Levels. In the event Fischer fails to provide the Service in accordance with the Service Levels, Fischer shall, as Client's sole and exclusive remedy, provide to Client the applicable Service Level Credits. Client shall cooperate with Fischer in the implementation and provision of the Service, including without limitation, providing access to any Client personnel necessary to implement and maintain the Service on behalf of Client in a timely manner. The rights granted to Client in this Agreement shall terminate upon the termination or expiration of this Agreement for any reason. Client acknowledges that provision of the Service and any Professional Services are expressly conditioned upon Client's performance of its obligations and responsibilities hereunder. Fischer shall have no liability for its failure to provide the Service or perform any Professional Services if such failure is caused, in whole or in part, by Client's or a third party's failure to timely perform its respective obligations or responsibilities. All rights not expressly granted to Client herein are expressly reserved by Fischer. Subject to Section 5.8, the rights reserved by Fischer in this Agreement shall terminate upon the termination or expiration of this Agreement for any reason.

2.2 Professional Services. Fischer will provide to Client the Professional Services set forth in a Statement of Work signed by authorized representatives of both parties; provided that if all annual Service fees are paid in full; for select Professional Services as described in the Service Description and Fees section of the Agreement. All other Professional Services will be set forth in a Statement of Work and billed on a time and materials basis and billed at the standard professional services hourly rate set forth in the Service Order part of the Agreement, subject to adjustment as provided in Section 4.3. The Statement of Work shall describe the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Services. Any material modifications to a Statement of Work (including, without limitation, modifications to the fees, specifications or work plan) shall be made by a written change order executed by both parties to the Agreement (a "Change Order"). Fischer will endeavor to honor a request for a specific consultant, subject to staffing or scheduling considerations; provided, however, Fischer reserves the right to determine the assignment of its personnel. Fischer may subcontract all or a portion of the Services to a qualified third party. In recognition that Fischer's personnel may perform similar services for third parties, nothing in the Agreement or a Statement of Work shall be deemed to prevent Fischer from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement. If at any time

Client or Fischer is dissatisfied with the performance of an assigned consultant or a Client project team member, the dissatisfied party shall immediately report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use commercially reasonable efforts to address any valid concerns of the dissatisfied party.

2.3 Evaluation and Acceptance of Professional Services.

Both parties acknowledge that timely delivery and acceptance of project deliverables set forth in a Statement of Work ("Deliverables") may be a prerequisite for downstream efforts, and that delay in delivery or acceptance is likely to jeopardize a project schedule. Unless otherwise stated in a Statement of Work, for a period beginning upon delivery of a Deliverable and ending no later than 5:00 p.m. local time on (a) the fifth (5) business day following delivery of interim Deliverables; or (b) the tenth (10) business day following delivery of the final project Deliverable ("Evaluation Periods"), Client shall diligently evaluate each Deliverable delivered to determine whether the Deliverable contains the features, and is capable of performing the operations, and meets the specifications that are expressly and specifically set forth in the applicable Statement of Work ("Specifications"). Fischer may observe or participate with Client in any evaluation of the Deliverables. Additional evaluation times beyond such Evaluation Periods will add additional time (and cost) to the project on a day-for-day basis. Prior to the termination of the applicable Evaluation Period, Client shall notify Fischer in writing either (a) of its acceptance of the Deliverable; or (b) the specific Nonconformity(ies) of the Deliverable if Client determines there is any failure of the Deliverable to conform in all material respects to its Specifications (a "Nonconformity"). If a Nonconformity exists and notice of the Nonconformity is delivered within the Evaluation Period, Fischer shall promptly use commercially reasonable efforts to correct all Nonconformities and re-deliver the corrected Deliverable. Upon delivery thereof, Client shall have an additional Evaluation Period to re-evaluate the Deliverable to determine if the Nonconformities have been corrected. If the Nonconformities have not been corrected, Client will have the option of (i) providing Fischer a new notice of Nonconformity within the Evaluation Period; or (ii) accepting the Deliverable as-is. The acceptance process described herein shall be Client's sole remedy for any Nonconformity. "Acceptance" shall be deemed to have occurred upon the earlier to occur of the following: (x) Client's delivery of written acceptance; (y) the end of the applicable Evaluation Period, if no notice of Nonconformity has been received by Fischer during such Evaluation Period; or (z) the date the Deliverable is used for production use, other than for the purpose of conducting testing.

2.4 Addition and Reduction of Covered Persons. Client's number of subscriptions for Covered Persons is set forth in the Service Order part of the Agreement. The pricing for additional Covered Persons, subject to Section 4.3, is also specified therein and Client will be billed for the full month for all additional Covered Persons added to this Agreement for the month in which they are added and for the remaining months within the current year of the Term in which they are added. If licensing subscriptions based on Fischer's Student Full Time Equivalent (FTE) model, determination of initial and additional subscriptions will be based on the institution's Fall student FTE enrollment values reported to Integrated Postsecondary Education Data System (IPEDS) for each year within the term, and is subject to Schedule D. If licensing subscriptions based on Fischer's Headcount Pricing Model, determination of initial and additional subscriptions will be based on the number of Intranet Covered Persons and Extranet Covered Persons reported by the Client to Fischer.

2.5 Use and Receipt of Service. [Client may only access and use the Service within the United States through the Client Authorized Representatives in accordance with all applicable laws, rules and regulations.] Without limiting the foregoing, Client shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) access or use any portion of the Service of the Fischer System except as expressly provided herein or as otherwise authorized by Fischer in writing; (h) cause or permit decompilation or reverse assembly of all or any portion of the Service or Fischer System; (i) disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the Service or Fischer System without Fischer's prior written consent; (j) export the Service or Fischer System or Help Text in violation of U.S. Department of Commerce export administration regulations; (k) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Service or Fischer System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use the foregoing as an application service provider or service bureau, or to provide services to any third party; (l) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets or otherwise for its own internal business purposes; (m) build a competitive identity management product; or (n) build a product or service that incorporates password management, user provisioning, federation, or other identity-related technology for the express purpose of facilitating user administration.

2.6 Support. Client will be responsible for providing first line support to its end users and Covered Persons in connection with the Service and will devote sufficient and qualified resources to provide such support and will instruct end users and Covered Persons not to contact Fischer directly. Client Authorized Representatives may contact Fischer with technical questions with respect to the Service and to report Service outages or failures. Client may change or replace its Client Representatives with other qualified individuals upon prior written notice to Fischer. Fischer will provide or cause to be provided a representative to answer such technical support questions from the Client Authorized Representatives and to log and commence the process of responding to Service outages or failures in accordance with Fischer's standard procedures. Fischer provides problem identification and correction utilizing secure remote administration services to provide remote desktop connectivity to the Service. This process allows multiple members of the Fischer organization to participate in problem determination and resolution, and administrative services with respect to the Client Data provided to the Service through Fischer's data administrators. For clarity, neither Client nor the Client Authorized Representatives will have data administrative access or capabilities.

