End User License Agreement

Ad Astra General Terms and Conditions

This End User License Agreement – Ad Astra General Terms and Conditions ("Agreement") consists of these General Terms and Conditions that govern your purchase and use of the software and/or services ("Software Services") as provided on the Amazon Web Services (AWS) Marketplace ("Marketplace") and/or through your execution of an Ad Astra Order Schedule ("Order Schedule") and is a legally binding contract between you or the entity or organization that you represent ("Client") and Ad Astra Information Systems, L.L.C. ("Ad Astra"). This Agreement takes effect upon Client's purchase of a Subscription to the Software Services on the Marketplace ("Order") or through an Order Schedule.

By completing an Order; and/or using and continuing to use the Software Services through an Order, Client agrees that any such action constitutes acknowledgment that you have had the opportunity to read and review this Agreement; acceptance of this Agreement; and that further written approval is not required for the validity or enforceability of this Agreement; Acceptance of this version of the Agreement also constitutes acceptance of all future versions of this Agreement published on the Marketplace, and acknowledgment that the applicable terms at any moment in time will be the most recent version published.

Recitals

WHEREAS, Ad Astra has developed and owns scheduling software for courses and events, course planning software applications, and other consulting or professional services.

WHEREAS, Client is an institute of higher education and desires to purchase certain selected software and/or services from Ad Astra (collectively, the "Software Services").

Definitions

1. **Order(s):** A legally binding contract for the purchase of the Software Services through the Marketplace by Client in which Client will enter into a public sellers terms and conditions agreement with AWS.

2. **Order Schedule(s):** A legally binding contract signed by the parties completing the purchase of the Software Services directly through an Ad Astra representative by Client.

3. **Subscription(s):** Any purchase of the Software Services by Client including through an Order or Order Schedule.

4. **Private Offer(s):** A purchasing program that allows Ad Astra and Client to enter into a custom signed agreement regarding the End User Licensing Agreement (Agreement) terms for purchases and multi-year pricing in the AWS Marketplace. This feature enables Client to enter into tailored Agreements based on specific needs.

Agreement

NOW, THEREFORE, in consideration of the promises, covenants and mutual agreements herein contained, the sufficiency of which is hereby acknowledged, Ad Astra and Client hereto agree as follows:

1. Scope of Services

    a) Procurement Under this Agreement
The subscription to the Software Services selected by Client and the pricing for said Software Services shall be (a) submitted and completed online by Client through an Order; or (b)be agreed upon between Ad Astra and Client (collectively referred to as "Parties") in a writing signed by the Parties in the form of an Order Schedule(s).

    b) Statement of Work
In addition to the Subscription the Parties may execute a Statement(s) of Work ("SOW") that outlines mutually agreed upon services. Custom SOW(s) for an Order may be available through a Private Offer.

    c) Additional Services
Ad Astra may also provide additional Software Services to Client pursuant to a separate Subscription, or other written Addenda signed by the Parties, subject to the Fees set forth in the Marketplace or on such Order Schedule or Addenda.

    d) Applicability
All Subscriptions, SOWs and Addenda entered into between the Parties shall be deemed attached hereto as supplemental Exhibits and are incorporated herein as if fully set forth herein, and shall be governed by this Agreement.

    e) Other
To the extent this Agreement is inconsistent with any other past, present or future document, agreement, purchase order, terms and conditions contained on Client's website, or understanding between the parties, the terms of this Agreement shall govern unless agreed to in writing and signed by both parties. No terms, including those in a purchase order or Client's website terms or conditions shall apply to Ad Astra and/or shall not alter this Agreement unless Ad Astra has expressly agreed to such terms by inclusion in a written agreement signed by both parties.

2. **Access and Provision of Services**

    a) **Access**

    During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide Client with access to and use of the Software in a hosted environment (the "Software Services"). Accordingly, Ad Astra grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the Software Services during the term of the applicable Subscription(s). Upon payment of the Fees, as prescribed in Section 10, Ad Astra shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s). Access to use the Software Services may not in whole or in part be assigned or transferred to any person not covered under this Agreement.

    b) **Services**

    During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide to Client the Software Services and related implementation, user support, version upgrade and other services described in the applicable Subscription(s) (the "Support Services"), subject to the Fees set forth therein.

    c) **Suspension**

    Ad Astra may, in its sole and absolute discretion and without notice, immediately suspend Client's or any end user's right to use or receive the Software Services and the Support Services hereunder for failure to comply with Ad Astra's policies and/or the terms set forth herein.

3. **Acceptance of Software Services and Support Services**

    All Software Services and Support Services provided and/or performed hereunder will be deemed to be accepted by Client, unless Client reports to Ad Astra all deficiencies in any such services within ten (10) days after receipt of such services performed.

4. **Connectivity**

    Ad Astra's objective is to make the Software Services available twenty-four hours a day, seven days a week. In the event that Client's access to the Software Services becomes unavailable due to connectivity issues, Client shall immediately notify Ad Astra by logging a case to the Ad Astra portal in accordance with Ad Astra's written policies. Client support hours are Monday through Friday from 7:00 am to 6:00 pm (cst). Ad Astra's policy is to respond within two (2) business hours of receiving the case. Unless Client's access to the Software Services is unavailable for reasons beyond Ad Astra's control or as a result of routine maintenance, Ad Astra strives to resolve and restore access within eight (8) business hours.

5. **Outsourced Services**

    Client acknowledges that from time-to-time Ad Astra may contract with third-party providers to provide the Software Services to Client. Any such third-party providers shall be obligated by terms no less

restrictive than set forth in this Agreement. Ad Astra acknowledges that it shall remain responsible for its third-party providers with respect to the Software Services provided under this Agreement. All third-party hosting providers will be required to maintain currency and compliance with SOC 2 audits and ISO certificates.

