

TALISMA® FUNDRAISING LICENSE AND SERVICES AGREEMENT

This License and Services Agreement (the "Agreement") between **Talisma, a division of Campus Management Corp.** ("Talisma"), a Florida corporation, with offices located at 5201 Congress Avenue, Boca Raton, Florida 33487, and customer as listed on the applicable Addenda hereto ("Customer"). For purposes herein, "Addendum" means any Engagement Confirmation or amendment hereto.

1. LICENSE GRANT.

(a) **GRANT.** Talisma hereby grants to Customer a non-exclusive, non-transferable and non-sublicensable right and license to install and use the software products described in this Agreement and/or Addendum ("Licensed Program"), only in the territory specified ("Territory"), and on the number of computers, or by the number of unique user log-ins (users) and number of articles, or such other license configuration as is specified in the Addendum ("License Configuration"). Customer may use the Licensed Program solely in machine-readable object code for Customer's internal business purposes, except for self-service portals that can be made available on external websites. Customer may make a single copy of the Licensed Program for archival and back up purposes.

(b) **DOCUMENTATION.** Customer may use the then-current Talisma on-line help, installation and deployment guide, release notes and troubleshooting guide solely in connection with its licensed use of the Licensed Program ("Documentation").

(c) **SDK.** If the Licensed Program licensed by Customer includes the Talisma Software Developers Kit ("SDK") or Application Programming Interface ("API"), Talisma hereby grants to customer the right to use the SDK/API to create modifications to the Licensed Program solely in conjunction with the use of the Talisma Licensed Program authorized herein; provided that all such modifications will be subject to the same restrictions of this Agreement that apply to the Licensed Program.

(d) **AFFILIATES.** Talisma hereby grants Customer the right to permit its Affiliates to use the Licensed Program and Documentation to the same extent and subject to the same limitations as are applicable to Customer under this Agreement. Customer will be liable for the Affiliates' compliance with the terms of this Agreement and Talisma will have no obligation or liability to such Affiliates. "Affiliate" means a business entity in the Territory of which Customer owns, directly or indirectly, more than fifty percent (50%) of the equity interest granting such party voting rights exercisable in controlling the election of the management of the entity, for so long as such ownership exists.

2. LICENSE RESTRICTIONS.

(a) **PROHIBITIONS.** Except as otherwise expressly provided in this Agreement, Customer will not and will not permit others to: (i) use, copy, modify or create derivative works of the Licensed Program or the Documentation, except as expressly provided in this Agreement (including, any access or use of the Licensed Program outside of the Territory or on more than the number of computers or by more than the number of users permitted by the License Configuration); (ii) reverse-engineer, disassemble, or decompile the Licensed Program or otherwise attempt to determine its underlying source code, except and only to the extent expressly permitted under applicable law; (iii) sell, lease, sublicense or provide any portion of the Licensed Program to any third party; (iv) use the Licensed Program in a service bureau, out-sourcing or other arrangement to process or administer data on behalf of any third party; or (v) install and use the Licensed Program outside of the Territory.

(b) **THIRD PARTY SOFTWARE.** Customer is hereby granted rights to use the third party software distributed with the Licensed Program, subject to the terms and conditions of the applicable reseller license agreement between CMC and the third party software vendor and subject to all other limitations and

warranty disclaimers applicable to the third party software. To the extent available, CMC passes through all warranties and remedies provided by such third party software vendor. Customer will only use such third party software in conjunction with its use of the Talisma Licensed Program.

3. SERVICES.

(a) **SERVICES.** Talisma will use commercially reasonable efforts to perform the services ("Services") and deliver the deliverables ("Deliverables"), if any, in accordance with the schedule, policies, procedures and specifications described under any applicable Addendum or Statement of Work ("SOW"). Changes in the base assumptions or scope set forth in such Addendum or SOW may delay the date for delivery of the Services and/or Deliverables and project cost.

(b) **CHANGES.** If the parties mutually agree to a change in any Services or Deliverables under any Addendum or SOW, such change shall be documented via a separate written SOW or Change Order, as applicable, between the parties which will outline a description of the change and corresponding fees (if any).