2.7 Security. The Service includes reasonable security measures designed to provide a secure Service environment, including without limitation, providing and maintaining access

lists, user IDs, and passwords designed for secure host server and data transfer access for the Client Authorized Representatives. The Service environment is a high-availability, multi-tenant environment and is installed in a security-hardened, SAS 70 Type II data center. The environment includes all hardware and software required to provide the Service from the data center, except as otherwise noted in the Exclusions from the Service section of the Agreement.

2.8 Authorized Representatives. Each party will select and advise the other party of the name, business address and telephone of one or more authorized representatives (the "Authorized Representatives") for coordination of each party's services and obligations set forth herein. Official communications between the parties relating to the performance of this Agreement shall take place between the Authorized Representatives. Either party may replace its Authorized Representative with another person reasonably acceptable to the other party; provided that at no time shall either party be without an Authorized Representative. Client's Authorized Representative shall be required to: (i) understand the scope of the Client's solution and the features being used by the Client's user community; (ii) provide end user support to the Client's user community; (iii) understand and be able to communicate required information about Client's systems and applications connected to the Service; (iv) understand the impact on Client of Work Requests and Statements of Work submitted by Client; and (v) have ability and authority to gather and provide the information required by Fischer. The Client Authorized Representative shall not share login identifier or password information.

2.9 Exclusions from the Service. The Service does not include, and Fischer shall not be responsible for, the following in the provision of the Service: (i) The provision of the hardware and non-Fischer software required for the global identity gateway, and any Professional Services required to manage such hardware and non-Fischer software; (ii) Statements of Work to modify or extend the scope of the Service, which may be added pursuant to a mutually agreeable Statement of Work. Such Professional Services include:

(a) Assistance to resolve Service problems or errors that are not within the scope of the support services described in Section 2.6 of the Agreement. This includes problems with existing systems and applications connected to the Service as well as hardware, software, communications devices, etc. that are not provided by Fischer as part of the Service;

(b) Covered Person administration, including without limitation, adding Covered Person or modifying their profiles;

(c) Administration of high-availability or shared accounts through Fischer Privileged Account Access.

(d) Modification to the Service configuration, including without limitation, the following: (i) modification to the connectivity configuration for existing connected on-premise and cloud-based applications, including without limitation, changing the IP address or application credentials; (ii) modification to Client's existing policies and roles for who has access to each resource, password rules, approvers, etc. provided that all required attributes are already available within the solution; (iii) account reconciliation for new groups of users who are being added to the Service; (iv) modifying or removing workflows; and (v) modifying the configuration of the user interface, including the appearance, text, etc.

Also excluded are third-party fees that result from Client's use of the Service and/or Fischer Software that are not defined herein, including but not limited to Short Message Service (SMS) Gateway fees.

3. CLIENT OBLIGATIONS

3.1 Client Requirements. Client shall be responsible for the following with respect to the provision of the Service: (i) providing the hardware and software to run the Fischer Global Identity Gateway; (ii) supporting the hardware and software for the Fischer Global Identity Gateway and performing management activities on the platform when and as directed by Fischer; (iii) permitting Fischer to remotely connect to and manage the Fischer Global Identity Gateway through a secure connection; (iv) specifying and providing up-to-date contact information for its Authorized Representative(s); (v) specifying and providing network topologies, network maintenance windows and Client escalation paths; (vi) submitting all Support Requests and Statements of Work only through its Authorized Representative(s), who shall provide accurate and sufficient information in such submissions; (vii) notifying and consulting with Fischer prior to planning any modifications, changes, updates or upgrades to any systems connected to the Service; (viii) making available the Authorized Representative(s) to provide any information, data or support necessary for Fischer to perform its Support Services at all times during which any Support Request is outstanding; or, alternatively, Fischer reserves the right to automatically lower the priority of the Support Request; (ix) providing all resources, equipment, hardware and software at its facilities necessary to transmit and/or receive Client Data to and from the Service and any telecommunication lines, links or other connectivity necessary to access and use the Service; and (x) furnishing data and documents required to permit Fischer to perform the Service. Fischer shall not be responsible for any results or any failure to provide the Service or perform in accordance with the Service Levels if any modifications, changes, updates or upgrades are made without Fischer's prior approval. Any troubleshooting or other costs and expenses related to or resulting from Client's failure to comply with the foregoing requirements shall be paid by Client.

3.2 Third Party Coordination; Required Consents. To the extent the Service requires access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Data or utilize the Service, Client shall be responsible for obtaining any required third party licenses or consents necessary for Fischer to access and use such information, services, facilities, technology or systems.

3.3 Accuracy and Completeness of Client Data. As between the parties, Client shall be responsible for the accuracy and completeness of all Client Data provided by Client in connection with the Service. Fischer does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Data transmitted through the Service, and Client shall hold Fischer harmless from any and all claims arising out of Client's use or dissemination of any such Client Data, except to the extent such claims are the direct result of Fischer's gross negligence or willful misconduct. Client is responsible for all activities that occur under a Client's account.

3.4 Compliance with Laws. Fischer shall comply with all applicable laws, rules and regulations relating to the provision of services for the United States of America only. Client will comply

with all applicable laws, rules and regulations relating to Client's or its authorized user's receipt or use of the Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Services is subject to any privacy laws or regulations ("**Privacy Laws**") or the oversight of any regulatory agency charged with the enforcement thereof ("**Regulatory Oversight**"). Client will indemnify and hold Fischer harmless from any and liability regarding Privacy Laws or Regulatory Oversight related to Client's use of the Services. Client hereby represents, certifies and warrants that it is now and will remain in the future compliant with all export control statutes, regulations, decrees, orders, guidelines and policies of the United States Government and the government of any country in which the parties conduct business pursuant to this Agreement [including but not limited to the International Traffic In Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130 (2012)) of the U.S. Department of State; the Export Administration Regulations ("EAR") (15 C.F.R. Parts 730-774 (2012)) of the U.S. Department of Commerce; the U.S. anti-boycott regulations and guidelines, including those under the EAR and U.S. Department of the Treasury regulations; the various economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control, and the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended; and restrictions against dealings with certain prohibited, debarred, denied or specially designated entities or individuals under statutes, regulations, orders, and decrees of various agencies of the United States Government]. Client further hereby represents, certifies and warrants that no agent, affiliate, employee or other person associated with or acting on behalf of Client, directly or indirectly, have in the past offered to pay or provide or have or will pay or provide anything of value in the form of any unlawful contribution, gift, entertainment or other unlawful expense or thing of value to any foreign official or foreign political party in any polity for the purpose of gaining or retaining business or obtaining any unfair advantage in respect to the Products or by or on behalf of Client[, nor violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA") (15 U.S.C. 78dd-1, and 78dd-3 (1977) (amended 1998)); the United Nations Convention Against Corruption ("UNCAC") (GA Res. 58/4, UN Doc. A/58/422 (2003)); the Organization for Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (DAFFE/IME/BR(97)20 (Dec. 17, 1997)), the UK Bribery Act of 2010 ("UK Act"), or any national, state or local anticorruption laws in any country in which it conducts business pursuant to this agreement, nor made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment].