6. **Acceptable Use**

In addition to the limitations and restrictions provided in Ad Astra's written hosting policies or other documentation, Client agrees that its usage of all Software Services provided by or on behalf of Ad Astra is for the express use of running the Software Services.

a) Client shall not, and shall not permit any person or entity to: (i) copy or republish the Software Services; (ii) make the Software Services available to any person or entity other than authorized end users; (iii) use or access the Software Services to provide service bureau, time-sharing or other computer hosting services to third parties; (iv) modify or create derivative works based upon the Software Services or documentation; (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software Services used to provide the Software Services or in the documentation; (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Software Services, except and only to the extent such activity is expressly permitted by applicable law; and/or (vii) access the Software Services or use the documentation to develop, offer, or assist in the development of services, solutions, or functionality that are substantially similar to or in competition with the Software Services.

b) No infrastructure or Ad Astra application software is available for redistribution or rental to any other location outside of the Astra Cloud.

c) Client understands and agrees that Client is responsible for maintaining the network and systems in which Client accesses the Software. Client shall maintain restricted access to all environments where the Software is utilized. Client must ensure proper security is in place and when its users are accessing the Software including maintaining strong passwords, employing proper firewalls, and other industry standard technological security best practices. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify Ad Astra within twenty four (24) hours of either event, so that access security can be reset and an audit of possible damage can be executed.

d) Client acknowledges and agrees that Software, systems and data which are made available over the internet are inherently insecure against motivated individuals, and Ad Astra has no obligation or liability to Client for any unauthorized access to Client information provided that such unauthorized access to Client information is not due to Ad Astra's breach of the Agreement or subsequent amendments and/or Addenda, or Ad Astra's negligent acts or willful misconduct in respect to handling of Client information.

7. **Scheduled Maintenance**

Client acknowledges and agrees that Ad Astra will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the Software Services may not be available for Client's use. Ad Astra's objective is to minimize the duration of any such unavailability and will, to the extent possible, endeavor to perform routine maintenance outside of normal business hours which typically will be from 11:00 pm on Saturday to 11:00 pm on Sunday. Ad Astra, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.

a) **Upgrades and Enhancements**

Software retired by Ad Astra will cease to be available in connection with the Software Services or Support Services, and upgrades and enhancements are not available for such retired Software. If any such Software is retired by Ad Astra during the term of this Agreement or any applicable Subscription, Client may either (i) upgrade to other Ad Astra Software Services and pay applicable fees, if any; or (ii) terminate this Agreement and have no obligation to make payments for usage past the termination date.

b) **General Exclusions**

Ad Astra is not responsible for providing, or obligated to provide, Support Services under this Agreement: (i) in connection with any errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by Client, its representatives, agents, affiliates or others on behalf or at the request of Client, knowingly or not; (ii) in connection with any error if Ad Astra has previously provided corrections for such error which Client fails to implement; and/or (iii) in connection with any errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Ad Astra), hardware or any system or networking utilized by Client.

c) **Excluded Software**

This Agreement does not govern, and Ad Astra shall not be responsible for, the maintenance or support of any software other than the Software that may be accessed and used by Client in connection with the Software Services including, without limitation, any third-party software embedded in the Software provided by Ad Astra.

8. **Client Hosted Data and Enrichment Data**

Client provides Ad Astra with Client Data and Administrative Data. Client retains ownership of its data. Ad Astra may generate Enrichment Data. Ad Astra retains ownership of Enrichment Data.

a) **Client Data**

Client Data is the information submitted into the Software when Client utilizes the Software Services or when Client receives Support Services. Client Data may be submitted directly by Client or indirectly through Ad Astra's partners. The Software stores Client Data strictly on

Client's behalf in order to provide the application(s) and service(s) of Ad Astra's contractual obligations to Client. Ad Astra's employees' access is restricted to Client Data to support client services, and technical staff who provide Client support, technical troubleshooting, professional services, and system maintenance. Ad Astra uses Client Data to provide Software Services and Support Services and to address client support requests and technical problems. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

b) **Administrative Data**

Administrative Data is information Client provides during set-up, purchase or administration of Software Services or Support Services. This includes Client name, address, email and phone number, and individual users' names, emails, phone numbers and account credentials. Ad Astra collects, stores, and uses Administrative Data to perform its contractual obligations to Client and/or for its legitimate business interests. Specifically, Client acknowledges and consents to Ad Astra's use of Administrative Data to provide Software Services and Support Services to Client, administrate Client's account, keep a record of Client dealings, notify Client of new offerings and of changes, updates and availability of Software Services or Support Services, understand Client experience using Ad Astra applications (for example, by sending surveys), conduct research, improve the Software Services and Support Services, plan and host events, contact Client with marketing communications, and identify and prevent fraud.

c) **Enrichment Data**

Enrichment Data is data generated by Ad Astra if it refines, cleanses, enhances, generates, produces, calculates, processes, contributes, and/or otherwise improves Client Data as part of Ad Astra's Services. Ad Astra may obtain Enrichment Data from public or third-party data sources and Ad Astra's internal data processes provided from Client Data. If Ad Astra makes Enrichment Data available to Client, then Client shall only have access to and may only use that Enrichment Data in connection with Client's use of Ad Astra's Software and/or Services during the Initial Term or any Renewal Term. Ad Astra may provide Enrichment Data from or through third party service providers, public sources, and/or Ad Astra's internal processing of data.

d) **De-Identification**

Client's data hosted by or on behalf of Ad Astra in connection with this Agreement may be de-identified to produce a database instance (the "De-Identified Astra Database Instance"). The de-identification process removes or obfuscates all personally identifiable information and makes every reasonable attempt to anonymize all client identifiable information including but not limited to institution name, campus names, department names, etc. The De-Identified Astra Database Instance may be exported from the Astra Cloud to another Ad Astra data center and used by Ad Astra for quality assurance, software and service improvements, research, benchmarking, and/or demonstration purposes. Client agrees to provide Ad Astra with a world-wide, royalty-free license to use de-identified data in accordance with this section 8.

e) **Data Backup Strategy and Resiliency**

Ad Astra acknowledges its responsibility for data backup and recovery. Ad Astra uses robust data storage strategies including frequent snapshots, automatic backups, and data restoration capabilities to ensure continuous availability and reliability.