(c) **CONDITIONS.** Talisma's Services obligations are expressly conditioned upon the Customer: (i) providing adequate access, where applicable, to all facilities, personnel, background information, content, computer systems and software required for Talisma to be able to provide the Services ("Customer Content"), (ii) completing all tasks Customer has agreed to perform in a timely manner, and (iii) providing a single point of contact for the Talisma project manager. Customer will promptly obtain all Required Consents. "Required Consents" means any third party consents or approvals required to allow the Customer to give Talisma the right or license to access, use and/or modify and create derivative works of the Customer Content, including all third party software, confidential information and data that Customer provides to Talisma in order for Talisma to perform the Services, so that Talisma will not infringe the intellectual property rights of such third party. Upon request of Talisma, Customer will provide a copy of any such Required Consent to Talisma. By using the Licensed Program, Customer warrants and represents that it will not use the Licensed Program to process or store any personal data (that is any information relating to an identified or identifiable person who can be directly or indirectly identified from the information), to which the General Data Protection Regulation (Regulation (EU) 2016/679) applies.

4. ADDITIONAL ORDERS.

Any additional software or services that Customer orders from Talisma will be subject to this Agreement. If Customer desires to purchase additional software the parties shall fully execute a subsequent Addendum with Talisma. For additional professional services, Talisma will issue to Customer a SOW that sets forth the additional services. Upon full execution of the subsequent Addendum or SOW, and Customer's payment of the Talisma invoice related thereto, the additional software will be included as "Licensed Program" and "Supported Programs" for the purposes of the Agreement. Any unilaterally revised terms and conditions contained in any Customer's purchase order are of no force or effect and do not in any way amend the terms and conditions of this Agreement.

5. PROPRIETARY RIGHTS.

The Licensed Program and its structure, organization and source code constitute valuable trade secrets of Talisma and its licensors. All worldwide intellectual property rights in the Licensed Program and Documentation are the exclusive property of Talisma and its licensors. As between Talisma and Customer, the Deliverables and all items used by Talisma for the performance of the Services, except for the Customer Content, will be the property of Talisma. Upon full payment for the Services, Talisma grants to Customer the same license rights in the Deliverables as Talisma granted to Customer in the Licensed Program pursuant to this Agreement. All Deliverables will be subject to the same license restrictions as is the Licensed Program under this Agreement. All rights not expressly granted to Customer in this Agreement are reserved by Talisma and its licensors, including, but not limited to, rights related to Licensed Program derivatives and branding.

6. MAINTENANCE AND SUPPORT.

(a) INITIAL MAINTENANCE AND SUPPORT. Subject to the terms, conditions and fees specified in the Addendum, Talisma offers annual pre-paid maintenance and support services as described in Exhibit A ("Maintenance and Support"). The initial Maintenance and Support Period (defined below) will begin on the 1st day of January, or any proration thereof if entered into during the course of a calendar year, and the fee for Maintenance and Support is specified in the Addendum. Talisma will invoice Customer for such Maintenance and Support Period as set forth in the Addendum. This Section 6 will not be interpreted to require Talisma to (i) develop and release revisions or updates, (ii) customize the revisions or updates to satisfy Customer's particular requirements, or (iii) offer Maintenance and Support renewals.

(b) RENEWAL. For so long as Talisma supports the Licensed Program, Maintenance and Support services will automatically renew for successive one year periods (each a "Maintenance and Support Period") in accordance with this Section 6(b). Rates for Maintenance and Support may increase by up to twelve percent (12%) per annum (calculated on an average annual basis over the period of the Maintenance and Support Period) without additional notice. Notwithstanding the foregoing Talisma reserves the right to change the annual fees and charges upon renewal of Maintenance and Support, provided Talisma has given Customer at least thirty (30) days written notice prior to any renewal date. If, after the commencement of a Maintenance and Support Period, Customer and Talisma execute additional Addenda, then Maintenance and Support fees will be due as the result of the change in the License Configuration or for the additional Licensed Program(s). Talisma will invoice Customer the pro rata amount of the Maintenance and Support Period fee for the remaining portion of the then-current Maintenance and Support Period for such changes.