4. FEES

4.1 Fees. As consideration for the Service to be provided by Fischer during the Term, Client shall pay to Fischer the Service fees and expenses set forth in the Service Order part of the Agreement (as adjusted hereunder, the "**Service Fees**") and all fees, charges and expenses set forth in any Statement of Work. All such fees and expenses do not include any sums payable for any gross receipts, sales, use, value-added or other taxes imposed by any national, state, municipal or other governmental authority and required or permitted to be collected as an addition to the fees, charges and expense set forth herein. Any such sums payable by Fischer shall be in addition to the fees charged hereunder, and shall be paid by Client as provided in Section 4.2 below or as otherwise mutually agreed, except for taxes based upon Fischer's net income. All fees, charges and expenses hereunder are payable in United States Dollars. Subject to Section 2.4, fees are based on the number of

subscriptions purchased in the relevant Statement of Work, not the extent of actual usage.

4.2 Statements and Payments. Fischer shall invoice Client for the Service Fees annually in advance, and Fischer shall invoice for any Professional Services or expenses set forth in a Statement of Work as provided therein (or if not set forth therein, monthly as incurred). Unless otherwise stated in a Statement of Work, all payments are due within thirty (30) days following the date of Fischer's invoice. Payments which are not received when due shall bear interest at the lesser of one and one-half percent (1.5%) per month, or the maximum monthly amount permitted by applicable law. In addition, amounts more than thirty (30) days past due are subject to collection by an attorney, and Client shall pay all reasonable attorneys' fees, court costs and other collection expenses incurred by Fischer in collecting any such past due amounts. Fischer reserves the right to change its credit terms at any time upon an adverse change in the financial condition of Client and reserves the right to withhold performance under this Agreement in the event of Client's non-payment of any fees, charges or expenses when due. All payments under this Agreement are non-cancelable and non-refundable. Any unearned Service Fees will be refunded to Client in the event of a material breach of this Agreement by Fischer or Termination for Cause by Client.

4.3 Changes to Fees. Fischer reserves the right to increase the Service Fees upon at least sixty (60) days prior written notice to Client; provided that during the Term such increases shall not occur more than once in each year of the Term, and such increase shall not be greater than the greater of (i) the annual percentage increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, in effect at the time, from the prior year, or (ii) three percent (3%). Fischer reserves the right to increase the standard Professional Services hourly rate upon at least (30) days prior written notice to Client; provided that during the Term such increases shall not occur more than once in each year of the Term.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall be for an initial period of [*client selected term length*] (#) years from the Effective Date ("**Initial Term**"), and shall automatically renew for successive periods of one (1) year each ("**Renewal Term**"), unless either party gives the other party at least thirty (30) days prior written notice of its intent not to renew this Agreement prior to the expiration of the Initial Term or then-current Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the "**Term**."

5.2 Termination for Cause. Either party may terminate this Agreement in the event the other party commits a material breach of this Agreement and fails to cure such breach: (i) in the case of non-payment, within ten (10) days following the breaching party's receipt of written notice from the non-breaching party setting forth the amount due; or (ii) in all other cases, within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party setting forth the nature of such breach (unless the breach, by its nature, is curable but incapable of being cured within such thirty (30) day period, in which case the breaching Party shall have a reasonable period of time thereafter provided it promptly commences to cure such breach and proceeds diligently therewith until cured).

5.3 Termination due to Legal Concerns. Either party may terminate this Agreement immediately or suspend the Service, upon notice and without opportunity to cure, in the event a party

believes, upon advice of counsel, that any element of the Service, or Client's receipt or use thereof, violates any applicable law, rule or regulation.

5.4 Termination for Insolvency. Either party may terminate this Agreement immediately upon notice and without opportunity to cure in the event of the other party's insolvency; adjudication of insolvency; filing of a voluntary petition in bankruptcy or a voluntary petition or answer seeking reorganization, arrangement or readjustment of its debts or any agreement of the other party indicating its consent to, approval of or acquiescence in any such petition or proceeding; or the application by the other party for or the consent or acquiescence of the other party to the appointment of a receiver or trustee over all or a substantial part of the other party's property or assets; or the filing of an involuntary petition against the other party seeking reorganization, rearrangement or readjustment of its debts or for any other relief under any insolvency act or law, now or hereafter existing (which petition is not dismissed within 60 days); or the involuntary appointment of a receiver or trustee over all or a substantial part of the other party's property or assets.

5.5 Termination for Convenience. Following the Initial Term, either party may terminate this Agreement for its convenience without liability upon forty-five (45) days prior written notice to the other party.

5.6 Suspension of Service. Without prejudice to any other remedy Fischer may have, if Client fails to pay Fischer any fees, charges or expenses properly due hereunder, Fischer may, after providing ten (10) days' prior written notice to Client and an opportunity to cure, suspend the Service and all other activity related to this Agreement until such fees, charges or expenses are paid in full.

5.7 Obligations Upon Termination. Upon termination or expiration of this Agreement for material breach by Client, all financial obligations of Client hereunder shall be immediately due and payable in full including, but not limited to, (a) any Service Fees due through the end of the Initial Term (up to a maximum of three years) or Renewal Term, as applicable, including any interest that may be due thereon in accordance with Section 4.2, and (b) any outstanding fees, charges and expenses and other sums that have accrued or are otherwise outstanding or owed by Client to Fischer as of the date of termination or expiration. In addition, Client's right to access the Service shall immediately cease and each party shall return to the other any confidential information and trade secrets of the other party in its possession, except as provided in the following sentence with respect to Client Data. Upon request by Client made within thirty (30) days following the effective date of termination, Fischer will make Client Data available for download by Client. After such 30-day period, Fischer shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, use reasonable efforts to delete all Client Data in its systems or otherwise in its possession or under its control.