9. **Client's Obligations**

a) **Use of Software Services and Support Services**

The Software Services and the Support Services must be used only for Client's own internal business purposes. Client must not (i) permit any third party to use the Software Services or Support Services; (ii) use the Software Services or Support Services in the operation of any business other than Client's own business; (iii) allow unauthorized access to the Software Services or Support Services; (iv) make any copies of application Software or third party infrastructure software such as operating system software or database software; and/or (v) alter or modify the Software in any manner without Ad Astra's prior written consent. It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall provide both written and verbal notification to Ad Astra within twenty-four (24) hours of either event, so that access security can be reset, and an audit of possible damage can be executed.

b) **Trademark and Copyright Notices**

Client will reproduce and incorporate Ad Astra's trade secret or copyright notice in any copies, modifications or partial copies of Ad Astra's resources, which will include, but not be limited to the following: "This document produced pursuant to the Ad Astra General Terms and Conditions Agreement between Client and owner, Ad Astra Information Systems, LLC. All rights reserved."

c) **Cooperation**

Client must cooperate with Ad Astra in the performance of its obligations hereunder.

d) **Compliance with Laws**

Client shall comply with all applicable local, state, federal and foreign laws in connection with its use of the Software Services, including those laws related to data privacy and the transmission of technical or personal data. Client acknowledges that Ad Astra exercises no control over the content of the information transmitted by Client or end users through the Software Services. Client shall not upload, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

10. **Fees and Payment**

   a) **Fees Due upon Contract Execution**
   Client must pay the fees ("Fees") as specified in the applicable Subscription, according to the schedule provided. Client acknowledges and agrees that, when it accepts this Agreement, the Parties will treat this Agreement as Client's written purchase order for the matters described in each Subscription executed by and between Ad Astra and Client, and Ad Astra's acceptance of such purchase order.

   b) **Fees**
   Beginning on the first anniversary of the Effective Date of each Subscription, Client must pay the Fees invoiced annually and in accordance to the applicable Subscription. Fees include access to Ad Astra's technical support team and standard releases of the Software Services. Client understands that all payments to Ad Astra shall be sent to the attention of "Finance Department," or other such person or department as specified by the Subscription. In the event any invoice contains a billing error which is discovered by the Marketplace or Ad Astra, a new invoice may be issued to correct the error. After the Initial Term, as outlined in Section 11.a), from time to time the Fees may be subject to an increase from the then effective amount.

   c) **Ad Astra's Right to Suspend Access and Services**
   If in any case Client does not remit payment in accordance with the applicable Subscription then, in addition to preserving all of Ad Astra's other rights and remedies, Ad Astra reserves the right, in its sole discretion and without further notice to Client, to suspend all access to the Software Services and/or Support Services, including, but not limited to, the delivery of any implementation, upgrades or enhancements, on-site and/or remote training, and any other services scheduled to be delivered, until the payment delinquency has been cured and all past due amounts and late fees have been paid in full. If service is suspended, Client may be charged a service reinstatement fee of five (5) percent of all Fees as invoiced. The reinstatement fee shall be paid in full in advance of service being reinstated together with all other past due amounts thus making the account current and in good standing.

   d) **Campus Acquisitions**
   If Client completes a material acquisition of new campuses, a new Subscription will be required to accommodate an increase in pricing.

   e) **Enrollment Increase**
   An enrollment increase in excess of twenty (20) percent from the Effective Date of this Agreement or from the last reported enrollment increase must be reported to Ad Astra in writing. In such case, a proportional increase from the base Fees will be applied.

   f) **Taxes**

Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all Fees to the applicable taxing or regulatory authority. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra. Client will indemnify, defend, and hold harmless Ad Astra from and against all claims arising out of or resulting from Ad Astra's failure or alleged failure to pay taxes due.

11. Term, Termination and Effect of Termination

a) Term

Unless earlier terminated as provided herein, the initial term of each Subscription shall be in accordance with the applicable Subscription ("Initial Term"). After such Initial Term, the term of the applicable Subscription may be automatically renewed for successive additional one-year terms (each, a "Renewal Term"), if Client chooses the auto-renewal term option through an Order. An Order Schedule shall be automatically renewed unless either party provides at least forty-five (45) days prior written notice to the expiration of the Initial Term or the Renewal Term Any such Renewal Terms are subject to and governed by the terms and conditions of this Agreement unless a new agreement has been negotiated and signed by the parties or provided by Ad Astra on the Marketplace.

b) Termination

Ad Astra may terminate the Initial Term or any Renewal Term for cause immediately upon written notice to Client if (i) Client fails to pay any amount when due as provided in this Agreement and the applicable Subscription; or (ii) Client defaults in the performance of its obligations under this Agreement in any other manner and such default is not or cannot be remedied within thirty (30) days after notice thereof by Ad Astra.

c) Effect of Termination

Upon valid termination of this Agreement, pursuant to any cause whatsoever, all fees already due must be paid in full and/or Client must immediately pay to Ad Astra all monies due for the remainder of the Initial Term or for the Renewal Term and must deliver to Ad Astra all materials and documents pertaining to the Software Services and the Support Services, all of which are the sole and exclusive property of Ad Astra. Upon such termination, all access, authorities, rights and privileges granted hereunder will terminate automatically and immediately, and Client must cease to use, as herein provided, any Intellectual Property of Ad Astra. Upon expiration or termination of this Agreement and upon written request from Client to Ad Astra within ten (10) days of the expiration or termination, Ad Astra will work with Client in good faith to transition a copy of the Client Data to Client. Client understands and agrees that Enrichment Data is owned by Ad Astra and, upon termination, no enrichment data will be provided and Client does not have any rights to the Enrichment Data. For avoidance of doubt, at the termination of this Agreement, Client must delete all Enrichment Data and provide Ad Astra with written proof satisfactory to Ad Astra that all Enrichment Data has been deleted.