(c) REINSTATEMENT. The Maintenance and Support fees set forth in this Agreement are conditioned on the Maintenance and Support renewing continuously on an annual basis without any lapse of service (other than caused by Talisma's uncured material breach) or decrease in service level. If Customer elects not to renew Maintenance and Support, Customer may later seek reinstatement. Reinstatement to Maintenance and Support requires Talisma's consent, and shall be subject to a fee for Talisma's review of the Customer's environment and upon Customer paying current through the date of recommencing services and thereafter based on Talisma's then current standard Maintenance and Support fees and charges.

(d) TERMINATION OF MAINTENANCE AND SUPPORT. Talisma may terminate Maintenance and Support services to Customer upon thirty (30) days' written notice, if Talisma makes the good faith determination that: (i) Customer's software

configuration, computer system configuration or network configuration adversely impacts Talisma's ability to perform Maintenance and Support services, (ii) Customer is using the Software in an environment that is not a Supported Environment (as defined in the Exhibit A); or (iii) Customer is using a version of the Licensed Program that is not the current version or the immediately preceding version. If Talisma terminates Maintenance and Support during the term of any Maintenance and Support Period for any reason, then as Customer's sole remedy and Talisma's exclusive obligation, Talisma will promptly refund a pro rata amount of the prepaid Maintenance and Support fee for the remainder of the unused Maintenance and Support Period.

7. PAYMENT TERMS.

(a) PAYMENT AND INTEREST. Unless expressly stated otherwise in the Addendum, Customer will make all payments under this Agreement within thirty (30) days of the date of Talisma's invoice. Customer acknowledges that pricing included in the Addendum applies solely to users in the Territory. All past due amounts will be subject to a finance charge equal to the lesser of 1.5% per month and the maximum rate permissible under applicable law. Should Customer reasonably dispute any of the charges invoiced, Customer will notify Talisma in writing within ten (10) days of date of such invoice setting out in sufficient detail the basis for the amounts disputed.

(b) EXPENSES. Customer will reimburse Talisma for reasonable out-of-pocket expenses Talisma incurs in connection with the performance of Services hereunder, or under any SOW or Change Order. Any reasonable expenses required by Talisma to perform its Services obligations will be billed to Customer at actual cost (no mark up). Customer will pay or reimburse Talisma for all actual costs for travel, lodging and meals reasonably incurred by Talisma. Talisma will submit written evidence of any such costs and expenses with each applicable invoice.

(c) TAXES. All amounts payable by Customer to Talisma under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Licensed Program, Maintenance and Support, Deliverables, or Services, the execution or performance of this Agreement or otherwise, except for net income taxes assessed on Talisma. If, under applicable law, Customer is required to withhold any tax on such payments, then the amount of the payment will be automatically increased to totally offset such tax, so that the amount actually remitted to Talisma, net of all taxes, equals the amount invoiced or otherwise due. Customer will promptly furnish Talisma with the official receipt of payment of these taxes to the appropriate taxing authority. Customer will pay all other taxes, levies or similar governmental charges or provide Talisma with a certificate of exemption acceptable to the taxing authority. Subject to any applicable laws, the foregoing shall not apply to the extent Customer is formed as a not-for-profit or publicly funded state organization and promptly provides CMC an applicable tax exempt certificate. All prices quoted are net of taxes.

8. WARRANTIES.

(a) PERFORMANCE WARRANTY. For a period of 90 days following Initial Delivery of the Licensed Program, Talisma warrants that the Licensed Program will perform in substantial accordance with the Documentation. The "Initial Delivery" of the Licensed Program will be deemed to have occurred on the date Talisma ships or provides Customer the Software under the Addendum. As Talisma's exclusive obligation and Customer's sole remedy for any breach of this Licensed Program warranty, Talisma will use commercially reasonable efforts to correct or replace the Licensed Program so that it conforms to the Documentation. If Talisma is unable to correct the Licensed Program within 30 days of notice by Customer of the breach of this warranty, Customer will

discontinue all use of the Licensed Program and return all copies to Talisma for a refund of the license fees and Maintenance and Support fees actually paid by Customer and this Agreement shall terminate. For a period of 30 days from the date the Services are delivered, Talisma represents and warrants that it will use its commercially reasonable efforts to perform the Services in accordance with standards prevailing in the industry. As Talisma's exclusive obligation and Customer's sole remedy for any breach of this Services warranty, Talisma will re-perform such Services at no additional cost to Customer.