5.8 Survival. Upon termination or expiration of this Agreement, Sections 3.4, 4, 5.7, 5.8, 6.1, 6.2, 6.3, 6.4, 7, 8, 9, and 10 and any other Sections of this Agreement and its Exhibits that expressly, or by their nature, survive any termination or expiration of this Agreement or which impose any obligations following termination or expiration of this Agreement, shall continue and survive in full force and effect in accordance with their respective terms.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership. Client acknowledges and agrees that, as between Client and Fischer, all Intellectual Property Rights in and to the Service, Fischer System, Fischer Software and any Work Product are vested solely in Fischer and Client agrees not to challenge the validity of Fischer's Intellectual Property Rights therein. Nothing herein shall be construed to convey any ownership or proprietary right or interest in or to the Service, Fischer System, Fischer Software or Work Product, or any portion or copy thereof, to Client or any other person. Client further acknowledges and agrees that in providing the Service, Fischer utilizes (i) the Fischer name, the Fischer logo, the Fischer domain name, the product and service names associated with the Service, and other trademarks and service marks, and (ii) certain audio and visual information, documents, software and other works of authorship; and that no license or other rights in or to the foregoing are granted to Client, and all such licenses and rights are hereby expressly reserved by Fischer. If for any reason, Client obtains, or may be deemed to have obtained any rights in or to the Service, Fischer System, or Fischer Software, Client shall immediately relinquish any such rights. Client acknowledges that there are no implied licenses with respect to any Fischer products, services or Intellectual Property Rights.

6.2 License to Client Data and Client Content. Client hereby grants Fischer a non-exclusive, worldwide, royalty-free right and license to receive, retrieve, process, use, administer and transmit any Client Data or Client Materials necessary to provide the Service in accordance with this Agreement. As between Fischer and Client, all Client Data and Client Materials are owned exclusively by Client. Client Data shall be considered "confidential information" subject to the terms herein. Fischer may also access the Client Data to provide data administration services and to respond to Service or other technical problems.

6.3 Suggestions. Client hereby grants to Fischer, and Fischer shall have, a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or its Users relating to the operation of the Service.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized and validly existing under the laws of its jurisdiction of organization; (b) it has the legal power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; (c) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents or any other material agreements to which it is a party; and (d) this Agreement constitutes the legally valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable laws, rules or regulations.

7.2 Fischer Representations and Warranties.

Fischer represents and warrants to Client that (a) the Service will be available substantially in accordance with the Service Levels, (b) the Service (as implemented for Client) will perform the functions described in that Statement of Work in all material respects, and (c) any Professional Services will be performed in a professional and workmanlike manner and shall comply with any express requirements specified in the applicable Statement of

Work for a period of six (6) months following performance. In the event of any breach of the foregoing warranties, Fischer shall at its option, and as Client's sole and exclusive remedy: (i) provide to Client the applicable Service Level Credits for a breach of the warranty set forth in Section 7.2(a), (ii) repair or replace the nonconforming portion of the Service for a breach of the warranty specified in Section 7.2(b), or (iii) re-perform the nonconforming Professional Services for a breach of the warranty specified in Section 7.2(c), or (iv) in the event the foregoing remedies are not commercially practical, refund the fees paid for the nonconforming portion of the Service or Professional Services, as applicable. Notwithstanding the foregoing, Fischer shall have no obligation to provide the warranty services described in this Section 7.2 if: (i) the performance failure is attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; (ii) Client or any other person or entity (other than Fischer) has modified the Service, Fischer System or Fischer Software; or (iii) Client is using the Service, Fischer System or Fischer Software in conjunction with a central processing unit or any other computer systems, hardware, software or peripherals not approved by Fischer.

7.3 Disclaimer of All Other Warranties. CLIENT UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FISCHER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICE, THE FISCHER SYSTEM, THE FISCHER SOFTWARE, PROFESSIONAL SERVICES OR THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, Fischer does not make any guaranty as to the speed or availability of the Service, except as expressly provided herein. Client acknowledges that Fischer does not control the transfer of data over the Internet or to or from Service and Fischer does not warrant that it will be able to prevent third party disruptions of such transfers.

8. INDEMNITY

8.1 Intellectual Property Remedies. Upon receipt of notice from a third party of an alleged infringement by the Service, Fischer System, or Fischer Software of a registered United States patent or copyright, or if in Fischer's opinion an infringement claim is likely, or if Client's rights to receive the Service is restricted or enjoined by a valid court order, Fischer shall, at its option and expense: (i) procure the right for Client to continue using the Service; (ii) modify the Service, Fischer System or Fischer Software to make it non-infringing while retaining reasonably equivalent functionality and performance; (iii) replace the infringing portion of the Service, Fischer System or Fischer Software with non-infringing systems or services with reasonably equivalent functionality; or (iv) in the event the remedies set forth in subsections (i)-(iii) above are not commercially practical as determined by Fischer in its sole and absolute discretion, return the amounts actually paid by Client for the infringing portion of the Service [during the then prior [six (6)] months]. The remedies provided in this Section 8.1 are Client's sole and exclusive remedy, and Fischer's sole and exclusive liability, for any actual or alleged infringement of a third party's Intellectual Property rights involving the Service or this Agreement. Fischer shall not have any liability to Client for any claim that any third-party equipment, software or computer programs infringe or misappropriate any third party Intellectual Property rights. Client's sole recourse will be against the manufacturer or provider of any such third party

equipment, software or computer programs. The remedies offered in this Section 8.1 shall not apply to any claim based upon the combination, operation or use of the Service, Fischer System or Fischer Software with data, hardware or computer programs not provided or formally approved by Fischer.

8.2 Indemnification by Fischer. Subject to the terms and conditions of this Section 8, Fischer hereby agrees to indemnify, defend and hold harmless the Client, and its agents, partners, principals, officers, directors, employees and shareholders from and against any and all losses, awards, causes of action, claims, obligations, demands, assessments, fines and penalties (civil or criminal), liabilities, expenses and costs (including litigation costs and reasonable attorneys' fees) (collectively "Damages") incurred by or asserted against such parties resulting from, arising out of or otherwise in connection with (i) the unauthorized use of Client Data by Fischer not due to breach by Client of its obligations with respect to Client Data, (ii) any claim concerning the subject matter of this Agreement resulting from the willful misconduct of Fischer, or (iii) any third-party claim, suit, action or proceeding asserting any allegation that any of the Licensed Materials infringe any intellectual property or other proprietary rights of any third party; provided, however, that if there is also fault on the part of the Client or any entity or individual acting on the Client's behalf, the foregoing indemnification shall be on a comparative fault basis.