12. Intellectual Property Rights

a) **Definition**

The term "Intellectual Property" means Ad Astra's rights to, interest in, and ownership of (i) the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Subscriptions, Amendments and/or Addendum), the Software Services and the Support Services, including all modifications, improvements, upgrades, derivative works and feedback related thereto; (ii) source codes, object code, computer software, software design, data and documentation related to the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Subscriptions, Amendments and/or Addendum), the Software Services and the Support Services; (iii) trademarks, service marks, logos, trade names, and company names and registrations and applications for registration thereof; (iv) copyrights and registrations and applications for registration thereof; (v) patents, patent applications and improvements thereto; (vi) trade secrets and confidential business information, know-how, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing cost information, business and marketing plans, and customer and supplier lists and information; and (vii) other proprietary rights. To the extent applicable, Client shall not alter or remove any Ad Astra proprietary, trademark, or intellectual property related markings or notices and shall abide by any trademark usage guidelines provided to Client by Ad Astra.

b) **Ad Astra's Rights**

Subject to the limited rights granted herein, Ad Astra retains all right, title and interest in and to the Intellectual Property. Nothing in this Agreement will be interpreted so as to provide Client with any rights, interest in, or ownership of the Intellectual Property, and Client agrees to assign all right, title and interest it may have in the foregoing to Ad Astra. Client acknowledges the proprietary rights of Ad Astra in the Intellectual Property; and admits the validity of the Intellectual Property and further agrees that it will not contest, directly or indirectly, such Intellectual Property rights or the validity of such Intellectual Property rights, nor aid others in doing so. Client acknowledges and agrees that, with respect to Ad Astra's end users generally, Ad Astra has the right, at any time, to change the specifications and operating characteristics of the Software Services and Ad Astra's policies respecting upgrades and enhancements (including, but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

c) **Intellectual Property Infringement**

If a third party makes a claim against Client asserting that the Software Services infringe any U.S. patent, copyright or trademark, or misappropriate any trade secret, (an "IP Claim"), provided Client is not in default under this Agreement, Ad Astra will defend, at its expense and sole authority, and indemnify Client against losses, damages, and expenses finally awarded against Client or agreed to in a written settlement agreement signed by Ad Astra, to the extent arising out of such IP Claim. Ad Astra's obligations under this Section are expressly conditioned upon receipt by Ad Astra of prompt written notice of any such IP Claim and Client's full cooperation with Ad Astra in the defense of any such IP Claim. The indemnification provisions contained in this

Section shall not apply to any infringement occasioned by modification by any party other than Ad Astra, or its authorized agents, of any Software or any combination of or integration of the Software with any device or software added by any party other than Ad Astra or its authorized agents. In the event that Client's use of any Software Services is enjoined or restrained by court order based on an IP Claim or if, in Ad Astra's opinion, the Software is likely to become the subject of an IP Claim, Ad Astra will, at its expense and at its option:

(i)   procure for Client the right to continue using the infringing Software;

(ii)   replace or modify the infringing Software so that it becomes non-infringing, but only if the modifications or replacement do not materially adversely affect the use of the Software; or

(iii) if neither (i) nor (ii) above is practical, terminate this Agreement, in which case Ad Astra will provide a prorated refund of any prepaid fees for the remainder of the annual period. This Section contains Client's sole and exclusive remedy for patent, copyright, trade secret, or other proprietary right infringement

13.   **Third-Party Invoicing Payment and Processing**
Section Event Payments Made Through STRIPE®: If Client accepts payments on Section Events through STRIPE, Client agrees to establish and maintain its own STRIPE account. By accepting payments through STRIPE, Client agrees to the terms and conditions of the STRIPE Services Agreement found at Stripe Services Agreement - United States and any other applicable terms and conditions of usage of STRIPE that can be found on STRIPE's website at Stripe | Payment Processing Platform for the Internet.   Client acknowledges and agrees that a transaction fee totaling approximately 5% plus $.32 per transaction for each successful card charge will be charged by STRIPE to Client. Client further acknowledges that STRIPE's fees are subject to change, are outside the control of Ad Astra and Client agrees that it is the responsibility of Client to assess STRIPE's current applicable fees. Client further acknowledges and agrees that any fees charged to Client's STRIPE account are the responsibility of Client and will be paid by Client.