(b) LIMITATIONS. The warranties and remedies specified in this Section will not apply if the Licensed Program malfunctions due to extrinsic causes, such as (i) natural disasters, including fire, smoke, water, earthquakes or lightning, (ii) electrical power fluctuations or failures, (iii) misuse of the Licensed Program or other failure to comply with the instructions set forth in the Documentation, (iv) a correction or modification of the Licensed Program not provided or authorized in writing by Talisma, (v) the failure to promptly install a Licensed Program revision or update provided by Talisma, (vi) the combination of the License Program with other non-Talisma software (unless such combination was expressly permitted in accordance with the Documentation), or (vii) any security breach or unauthorized access to Customer's network as a result of actions by third parties.

(c) WARRANTY DISCLAIMER. TALISMA DOES NOT WARRANT THAT THE SOFTWARE, MAINTENANCE AND SUPPORT SERVICES, SERVICES OR DELIVERABLES WILL BE FREE OF INTERRUPTIONS, ERRORS, BUGS, VIRUSES OR SECURITY PROBLEMS, OR THAT THE SOFTWARE, MAINTENANCE AND SUPPORT SERVICES, SERVICES OR DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(A) AND SECTION 9, THE SOFTWARE, MAINTENANCE AND SUPPORT SERVICES, SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND TALISMA SPECIFICALLY DISCLAIMS ALL WARRANTIES AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING FROM THE COURSE OF PERFORMANCE OR COURSE OF DEALING.

9. INDEMNIFICATION.

(a) CLAIMS. If an action is brought against Customer claiming that the Licensed Program, any Deliverable or Services infringes a copyright, trademark or misappropriates a trade secret, Talisma will defend Customer at Talisma's expense and, subject to this Section, pay the damages and costs finally awarded against Customer in the infringement action, but only if (i) Customer notifies Talisma promptly (but in no event more than ten days after notice of a claim) upon learning that the claim might be asserted, (ii) Talisma has sole control over the defense of the claim and any negotiation for its settlement or compromise, (iii) Customer does not make any admission of liability or take any other action that limits Talisma's ability to defend the claim and (iv) Customer provides such cooperation in defending the claim as Talisma reasonably requests.

(b) REMEDY. If a claim described in Section 9(a) may be or has been asserted, Talisma will, at its option and expense, (i) procure the right for Customer to continue using the Licensed Program, Deliverable or Services, (ii) replace or modify the Licensed Program, Deliverable or Services to eliminate the infringement while providing functionally equivalent performance or (iii) if neither (i) or (ii) is practicable, accept the return of the Licensed Program, Deliverable or Services, terminate this Agreement, and refund to Customer the amount actually paid to Talisma for such Licensed Program, Deliverable or Services, less depreciation based on a 3-year straight-line depreciation

schedule beginning on the delivery date and a pro rata share of any current Maintenance and Support period fees that Customer actually paid to Talisma for the period that such Licensed Program, Deliverable or Service was not usable.

(c) LIMITATIONS. Talisma will have no indemnity obligation to Customer if the infringement or misappropriation claim results from (i) a correction or modification of the Licensed Program, Deliverable or Services not provided by Talisma, (ii) the failure to promptly install a revision or update provided to Customer by Talisma or (iii) the combination of the Licensed Program, Deliverable or Services with other non-Talisma software (unless such combination was expressly permitted in accordance with the Documentation). This Section 9 states the entire obligation of Talisma and the exclusive remedies of Customer with respect to any claims of infringement or misappropriation of third party rights.

(d) REQUIRED CONSENT INDEMNITY. Customer will defend and indemnify Talisma against any cost, loss or damages that Talisma may incur in connection with any claim arising out of Customer's failure to obtain any Required Consent or any claim that otherwise alleges that Talisma's use of Customer Content or other intellectual property provided by Customer to Talisma infringes or misappropriates the intellectual property of any third party.

(e) AFFILIATES. Customer will indemnify and hold harmless Talisma from and against all losses, costs, liabilities and expenses arising out of or relating to any breaches by such Affiliates of this Agreement.