8.3 Indemnification by Client. Client shall indemnify and defend Fischer, its affiliates and their respective employees, officers, directors, shareholders, agents, contractors and representatives (collectively, the "Fischer Indemnitees") and hold the Fischer Indemnitees harmless from and against any and all judgments, losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, taxes, fines and claims sustained by or involving the Fischer Indemnitees arising out of or resulting from (i) the unauthorized release of Client Data by Client, (ii) any claim concerning the subject matter of this Agreement resulting from the willful misconduct of Client and (iii) except as expressly provided in Section 8.1, any claims made by third parties arising out of Client's use of or access to the Service, Fischer System or Fischer Software; provided, however, that if there is also fault on the part of Fischer or any entity or individual acting on Fischer's behalf, the foregoing indemnification shall be on a comparative fault basis.

9. LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES

9.1 Limitation of Liability. IN NO EVENT WILL FISCHER'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES TO CLIENT, ANY PRACTICE, OR ANY OTHER PERSON OR ENTITY EVER EXCEED THE AMOUNT OF FEES AND CHARGES PAID BY CLIENT TO FISCHER HEREUNDER DURING SIX (6) MONTHS PRECEDING THE CLAIM, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE).

9.2 Exclusion of Certain Damages. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND EXCEPT IN CASES OF WILLFUL MISCONDUCT IN NO EVENT SHALL FISCHER OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES OR ANY OTHER PARTY INVOLVED IN DEVELOPING OR PROVIDING THE SERVICE OR ANY PORTION THEREOF BE LIABLE HEREUNDER FOR ANY LOSS OF DATA (INCLUDING, WITHOUT LIMITATION, CLIENT DATA) OR OTHER DAMAGES RESULTING FROM ANY DELAY OR

DEFECT IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS OR SERVICES, NOR FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT, WHETHER OR NOT FISCHER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE).

9.3 Duty to Mitigate; Limitation of Claims. Client shall use commercially reasonable efforts to minimize any damages it may incur as a result of Fischer's performance or non-performance of this Agreement.

10. MISCELLANEOUS

10.1 Force Majeure. Fischer shall not be liable to Client or any other person for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an act of God, war, terrorism, or any other event beyond the reasonable control of Fischer (including, without limitation, the failure of Client to perform its obligations hereunder).

10.2 Severability. If any one or more of the provisions in this Agreement or any application of such provision is held to be invalid, illegal or unenforceable in any respect by a competent tribunal, the validity, legality and enforceability of the remaining provisions of this Agreement and all other applications of the remaining provisions will not in any way be affected or impaired by such invalidity, illegality or unenforceability.

10.3 Assignment. Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations hereunder may not be assigned in whole or in part by either party, without the prior written consent of the other party except that the rights and obligations of Fischer, but not the Client, may be assigned to another entity in connection with the sale of the division or business unit that is primarily responsible for performance of Fischer's obligations under this Agreement, or a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of Fischer. In any such case, if the purchasing entity is deemed to be unfit by the Client to maintain the performance of the software per criteria mutually developed by Fischer and the Client, then the Client has the right to terminate this license and agreement upon thirty (30) days written notice to Fischer. Any purported assignment in violation of this Section 10.3 shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

10.4 Choice of Law; Venue. The validity, construction, and enforcement of this Agreement, and the determination of the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Florida (excluding any choice of law principle that would result in the application of the laws of any other jurisdiction). The Parties agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations shall be in any appropriate forum in Collier County, Florida. In the event that a legal action is commenced by either party against the other party relating to this

Agreement and such action results in a judgment in favor of either party, the prevailing party in such action shall be entitled to payment from the non-prevailing party of all of the prevailing party's reasonable legal fees and expenses incurred in connection with such action.

10.5 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed given (a) if by hand delivery, upon receipt thereof or (b) if by internationally recognized courier delivery service (such as Federal Express), upon such delivery. All notices shall be addressed to the intended recipient party at the address noted in the Service Order part of the Agreement (or such other address as either party may in the future specify in writing to the other).

10.6 Independent Contractor. The parties acknowledge and agree that in the performance of their respective duties and obligations hereunder they are acting as independent contractors of each other, and neither party shall represent that an employer/employee, partnership, joint venture, franchisor/franchisee or agency relationship exists between them, nor shall either party have the power, nor will it represent that it has the power, to bind the other party hereto to any contract or agreement. Neither party shall have control over the other party or its representatives with respect to its hours, times, employment, manner or method of performing its obligations under this Agreement.

10.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.8 Captions, Sections, Articles and Exhibits. The premises, captions and headings in this Agreement are for convenience of reference only and may not be referred to in the construction or interpretation of this Agreement. Unless otherwise noted, any reference in this Agreement to an "Exhibit," a "Section" or an "Article" refers, respectively, to exhibits, sections or articles in this Agreement. The content and terms of all Exhibits (including any Exhibits that are not completed as of the execution of this Agreement, but are subsequently agreed upon by the parties, and any amended Exhibits) are incorporated into this Agreement by reference.

10.9 Interpretation. This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation, it being agreed that this Agreement was fully negotiated by both parties. By execution and acceptance of this Agreement, the parties acknowledge that they have had the opportunity to consult counsel regarding this Agreement, and that they have read the same and understand each provision, term and obligation contained in this Agreement and its Exhibits.

10.10 Entire Agreement. This Agreement (including any exhibit, schedule or attachment hereto which references this Agreement) constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior statement or writing not a part of this Agreement.

10.11 Amendments and Waiver. No amendment, change, or modification of this Agreement or any of the terms, conditions or provisions hereof, and no waiver of a right, remedy, privilege, power, or discharge of an obligation or liability, conferred upon, vested in, or imposed upon any party under or pursuant to this Agreement, and no consent to any act or omission pertaining hereto will be effective unless duly embodied in a written instrument that is signed by the duly authorized representatives of both parties. No failure to exercise and no delay in exercising any right, remedy, privilege, or power under or pursuant to this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, privilege, or power provided for under or pursuant to this Agreement by either party hereto preclude or limit such party from any other or further exercise thereof or from pursuing any other right, remedy, privilege, or power available pursuant to this Agreement, at law or in equity.

10.12 Further Assurances. The parties hereto further agree that they shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of this Agreement.

10.13 Marketing Communications. Client agrees that Fischer shall have the right to create and distribute a news release announcing Fischer's selection by Client. Client also agrees to participate in industry analyst interviews, independent news agency stories, Fischer marketing communications, or other news-related matters as reasonably requested by Fischer.