14.   **Warranty; Disclaimer of Warranties**

a)   Ad Astra hereby warrants to Client that the Software Services will perform substantially in accordance with Ad Astra's written documentation (not, however, that the Software Services are error-free, since all software contains some programming errors) provided that this warranty does not apply to performance problems caused by (i) events beyond Ad Astra's reasonable control, including vandalism, civil disturbance, fire, flood, storm, or other exposures to the elements or to temperature extremes; (ii) unavailability or malfunctioning of telecommunication services; (iii) tampering, failure of electric power, abuse, or misuse; (iv) operator mistakes; (v) equipment, software, or other items (whether or not included within the Software) not developed, manufactured, created, or produced by Ad Astra; (vi) a failure to comply with Ad Astra's written policies or documentation or this Agreement or to use the Software Services in accordance with their intended purpose; (vii) modifications of the Software not performed by Ad Astra or its

authorized representatives; (viii) combinations or integrations of the Software with devices or software not provided by Ad Astra or its authorized representatives; and/or (ix) Client's use of the Software Services as part of an invention by Client or as part of a new configuration, which, in either case, includes materials or methods not supplied or approved by Ad Astra.

b)   In the event of any failure of equipment, software, or other items, if the software, equipment, or other item was developed, manufactured, created, or produced by third parties, Ad Astra will use reasonable business efforts to assign to Client any and all of Ad Astra's warranty rights against such third parties; provided, however, that Ad Astra shall have no further obligations with respect to such third party equipment, software, or other items.

c)   **EXCEPT AS STATED IN** Section 14.a)**, AD ASTRA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY AD ASTRA UNDER THIS AGREEMENT, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT AD ASTRA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING, INCLUDING ANY WARRANTY THAT (i) THE SOFTWARE SERVICES WILL BE ERROR-FREE; OR (ii) THE QUALITY OF THE SOFTWARE SERVICES WILL MEET CLIENT'S EXPECTATIONS OR REQUIREMENTS. EXCEPT AS STATED IN** Section 14.a)**, THE SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY AD ASTRA UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY OR ACCURACY THEREOF IS WITH THE CLIENT.**

15. **Limitation of Liability and Performance Obligations**
   CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM, DAMAGE, COST, LOSS, EXPENSE, PERFORMANCE OBLIGATION, INDEMNIFICATION OBLIGATION, CAUSE OF ACTION, JUDGMENT OR ANY OTHER LIABILITY OR OBLIGATION ARISING OUT OF THIS AGREEMENT, INCLUDING ANY AMENDMENTS, ADDENDA, ATTACHMENTS, EXHIBITS OR MODIFICATIONS HERETO, SHALL BE FOR AD ASTRA TO USE REASONABLE EFFORTS TO PROVIDE OR RESTORE CLIENT'S ACCESS TO THE SOFTWARE SERVICES. CLIENT UNDERSTANDS, AND AGREES THAT AD ASTRA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, DATA RECOVERY OR RECONSTRUCTION, RESULTING DELAYS, SERVICE INTERRUPTION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, LOSS OF PROFITS, LOST SAVINGS, EXPENSES, COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE SERVICES OR SUPPORT SERVICES

PROVIDED HEREUNDER, WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT, BREACH OF CONTRACT, PERFORMANCE, INDEMNITY OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT UNDERSTANDS, AND AGREES THAT THE MAXIMUM TOTAL LIABILITY, INCLUDING ANY PERFORMANCE/INDEMNITY OBLIGATION, OF AD ASTRA UNDER THIS AGREEMENT AND ANY AMENDMENTS, ADDENDA, ATTACHMENTS, EXHIBITS OR MODIFICATIONS HERETO, WILL NOT EXCEED THE FEES RECEIVED BY AD ASTRA UNDER THE CLIENT'S APPLICABLE SUBSCRIPTION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY OR PERFORMANCE OR INDEMNITY OBLIGATION. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. **Indemnification**

To the extent it is not prohibited by applicable law, Client will indemnify, defend, and hold Ad Astra, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by Client or any of its affiliates, employees or agents; (b) any violation of the rights of another by Client or any of its affiliates, employees or agents; or (c) any negligent or willful acts or omissions by Client or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.

17. **Force Majeure**

Except for Client's obligation to make payments hereunder, neither party shall be liable for any failure or delay in its performance due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, terrorism, sabotage, labor shortage or dispute, governmental act, criminal conduct, computer hacking or failure of the Internet, provided that the delayed party (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure of delay in performance.

18. **Confidentiality**

To the extent permitted under the Freedom of Information Act or applicable state open record acts, the Parties have entered into a Mutual Non-Disclosure Agreement, attached hereto as Attachment A, effective as of the Effective Date of this Agreement, the terms of which are expressly incorporated herein by reference as if fully set forth herein.

19. **Media Release**

Client hereby gives and grants permission unto Ad Astra to publicize non-confidential information about Client, including marks and logos, in print or electronic forms of public relations, training, or marketing productions. The information and images may be used for any purpose without limitation or reservation, in such manner as determined by Ad Astra.

20. Notices

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered, sent by electronic mail (e-mail), reputable overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above. Notices delivered personally shall be effective upon delivery. Notices delivered by overnight courier shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, whichever is earlier. Notices delivered by e-mail shall be effective when opened. Ad Astra may change its address for purposes of this Agreement by providing written notice of such change to Client. Client shall maintain an up-to-date contact for notices with Ad Astra. In the event of a change, Client shall notify Ad Astra as outlined in this section.

21. General

a) Entire Agreement and Amendment

This Agreement cancels and supersedes all previous agreements, written or oral, between the Parties hereto relating to the subject matter hereof and, together with all Subscriptions, SOW(s), attachments, amendments, exhibits and addendums referred to herein, constitutes the entire agreement between the Parties hereto, and there are no understandings, representations or warranties expressed or implied not specifically set forth herein. This Agreement may be amended from time to time by Ad Astra by changing its terms and conditions by a writing signed by the Parties or by publishing an updated version online and through the Marketplace. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Client and Ad Astra specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any previous or future purchase order(s) issued by Client, on Client's website containing terms and conditions, or in other electronic, written or oral communication(s) made from Client to Ad Astra are rejected, shall be null and void and of no force or effect against Ad Astra, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement, unless expressly agreed to in writing and signed by both Parties. Any reference to a purchase order or similar document on an invoice or other acceptance thereof is solely for Client's convenience in recordkeeping and no such reference or the provision of Software Services to Client shall be deemed an acknowledgment of or an agreement to any terms or conditions included with or referenced in any such purchase order issued by Client or other Client-provided document. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

b) Controlling Law

This Agreement is governed by and will be construed and interpreted in all respects in accordance with the laws of the State of Kansas (without application of principles of conflicts of law).