10. LIMITATION OF LIABILITY.

(a) CONSEQUENTIAL DAMAGES. IN NO EVENT WILL TALISMA OR ITS AFFILIATES, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, OR ANY LOST PROFITS OR OPPORTUNITIES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OR INABILITY TO USE THE SOFTWARE, MAINTENANCE AND SUPPORT, OR THE DELIVERABLE OR TALISMA'S PERFORMANCE OR FAILURE TO PERFORM THE SERVICES, LOSS OF DATA, THEFT OF DATA BY THIRD PARTIES, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, MAINTENANCE AND SUPPORT, DELIVERABLES OR SERVICES, THE DOCUMENTATION, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) LIMIT. IN NO EVENT SHALL TALISMA'S OR ITS AFFILIATES', LICENSORS', AND/OR SUBCONTRACTOR'S TOTAL LIABILITY FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, SOFTWARE, SERVICES, MAINTENANCE AND/OR SUPPORT, EXCEED THE FEES PAID BY CUSTOMER TO TALISMA FOR THE RELEVANT SOFTWARE, SERVICES, MAINTENANCE OR SUPPORT WHICH GAVE RISE TO THE CLAIM, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE.

11. CONFIDENTIALITY.

(a) CONFIDENTIALITY. Customer acknowledges that the Licensed Program, Documentation, Deliverables and any other information provided by Talisma to Customer, including, but not limited to, any training materials, program listings, data models, database schema, flow charts, logic diagrams, functional specifications, and instructions incorporate confidential and proprietary information developed or acquired by or licensed to Talisma ("Confidential Information"). Talisma acknowledges that Customer's data, financials, business plans and the Customer Content will also be "Confidential Information." Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information,

including (i) those taken by it to protect its own confidential information and (ii) those which the other party may reasonably request from time to time. Neither party will allow the removal or defacement of any confidentiality or proprietary notice placed on the Licensed Program and Documentation. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

(b) DISCLOSURE. Neither party will disclose, in whole or in part, the other party's Confidential Information to any individual or entity, except to those of its employees or consultants who (i) require access for authorized use of the Confidential Information and (ii) are bound by an agreement that requires their compliance with the use and non-disclosure restrictions applicable under this Agreement. Each party acknowledges that any unauthorized use or disclosure of the other party's Confidential Information may cause irreparable damage to the other party. If an unauthorized use or disclosure occurs, each party will immediately notify the other party and take, at its own expense, all steps which may be available to recover the other party's Confidential Information and to prevent its subsequent unauthorized use or dissemination.

(c) LIMITATION. Neither party will have any confidentiality obligation with respect to any portion of the other party's Confidential Information that (i) became available to the public other than as a result of any act or omission by it or any of its employees or consultants, (ii) is previously known or independently developed by the recipient without use or reliance on the other party's Confidential Information, as evidenced by records, (iii) was received from a third party who was not under a duty of non-disclosure or (iv) is requested or required to be disclosed under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"). Each party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to other party so the other party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the other party is not successful in obtaining a protective order or other appropriate remedy and party originally served is legally compelled to disclose such Confidential Information, or if the other party waives compliance with the provisions of this Agreement in writing, the party originally served may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary to comply with the Legal Requirement.

12. TERM AND TERMINATION.

(a) TERM. This license granted hereunder will continue indefinitely unless terminated under Section 8(a), 9(b) or 12(b). The term of this Agreement with respect to Services shall remain in effect to the extent relevant to the fulfillment of any relevant Addenda, Exhibit, Change Order, or attachment thereto or hereto.

(b) TERMINATION. Either Talisma or Customer may terminate this Agreement immediately upon notice to the other party, in the event the other party materially breaches one or more of the terms of this Agreement unless such breach has been cured within 30 days of receipt of notice; provided, however, Talisma may terminate this Agreement upon written notice to the Customer in the event Customer fails to pay Talisma any fees within 10 days after Talisma notifies the Customer in writing that the payment is past due.

(c) EFFECT OF TERMINATION. Upon termination of this Agreement for any reason, all licenses granted hereunder will immediately cease, all charges hereunder will be immediately due and payable, and Customer will immediately return or certify destruction of the Licensed Program, Documentation, Deliverables and other Confidential Information. Talisma will deliver to Customer all Customer Confidential Information. All payment obligations and the provisions of Sections 2, 5, 6, 8, 9, 10, 11, 12, 14 and 17 will survive any termination of this Agreement.