Schedule A

Managed Identity Services – [Selected Tier]

A. Scope. This Schedule A describes the Support provided by Fischer as part of Managed Identity Services Service. This Schedule A is incorporated by reference into the Master Subscription Agreement between Fischer and Client, and any capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Master Subscription Agreement.

B. Definitions. The following terms shall have the respective meanings given below as used in this Schedule A.

1. “Defect” means one or more reproducible failures of the Service to substantially comply with the User Guide or the occurrence of Service down time which is not due to Excusable Downtime as provided in Schedule A.
2. “Resolved” means the repair or replacement of object or executable code versions of Fischer Software included as part of the Service to remedy a Defect.
3. “Workaround” means a change in the procedures followed or that you supply to avoid a Defect without impairing your use of the Service.
4. “Response Time” means the interval from when Fischer receives a Support Request from Client to the time that Fischer acknowledges the receipt of the incident via an email response which includes the timestamp of receipt.
5. “Solution Modules” mean the major capabilities or components of the Service that can be individually licensed. For organizations licensing the entire suite, the modules are Identity Access Governance, Fischer Access Management, and Compliance. Sub-modules count as modules only when they are individually licensed outside the suite: Access Termination and Role & Account Management.
6. “Support Request” means a request for support to Fix or provide a Workaround for a defect in the Service or a request for support that involves no modifications to the Service, such as a question.

C. Levels of Support. Fischer Managed Identity Services is Client’s point of contact for any support services provided by Fischer hereunder.

Support Level	Description
Level 1	<p>This is the initial support level responsible for Support Requests and Statement for Professional Services. Level 1 representatives receive support calls, and in consultation with the Client Authorized Representative, determines the initial Priority Level for the Support Request. A Level 3 representative may modify the Priority Level of a Support Request if such representative determines that the Support Request has been assigned the wrong Priority Level. Sample Level 1 activities include but are not limited to:</p> <ul style="list-style-type: none">• Being the point of contact for Client Authorized Representatives related to all software issues and changes (bugs, usability questions and enhancements).• Collaborating with a Client Authorized Representatives to establish the priority of support requests.• Answering questions about the functionality of the software.• Performing initial troubleshooting and providing known, documented fixes or workarounds when available.• Recording support requests, opening support tickets and assigning ticket numbers• Tracking the status of support tickets.• Transitioning support requests to Level-2 Technical Support when required.• Communicating problem resolution to Client Authorized Representatives.
Level 2	<p>Level 2 Support: This is a more in-depth technical support level than Level 1 containing more knowledgeable personnel experienced at administrative level support. Technicians in this realm of knowledge are responsible for assisting Level 1 personnel to solve basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to these more complex issues. A key responsibility of this level is to determine whether the problem is part of the “solution,” i.e., the configuration and workflows, or if the problem is caused by an underlying software issue. All configuration and workflow issues should be solved at this level. Sample Level 2 activities include but are not limited to:</p> <ul style="list-style-type: none">• Conducting root-cause analysis to determine whether a problem is caused by the configuration or by an underlying software issue.

	<ul style="list-style-type: none"> Transitioning problems to the appropriate Level-3 Technical Lead as required via the terms stated in Section V SUPPORT REQUESTS AND PRIORITY LEVELS. Communicating problem resolution to Client Authorized Representatives.
Level 3	<p>Level 3 Support: Level 3 support will be provided related to Software Defects only. Level 3 support is synonymous with Development as the issues coming to this level typically require software fixes and may require temporary workarounds if a Defect cannot be solved rapidly. Although the vast majority of “solution” problems should be identified and corrected by Level 2 technicians, Level 3 is available to assist Level 2 in determining whether a problem is related to the solution or to the software. Sample Level 3 duties include but are not limited to:</p> <ul style="list-style-type: none"> Leading the programming and quality assurance efforts for any coding and testing required to resolve software problems. Delivering workarounds for software Defects that cannot be resolved rapidly. Communicate problem resolution to Level-2 Specialists. <p>*Note: Defects that are escalated to Level 3 and are identified as non-solution and/or non-product related issues will be billed directly to the customer for the hours spent during problem determination at the hourly rate specified in the agreement.</p>

D. Support Requests and Priority Levels

1. Requesting Technical Support. Fischer recommends that Client first refer to the documentation, User Guide and any on-line help provided by Fischer for possible solutions to problems prior to issuing a Support Request. Client may request support via the following methods:

- Web: Fischer Online Customer Support Portal (<https://support.fischeridentity.com>)
- Telephone: (800) 776-7258, Option 1
- Email: support@fischeridentity.com

2. Technical Support Hours. If Client continues to experience a Defect with the Service, a Client Authorized Representative must issue a Support Request. Support Requests may be submitted seven days a week, 24 hours a day, except during periods of maintenance or force majeure. Each Support Request will be handled in the manner described in Section C above. Telephone-based escalated support is available Monday through Friday from 9:00 AM to 6:00 PM Eastern Time, excluding major holidays. Calls received outside of these hours have the option to 1) leave a voicemail for a callback during business hours, or 2) be transferred to Fischer Identity’s after-hours answering service to report urgent issues. It is highly recommended that Authorized Users create a ticket before using Fischer’s telephone-based support service.

3. Factors Used to Determine Severity Levels - The following characteristics are used by the Level 1 Fischer Managed Identity Services representative, in consultation with the Client, to identify the Severity Level of a Defect submitted through a Support Request: (a) business and financial exposure impact; (b) work outages; (c) the number of Covered Persons affected; (d) when the affected functionality is required; and (e) whether a Workaround is available. It is not necessary (nor is it likely) to have a perfect match of each characteristic to categorize a reported Defect at a particular Severity Level. Each reported Defect will be weighed against each of the Severity Level characteristics to make an overall assessment of which Priority Level best describes the reported Defect. Fischer Management reserves the right to lower or raise the Priority Level based on the assessment of the level of Severity of the Defect reported. Any changes to the Priority Level will be communicated with the Client.