c) Waiver

The failure of either party to require performance by the other party of any provision hereof, or to enforce any remedies it may have against the other party, will in no way affect the right thereafter to enforce this Agreement and require full performance by the other party. The waiver by either party of any breach of any provision of this Agreement will not constitute a waiver of any succeeding breach of that provision or of any other provision.

d) Severability

If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially alter the terms of this Agreement or diminish the benefits or burdens of this Agreement.

e) Assignment and Successors

This Agreement may not in whole or in part be assigned, voluntarily or by operation of law, or otherwise transferred to others by Client without the written consent of Ad Astra. Any purported assignment by Client in violation of this Section will be null and void. This Agreement is binding upon the Parties hereto, and their successors and permitted assigns.

f) Independent Contractor

The Parties are independent contractors, and nothing in this Agreement nor the conduct of the Parties will be deemed to place the Parties in any other relationship. Under no circumstances will either party be considered to be an agent, employee, partner or representative of the other party or otherwise attempt to bind the other party.

g) Upgrades

Client may upgrade products or services provided by Ad Astra under the terms and conditions contained herein. Any special terms and conditions related to fees, payment for upgrades and additional services will be noted in the applicable Subscription, Amendment or Addendum.

h) Interpretation

The headings, section titles and captions used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

i) Onsite visits

For services that include onsite visits, Ad Astra will coordinate scheduling with Client in advance. In the event of cancellation by Client, ten (10) business days advance written notice must be provided. If proper notice is not provided, a $500 cancellation fee shall be charged to the Client. There shall be a fee exception for cancellations made with less than ten (10) business days written notice in the event the cancellation is made to protect the health and safety of Ad Astra associates (i.e. extreme weather event, campus emergency, or any other event that would cause the location to be shut down or inaccessible.) Client will be responsible for and shall ensure that while Ad Astra employees, agents or subcontractors are on Client's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

j) Conditions for Strategic Scheduling Checkup or Other Metrics Analysis

If Client is procuring consulting or product services that result in analysis of metrics defined by Ad Astra, Client agrees that Ad Astra may incorporate quantitative, analytic measures of Client's data obtained through product or service offerings for benchmarking and comparative analytics. Such use of Client's data will not disclose Client's identity.

k) Mediation

If a dispute arises out of or relates to this Agreement, or the breach hereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

l) Addendums, Amendments, Subscriptions and Statements of Work

If Client chooses to procure additional services, those will be incorporated into this Agreement by way of one or more Addendums, Amendments, Subscriptions and/or Statements of Work ("Additional Contract Documents"), which will be subject to and governed by the terms and conditions of this Agreement. Client and Ad Astra agree that if Client signs Additional Contract Documents to procure additional Software Services during the term of this Agreement or during any renewal term of this Agreement, the terms and conditions contained herein shall control unless otherwise modified in the Additional Contract Documents signed by both Parties or published on the Marketplace. This Agreement will be the controlling document over any terms and conditions attached to purchase orders or included in Client's website regarding the services sold herein and/or in the event of a discrepancy of terms.

m) Document Precedence

In cases of conflict between or among the terms, attachments, addenda or exhibits, the order of precedence shall be as follows: 1)Subscription; 2) Ad Astra General Terms and Conditions and API Terms of Service; 3) Statement of Work, and Implementation and Project Organization, Exhibit A, both of which are incorporated herein as if fully set forth herein; 4) any other attachments, amendments and addenda mutually agreed to and signed by both Parties; and 5) purchase order(s) mutually agreed to and signed by both Parties.

n) **Survival**

Any right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

o) **Right to Remedies and Cumulation of Rights**

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or in the future existing at law or in equity or by statute or otherwise.

p) **Implementation**

Both Parties understand a mutually agreed upon schedule must be established in writing prior to implementation. If any delays occur solely as a result of any incorrect information, incorrect assumption or failure of Client to perform or fulfill its obligations, the performance schedule for the applicable project may be extended. Ad Astra shall have no liability or responsibility for any costs or expenses resulting from such delays. All activity and personnel will be accepted when the contract is fully executed. Ad Astra reserves the right to suspend any and all implementation and services should payment not be received on time, regardless of Client's internal procurement and/or payment processes, until such time as full payment is received including any applicable late fees and/or change orders. In the event implementation is suspended due to non-payment, Ad Astra shall have no responsibility or liability for schedule delays or additional costs incurred with stopping, restarting, or reallocation of resources on the part of the Client. Implementation fees are non-refundable.

q) **Expenses**

Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

r) **Audit Rights**

Upon reasonable notice to Client, Ad Astra shall be permitted access to audit Client's use of the Software solely to determine Client's compliance with the use of the software and pricing terms of this Agreement. Client shall reasonably cooperate with Ad Astra with respect to its performance of such audit. Client acknowledges and agrees that Client is prohibited from publishing the results of any benchmark test using the Software to any third party without Ad Astra's prior written approval.

s) **API Terms of Service**

To the extent applicable, this Agreement also incorporates herein by reference as if fully set forth herein the API Terms of Service Agreement located at http://info.aais.com/api-terms-of-service.

t) **Export Laws**

Client understands and acknowledges that Ad Astra may be subject to laws and regulations that prohibit export or diversion of certain software and technology to certain countries ("Export Laws"). Any and all obligations of Ad Astra to provide the Software, Software Services, or Support Services, as well as any other technical information or assistance may be subject to the Export Laws as shall from time to time govern the delivery of technology, Software, Software Services, and Support Services. To the extent applicable, Client warrants that it will comply with the Export Laws in effect in relation to all aspects of this Agreement and its implementation.

u) Joint Drafting

The parties acknowledge and agree that they have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

v) Valid Signatures

Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies. The individual executing this Agreement warrants s/he has the authority to bind Client/Ad Astra, as the case may be, and the parties warrant that the individual executing this Agreement has the authority to sign this Agreement.