13. ASSIGNMENT.

Customer will not assign, by operation of law or otherwise, any of its rights, or delegate any of its duties or obligations, under this Agreement, or otherwise transfer this Agreement to any third party without the prior written consent of Talisma, which consent will not be commercially unreasonably withheld. Any attempted assignment in contravention of this Section 13 will be void and of no effect.

14. DISPUTE RESOLUTION.

The parties agree that prior to initiating any legal action all disputes between them shall be submitted for informal resolution to their respective president or his/her authorized designee with power to bind his/her respective company. The representatives shall meet within ten (10) days at a mutually agreeable location, but shall not be required to meet for more than two (2) business days; the timeline for performance of each party's obligations hereunder shall be tolled proportionately until, in accordance with the foregoing, the dispute is resolved or the parties stop meeting without having resolved such dispute. All disputes, claims, or controversies arising out of or relating to this Agreement or the negotiation, validity or performance thereof that are not resolved by mutual agreement as set forth above shall be resolved solely and exclusively by binding arbitration to be conducted before J.A.M.S./Endispute, Inc., or its successor. Arbitration will be held in Palm Beach County, Florida, before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by J.A.M.S./Endispute, Inc., and will be conducted in accordance with the rules and regulations promulgated by J.A.M.S./Endispute, Inc. unless specifically modified in this Agreement. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator will have the power to order the production of documents by each party and any third-party witnesses. In connection with any arbitration, each party must provide to the other, no later than twenty (20) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration, copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert, and a summary of the expert's opinions and the basis for said opinions. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory damages set forth in this Agreement and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party hereby irrevocably waives any claim to such damages. The parties will share equally in its costs, except the arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding, the foregoing processes shall not apply to delay or restrict, either party from seeking preliminary injunctive relief based on a claim arising from a breach of intellectual property, confidentiality or non-solicitation obligation hereunder, in any court of competent jurisdiction.

15. PUBLICITY.

Talisma has the right to use Customer's name and logo (in accordance with the Customer's use policies that are communicated to Talisma) in customer lists, brochures, marketing collateral and web pages solely to indicate that Customer is a licensee of the Licensed Program and a customer of Talisma. Upon Talisma's reasonable request, Customer will

provide a reference to Talisma prospects regarding its use of the Licensed Program. Talisma will have the right to reproduce and distribute any written or oral statements made by Customer regarding Talisma and the Licensed Program.

16. TRAINING.

If Customer desires to participate in a Talisma training offering, a mutually agreed to training plan will be executed in writing between the parties which will outline the type, duration, location and cost of such training. Training Plans, if any, will be attached to a SOW.

17. MISCELLANEOUS.

(a) WAIVER; SEVERABILITY. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

(b) NOTICES. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement will be in writing and shall be effective when delivered in person or transmitted by fax machine with printed confirmation page (if delivered after 5:00 p.m. recipient's local time, then effective the next business day), one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice in the same manner set forth in this Section 17(b). All notices to Talisma require a copy be sent to Attn: General Counsel.

(c) VERIFICATION. Talisma or its designee will have the right at any time during the term of this Agreement upon advanced notice and not more than once per calendar year to inspect and access the Customer's computer equipment for the sole purpose of conducting an inspection to determine and verify that Customer is in compliance with the terms and conditions hereof.

(d) TIMELINESS. In no event will any action against Talisma for breach of any of its obligations under this Agreement be instituted more than one (1) year from the date that the claim arose.

(e) GOVERNING LAW AND JURISDICTION. This Agreement will be governed by the laws of the State of Florida, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction and venue in the courts in and for Palm Beach County and the Southern District of Florida.

(f) HEADINGS. The section headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement. Such headings are to be given no legal effect.

(g) COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

(h) U.S. GOVERNMENT END USERS. The Licensed Program is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Program with only

those rights set forth therein. To the extent Customer's state law has similar provisions, the same Licensed Program license restrictions and protections of Talisma shall apply.

(i) EXPORT CONTROLS. Customer acknowledges that the Licensed Program, Documentation and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer may not export or divert or transfer such items, directly or indirectly, to any country that is embargoed by Executive Order, unless Customer has obtained an appropriate authorization from Talisma and U.S. Commerce Department.