Priority Levels

Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
Business and financial exposure			
The Defect creates a serious business and financial exposure for Client.	The Defect creates a substantial business and financial exposure for Client.	The Defect creates low or little business and financial exposure for Client.	The Defect creates minimal business and financial exposure for Client.
Work Outage			
The Defect prevents Client from completely utilizing the Service to perform critical work and a majority of Client’s business operations are affected.	The Defect prevents Client from utilizing material portions of the Service and affects a substantial portion of the Client’s operations.	The Defect prevents Client from utilizing some substantial features of the Service and affects a significant portion of the Client’s operations, but Client is still able to complete most other tasks.	The Defect prevents Client from utilizing some non-substantial portion of the Service, but Client’s operations are not materially affected and Client is able

Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
			to complete most other tasks.
Number of Covered Persons Affected			
The problem affects a majority of Client's Covered Persons.	The problem affects a substantial proportion of Client's Covered Persons.	The problem affects a small number of Client's Covered Persons.	The problem only affects a minimum number of Client's Covered Persons.
Timing of Usage			
The failed function(s) are currently required.	The failed function(s) are currently required.	The failed function(s) will be required within two weeks.	The failed function(s) are not required for more than two weeks.
Workaround [Note, this bullet carries the heaviest weighting of the characteristics for Priority 1 and 2.]			
There is no Workaround to the Defect (i.e., the job cannot be performed in any other way).	There may or may not be a Workaround to the Defect. (i.e., the job may not be performed in some other way)	There is likely a Workaround to the Defect.	A workaround for the Defect is available and can be implemented (i.e., the job can be performed in some other way).
Response Time to Conduct Initial Conversation			
Within two hours	Within four hours	By close of next (U.S.) business day	Within one weeks

4. Service Levels.

The levels of service provided by Fischer to Client are described below.

Priority 1 Support Requests: Fischer technical support personnel work around the clock until the problem is resolved. It is critical that a Client Authorized Representative is available to provide information and to perform actions as required to resolve the Defect, or Fischer Management is permitted to automatically lower the Priority Level of the Support Request to Priority 2.

Priority 2 Support Requests: at least one Fischer technical support person is assigned to address the problem during normal business hours. During this time, a Client Authorized Representative is required to be available to provide information and to perform actions to resolve the Defect, or Fischer Management is permitted to automatically lower the Priority Level of the Support Request to Priority 3.

Priority 3 and Priority 4 Support Requests: Fischer will schedule work as appropriate. Resolution may be provided in the next scheduled product release.

Support Requests are automatically escalated to higher levels within Fischer as provided in the table below.

Fischer Escalation for Support Requests

Priority	Criteria for Escalation Within Fischer	Notification to
Priority 1 (Critical)	Every 2 hours from time of creation or last update	1. escalations@fischeridentity.com 2. Manager of Managed Identity Svcs. 3. AVP Technical Operations 4. Primary Support Specialist (On Call)
Priority 2 (High)	Every 4 hours from time of creation or last update	1. escalations@fischeridentity.com 2. Manager of Managed Identity Svcs. 3. AVP Technical Operations 4. Primary Support Specialist (On Call)
Priority 3 (Medium)	No Response to Client (which may include plans for a Workaround or a Fix in the next release) has been communicated to Client within in 1 business day.	1. escalations@fischeridentity.com 2. Manager of Managed Identity Svcs. 3. AVP Technical Operations 4. Primary Support Specialist (On Call)
Priority 4 (Low)	No Response to Client (which may include plans for a Workaround or a Fix in the next release) has been communicated to Client within 1 week.	1. escalations@fischeridentity.com 2. Manager of Managed Identity Svcs. 3. AVP Technical Operations 4. Primary Support Specialist (On Call)

5. Client Responsibilities.

- a) Prior to initiating a Support Request, the Client Authorized Representatives will attempt to resolve the issue by consulting any on-line help provided by Fischer.
- b) The Client will report all suspected Defects through the Client Authorized Representatives to the Fischer Managed Identity Services staff. Client end users and Covered Persons may not contact Fischer support resources directly to report a problem or Defect. Reports will include the minimum required information sufficient for Fischer to reproduce the suspected Defect. Fischer strongly encourages Client to report Priority 1 and Priority 2 support requests by telephone to expedite resolution. By default, support requests received through e-forms, fax, or email messages are initially treated as Priority-3 Support Requests and are responded to within 1 business day.
- c) A Client Authorized Representative is often required to provide information or perform actions so that Fischer can provide support services. The Client will use reasonable effort to provide required information in a timely manner using the same schedule as outline in Section 4.
- d) In certain situations, detailed information regarding the Client's system environment may be necessary to affect a timely resolution. In these situations, and other integration/gateway related issues, Fischer may require the involvement of the Client's IT resources to provide information necessary to assist in Defect or problem resolution.
- e) Client must specify whether changes required to resolve a Support Request or to implement a Statement of Work must be approved by Client before being enacted.
- f) The Client is responsible for properly maintaining the functional operation of its IT equipment and interfaces, including connectivity to the Internet. Consulting, implementation, integration, support for Client Interfaces, and training services that may be needed for the Client to take advantage of Service revisions or Updates are not within the scope of the support provided pursuant to this Exhibit.
- g) Prior to logging any connectivity problems, the Client will verify that they are able to reach other popular Internet sites such as Google (<http://www.google.com>).
- h) The Client is responsible for virus protection for Client workstations and all of the Client's host systems that are networked to those workstations or the Service.
- i) The Client is responsible for configuration of its corporate Internet firewall to allow any necessary ports to be used.
- j) The Client Authorized Representatives will not share their login identifier or password.

6. Connector Version Support Policy. Connectors are supported for the version and release of the connected system for which they are delivered and for the version and release of the Fischer Software for which they are delivered.

E. Managed Identity Services Professional Services

The Client shall receive an annual entitlement of XX [*applicable selected MIS Tier allocation*] hours of Managed Identity Services Professional Services from Fischer, specifically for amendments or alterations to the in-production, existing Fischer solution. Managed Identity Services Professional Services hours are accounted for and/or billed in one-hour increments for all work performed. Additional Work Requests for Professional Services exceeding the amount of available Managed Identity Professional Services hours will be billed at a discounted Professional Services rate of \$X [*applicable selected MIS Tier discounted rate*] per hour. Hours are billed in one-hour increments.

Any Managed Identity Services Professional Services hours not used in any given annual term are forfeited, and shall not accrue or roll-over to the following annual term. Requests for any such modifications are required to be requested through the Fischer Support Portal. While Fischer Identity pledges to make reasonable efforts to conform to the Client's scheduling preferences for these modifications, the feasibility of such scheduling is contingent upon and subordinate to current workload, pre-existing project obligations, and operational capabilities. Should the Client discontinue their subscription to the Managed Identity Services, the provision of the aforementioned allocated hours will cease immediately.

Service Level Terms

A. Service Availability. Fischer uses its commercially reasonable efforts to make the Service available to authorized users twenty-four hours a day, seven days a week, or 100% of the time in each month, less the periods of time during which the Service is not available due to one or more of the following events (collectively, "**Excusable Downtime**"):

1. **Routine Maintenance.** Routine Maintenance means scheduled maintenance. Fischer's notification policy is to announce the scheduled maintenance one month, two weeks, and one week in advance, but not less than 72 hours before the scheduled maintenance. Fischer will use its commercially reasonable efforts to schedule such maintenance during the weekend hours from 9:00 p.m. EST Friday to 3:00 a.m. EST Monday.