Acknowledgement

BY COMPLETING AND PURCHASING AN ORDER, YOU (THE "Client") ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT – AD ASTRA GENERAL TERMS AND CONDITIONS (THE "Agreement"), INCLUDING ANY APPLICABLE PRIVACY POLICY, ATTACHMENTS, AND EXHIBITS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT COMPLETE AND PURCHASE THIS ORDER OR ACCESS THE SERVICE. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND AD ASTRA INFORMATION SYSTEMS, L.L.C. ("Ad Astra") AND GOVERNS YOUR SUBSCRIPTION TO, ACCESS OF, AND USE OF THE SOFTWARE SERVICES AND/OR RELATED SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.

Attachment A
Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Non-Disclosure Agreement") IS EFFECTIVE AND INCORPORATED INTO THE END USER LICENSE AGREEMENT - AD ASTRA GENERAL TERMS AND CONDITIONS (The "Agreement) by reference as if fully set forth therein.

WHEREAS, the Parties are entering into an agreement in the form attached hereto (the "End User License Agreement - Ad Astra General Terms and Conditions");

WHEREAS, Ad Astra and/or Client, in the course of discussions regarding the agreement or in the course of performing obligations under the agreement, may consider it appropriate to disclose Confidential Information (as defined below) to the other;

WHEREAS, the Parties recognize that such Confidential Information and trade secrets are of great value to the owner thereof and that their disclosure or use by the other party would impair the owner's ability to compete effectively or would otherwise cause irreparable harm to their owner.

NOW THEREFORE, in consideration of the mutual promises, covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Definition**

   For purposes of this Non-Disclosure Agreement, the term "Confidential Information" means all information and know-how (whether or not patentable or copyrighted) owned, possessed or used by one party hereto (the "Owner") that the other party (the "Recipient") gains or has gained access by virtue of the Parties' relationship, in each case prior to or after the execution of this Non-Disclosure Agreement, including, without limitation, any proposal, marketing or business plan, invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer list, customer data, financial data, technical data, know-how, audit information, audit report, computer program, software, software documentation, hardware design, technology, forecast, unpublished financial statement, budget, license, price, cost, and personal data; provided, however, that Confidential Information does not include information that (a) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Non-Disclosure Agreement; (b) was known to the Recipient prior to the Recipient's receiving the same pursuant to this, a prior Non-Disclosure Agreement or negotiations for entering into a business relationship with the Owner and not otherwise restricted by contract or law; and/or (c) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information. Confidential Information of Ad Astra includes non-public information regarding features, functionality and performance of the Software Services and the Support Services.

2. **Use**

The Recipient may use the Owner's Confidential Information only for evaluating and performing the obligations set forth in the End User License Agreement - Ad Astra General Terms and Conditions (the "Agreement") and any other business arrangements between the Parties as contemplated by this Non-Disclosure Agreement, and for no other purposes whatsoever. Without limiting the foregoing, neither the Recipient nor any of its affiliates, principals, agents or employees will directly or indirectly use the Owner's Confidential Information in the design, development, production, marketing, sale or use of products or services competitive with those of the Owner.

3. **Disclosure**

Without the Owner's prior written consent, neither the Recipient nor any of its affiliates, principals, agents or employees will disclose the Owner's Confidential Information to any other party (whether or not such other party is a business or entity affiliated with the Recipient); provided, however, that any of such information may be disclosed to employees of the Recipient who need to know such information for the purposes of performing and exercising rights under the Agreement or any other business arrangements between the Parties as contemplated by this Non-Disclosure Agreement. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

4. **Notice of Breach**

Each party will promptly notify the other party of any breach of this Non-Disclosure Agreement committed by such other party or any of its affiliates, principals, agents or employees.

5. **Return of Materials**

Upon written request by the Owner, the Recipient will return to the Owner all written material in any form whatsoever which contains the Owner's Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof; provided, however, that Recipient may retain an archival copy to be used only in case of a dispute concerning this Non-Disclosure Agreement, and such copies as may be produced as part of each party's regular back-up procedures and copies required to be retained by applicable law, regulation, or industry best practice.

6. **No Licenses**

Nothing in this Non-Disclosure Agreement will be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, impliedly or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Non-Disclosure Agreement.

7. **Injunctive Relief**

The Parties expressly acknowledge that damages alone may be an inadequate remedy for any breach or violation of the provisions of this Non-Disclosure Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each party will be entitled to seek a preliminary and final injunction to prevent any breach or further breach of this Non-Disclosure Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such party may have under the Agreement, at law or in equity.

8. **Ownership**

As between the Parties, nothing in this Non-Disclosure Agreement will be construed to grant to the Recipient any rights to, ownership of, or other proprietary interest in the Confidential Information. The Recipient does not acquire any title, ownership, or other intellectual property right or license in the Confidential Information, or any idea or concept discussed by the Parties. Nothing in this Non-Disclosure Agreement will be construed as creating any obligation, express or implied, of the Parties to enter into a contract or business relationship with one another.

9. **Required Disclosure**

If the Recipient is requested or required, in connection with any judicial or administrative process, or order of any legal or governmental authority or by any law, regulation, or in accordance with applicable professional standards, or similar proceeding or governmental investigation, to disclose any Confidential Information, the Recipient must promptly provide the Owner with written notice of the request or requirement so that the Owner may seek appropriate protective orders or legal remedies and must reasonably cooperate with the Owner in connection with obtaining such protective orders or legal remedies. If such protective orders or other legal remedies are not obtained, or if the Owner consents in writing, the Recipient may furnish only that portion of the Confidential Information which, in the opinion of the Recipient's counsel, it is required to disclose and will use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

10. **Term**

This Non-Disclosure Agreement will continue in full force and effect (a) until the later of (i) three (3) years from the date hereof, or (ii) if Client accepts the Agreement by Purchasing a Subscription or any other agreement between the Parties, for three (3) years after the termination of such agreement; and (b) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, in perpetuity.