2. **Unscheduled Maintenance.** Unscheduled maintenance that is performed on the Client's solution and/or underlying infrastructure in response to a critical unforeseen circumstance, such as security vulnerability or performance issue.

3. **Client Acts or Omissions.** The acts or omissions of Client or Client's employees, agents, contractors, vendors, or any end user or any other party gaining access to the Service by reason, directly or indirectly, of any act or omission of Client, including without limitation, the following:

- Non-availability of Client's connected systems or applications;
- Non-availability of Client's components for the Fischer Global Identity Gateway;
- Upgrades or changes made to Client's connected systems or applications without approval by Fischer and other changes made to Client's connected systems or applications without sufficient time for Fischer to prepare for Client's changes; and
- Time waiting for a Client Authorized Representative to provide required information or to perform required actions.

4. **Network Failures.** A failure of the Internet and/or telecommunications networks.

5. **Force Majeure.** The occurrence of any event that is beyond Fischer's reasonable control.

6. **Test Environment.** The Test Environment is excluded from the term "Service Availability" and the SLAs discussed herein do not apply, due to the nature of a test environment. Fischer will dedicate reasonable commercial efforts to ensure that the test environment will be available during the mutually agreed-to period.

7. **Software Customizations.** CSS, XHTML and JavaScript directly applied to user-facing interfaces or any manipulation of the file system configuration that may directly affect the software's ability to function as designed.

B. Service Level Credits

If Client reports downtime of the Service where the Service fails to meet the target uptime of 100% for a month (taking into account Excusable Downtime), Fischer will provide a credit to Client on Client's next invoice for the Service Fees in proportion to the amount of Service downtime for that month; provided that the amount of any such Service Level Credit shall not exceed (a) one hundred percent (100%) of the monthly Service Fees, or (b) one-twelfth (8.33%) of the annual Service Fees.

SCHEDULE C

Family Educational Rights And Privacy Act ("FERPA") Addendum

Fischer International Identity LLC and Client agree to the following regarding FERPA regulations:

1) Compliance with FERPA. The Client agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), Fischer International will be considered a contractor to whom functions and services have been outsourced by the Client. As a result of these function and services, Fischer International might have direct or indirect access to educational records, as defined by FERPA. Fischer International agrees that it shall not re-disclose personally identifiable educational records of Client community pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Fischer International expressly warrants and represents that it shall not use the student information or educational records if come in contact for any purpose other than to comply with the terms of this Agreement with the Client. Fischer International will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to Client. Fischer International will work with Client to remediate the unauthorized disclosure (or anticipated unauthorized disclosure, but only in instances where the unauthorized disclosure is a direct result of gross negligence or willful misconduct of Fischer International. The terms of the remediation will be determined jointly by Fischer International and Client.

2) In case of any Data Breach, Fischer International will comply with the "S 139: Data Breach Notification Act".
S. 139: Data Breach Notification Act, summarized below:

Official Summary: 1/6/2009--Introduced. Data Breach Notification Act - Requires any federal agency or business entity engaged in interstate commerce that uses, accesses, or collects sensitive personally identifiable information, following the discovery of a security breach, to notify:

- (1) any U.S. resident whose information may have been accessed or acquired; and
- (2) the owner or licensee of any such information that the agency or business does not own or license.

Exempts:

(1) agencies and business entities from notification requirements for national security and law enforcement purposes and for security breaches that a risk assessment concludes do not have a significant risk of resulting in harm if specified certification or notice is provided, subject to review by the Secret Service; and (2) business entities which utilize a security program that blocks the use of sensitive personally identifiable information and provide notice of a breach to affected individuals. Requires notifications regarding security breaches under specified circumstances to the Secret Service, the Federal Bureau of Investigation (FBI), the Postal Inspection Service, and state attorneys general. Authorizes the Attorney General to bring a civil action in U.S. district court against any business entity that violates this Act. Sets civil penalties for violations. Amends the Fair Credit Reporting Act to require agencies to include a fraud alert in the file of a consumer that submits evidence of compromised financial information to a consumer reporting agency.

Authorizes:

- (1) civil actions by state attorneys general to enforce this Act; and
- (2) appropriations for costs incurred by the Secret Service to investigate and conduct risk assessments of security breaches.

SCHEDULE D

Full-Time Equivalent Student (FTE) Model Terms and Conditions

Licensors offers a full-time equivalent (FTE) pricing model to qualified Educational institutions. Pricing is based on the institution's Fall Student FTE enrollment values reported to Integrated Postsecondary Education Data System (IPEDS).

The FTE Model Differs from the traditional headcount model in the following ways:

1. User Counts: Fees are based only on the number of Student FTEs, not total institution headcount.
2. Non-Student FTE Population Cap: The Non-Student FTE user population is capped at ten (10) times the Student FTE population; e.g., a 10,000 Student FTE institution would have a license cap of 110,000 total users. NOTE: inactive or archived identities that are stored but not being actively managed in any way by the service are not counted as users and do not impact the Non-Student FTEs population cap.
3. User Types: The only user type that is subject to a license fee is the Student FTE. Faculty, Staff, Alumni, Applicants, Parents, Contractors, Partners, Guests and other users may be added without purchasing additional user licenses up to the license cap specified above. Inactive Users or Archived Users may be maintained in the service and do not count as users.
4. Connected Systems: The Licensors connector library is included in the FTE price. If the institution requires a connector for a commercially-viable system* not already in the connector library, it will be developed without charge for up to three (3) commercially-viable systems. Licensors reserves the right to charge development fees for additional commercially-viable connectors. License fees and development charges apply to all other connectors (e.g., custom connectors, non-commercially viable connectors).

**Commercially-viable" is defined as a COTS system that a reasonable number of other potential Licensors customers will need supported. Licensors only charges connector license fees for custom connectors or COTS systems with low market penetration/install base. The decision to waive development costs is solely up to Licensors and will be made on a case-by-case basis based on projected or reported application market share and application version (e.g., application age, EOL, etc.).*

5. License Administration / True-up: Student FTE counts may vary up to five percent (5%) before the institution is required to pay for additional FTE licenses. Licensors will monitor the institution's IPEDS-reported FTE count annually and contact the institution when Student FTE counts exceed the actual licensed count.
6. **INTENTIONALLY OMITTED**
7. Exceptions: Not included under this model are:
 - Teaching Hospitals
 - Reselling identity management services to persons/systems not covered under this agreement