11. **Assignment**

Client will not assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Non-Disclosure Agreement) without the prior written consent of Ad Astra. Any purported assignment by Client in violation of this section will be null and void.

12. **Miscellaneous**

This Non-Disclosure Agreement is binding on the Parties and their respective affiliates, subsidiaries, successors and assigns. This Non-Disclosure Agreement constitutes the complete agreement relating to non-disclosure of information between the Parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of this Non-Disclosure Agreement. This Non-Disclosure Agreement may not be amended or modified except in a writing executed by the parties and will be governed by the laws of the State of Kansas (without regard to conflicts of law principles). If any provision or portion of any provision of this Non-Disclosure Agreement is determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected. This Non-Disclosure Agreement may be executed in counterparts, each of which will be deemed an original. All Section titles or captions contained in this Non-Disclosure Agreement are for convenience only and should not be deemed part of the context of this Non-Disclosure Agreement.

Exhibit A
Implementation & Project Organization

This Exhibit A shall only apply in the event a software implementation is required. The implementation fee(s) is based on the specific scope of work detailed in the applicable Statement of Work. If Ad Astra determines there has been a change in or unsuccessful completion of any responsibilities or assumptions set forth in the applicable Statement of Work under this Agreement, a change order ("Change Order") may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by Client or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. Ad Astra will notify Client in writing if a Change Order is required. If practicable, and unless Client requests otherwise, Ad Astra will continue to provide Services under this Agreement while the Change Order is negotiated, but Ad Astra will not commence work in accordance with the Change Order until it is authorized in writing by Client.

This Agreement and applicable Subscription assume shared project staffing and a shared implementation approach. A shared implementation is a cooperative, hands-on Project, jointly managed by the joint project team consisting of Ad Astra and Client.

The charts below set forth the baseline staffing necessary from Ad Astra and Client to support the Project. Each party agrees to dedicate the type and level of resources set forth below. The pricing and schedule reflect this important assumption. Each role may be filled by one or more individuals as needed. Client understands that Ad Astra's implementation resources are not dedicated to any single implementation and may be engaged across many implementation projects for various clients.

Ad Astra's Roles and Responsibilities

Regional Vice President
•Lead project kick-off
•Confirm team, goals, data strategy and timeline

Project Manager
•Create project plan
•Finalize team, goals, data strategy and timeline
•Review and refine data sets
•Section and room data validation and sign-off

Implementation Consultant
•Assist Project Manager with section and room data validation
•Execute design and configuration strategy
•Complete end-user training
•Go-live finalization and data testing

•Delivery of dashboard findings
•Confirmation of implementation goals completion
•Review Client Portal and outstanding terms if applicable

Client's Roles and Responsibilities

Project Sponsor
•Main point of contact during implementation for all areas undefined
•Decision maker on behalf of Client
•Approve Project milestones
•Provide information as required throughout the Project

Project Manager
•Maintain Project delivery of Client tasks and serves as administrative point of contact during Implementation
•Manage Client resources
•Other responsibilities as determined reasonably necessary by Ad Astra and Client Project team

IT Resource
•Participate in meetings and working sessions as required
•Support integration to Client systems
•Expert of source system
•Other responsibilities as determined reasonably necessary by Ad Astra and Client Project team

General Assumptions

1. Client will commit the necessary resources and management ("Client Resources") to support the implementation. Client shall designate Client Resources that are highly capable of understanding the Project and effectively performing assigned tasks on behalf of the Client.

2. Services will be provided remotely from Ad Astra's own facilities, unless otherwise specified.

3. Client is responsible for the accuracy and timeliness of the information provided to Ad Astra; incorrect data provided that requires discussion or rework may result in Project delay.

4. Client is responsible for attending meetings. Failure to attend or repeated cancellation of Project meetings may result in Project delay and additional costs.

5. If the Project timeline is altered or delayed by Client, or any other cause outside Ad Astra's reasonable control (including a failure of or change in any of the assumptions stated herein), a Change Order may be required and additional costs may apply.

6. In the event Client voluntarily changes their Student Information System (SIS), 3rd party system(s) that impact Ad Astra's data ingestion method, and/or the existing Ad Astra data ingestion method, a service fee will be quoted at the time of procurement and/or decision and applied in advance of Ad Astra's performance obligations.

7. If the Project timeline is substantially delayed by Client either by continued failure to attend meetings, consistent failure to complete assigned tasks timely, multiple Client Resources reallocations, etc., Ad Astra reserves the right, in its sole discretion, to put the Project on hold. The Project shall resume once all of the following conditions are met: (i) Client communicates it is able to dedicate the necessary time and Resources to the Project; (ii) Ad Astra has the appropriate resources available; (iii) Ad Astra has received payment for a "Reengagement Fee" in the amount equivalent to 20% of the Implementation Fee; and (iv) any and all other outstanding Fees due under this Agreement are paid in full.

8. Ad Astra will create and maintain an overall Project Plan, including an outline of Project tasks and milestones. Client is solely responsible for creating its own plan for completion of its tasks and responsibilities for the Project.

9. Client shall be solely responsible for any decision it makes against Ad Astra's advice, including without limitation moving to "go-live" prematurely.

10. Working weekends must be approved by Ad Astra management in advance and may incur an additional cost.

11. A professional, respectable work environment must be maintained.