(j) NON-SOLICITATION. Customer shall not, directly or indirectly, hire or solicit, nor permit its Affiliate or contractor to hire or solicit, the services of any employee or contractor of Talisma, or its Affiliates, during the Term and for a period of one (1) year thereafter, without the prior written consent of Talisma. A violation of this provision shall, in addition to Talisma's right to seek injunctive relief without posting bond and other relief, require Customer to promptly pay liquidated damages to Talisma equal to 150% of the hired person's annual compensation.

(j) INDEPENDENT CONTRACTOR. Talisma is acting as an independent contractor. At Talisma's discretion its obligations may be performed by its parent, affiliates or subcontractors. Talisma will be free to offer services that are the same as or similar those under this Agreement to third parties.

(k) FORCE MAJEURE. Neither party will be in default if its failure to perform any obligation hereunder (other than any payment obligation) is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, labor disputes, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, or governmental demands or requirements, and if such event continues for at least thirty (30) days then the other party may terminate this Agreement without incurring additional liability.

(l) ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, constitutes the entire and exclusive agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous communications and understandings between the parties, written or oral, relating to its subject matter. This Agreement may be modified or amended only by the mutual written agreement of the parties. This Agreement expressly limits acceptance by Talisma to the terms and conditions stated herein. All additional or different terms proposed by Customer in a purchase order, invoice or other related Customer communication are objected to and hereby rejected, unless otherwise set forth in an amendment to this Agreement executed by both parties. Receipt of Customer's purchase order, acceptance of payment, or inaction by Talisma shall not constitute Talisma's consent to or acceptance of any such terms. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Copies of this Agreement and notices generated in accordance herewith shall be treated as original documents admissible into evidence, unless a document's authenticity is genuinely placed in question. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall be deemed the entire Agreement.

EXHIBIT A

In the event of any conflict between Exhibit A and the Agreement, Exhibit A shall control.

Service	CampusCare Standard
Support center, 8:30 a.m. to 8:00 p.m. ET, (Monday – Friday)	X
Unlimited access to the customer support web page	X
Software upgrades (new features and regulatory releases)	X
Software patches	X
Unlimited access to Knowledgebase	X

1. CUSTOMER SUPPORT MANAGER AND ADDITIONAL CONTACTS: Customer will provide CMC the name of the individual who will serve as the Customer's designated Support User.

In addition, Customer may provide CMC the name of up to two (2) additional contacts.

The Support User and each additional contact will be qualified technical support personnel that have knowledge of Customer's production environment and the Licensed Program. The Support User and the additional contacts designated above will be the sole points of contact with Talisma, except as agreed by Talisma and Customer. Customer may change the Support User or the additional contacts upon notice to Talisma.

2. CONTACTING TALISMA. Customer's Support User and additional designated contacts may contact Talisma for Technical Support as follows:

- (i) The preferred method for obtaining Technical Support is through the Talisma Technical Support Web Site: <http://support.talisma.com>. Customer and any of its licensed users may use user IDs and passwords to access maintenance and support information. Alternatively, from within Talisma Client, go to Help > Technical Support > Talisma Support Page.
- (ii) Electronic Mail: Customer may receive Technical Support via email 24x7, excluding public holidays, by sending all requests to support@talisma.com
- (iii) Chat: Online chat with Talisma technical support engineers from 8 a.m. to 8 p.m. Eastern Standard Time, Monday through Friday, excluding public holidays
- (iv) Telephone: To receive Technical Support via telephone in
APAC: Customer may call 91-80-23611932 or 91-80-23613728 between 6 a.m. to 8.30 p.m. IST Monday through Friday, excluding public holidays; **EUROPE:** Customer may call +44 0870 904 1121 between 5 a.m. to 6 p.m. GMT Monday through Friday, excluding public holidays; **N. AMERICA:** Customer may call 1-800-483-9106 from 8 a.m. to 8 p.m. Eastern Standard Time, Monday through Friday, excluding public holidays.

3. MAINTENANCE:

Exceptions. Support and maintenance shall not include resolving issues related to: reconfiguration of the Licensed Program, as a direct result of sizing/space related issues, restoring/re-installing/re-implementing production server components, restoring corrupt databases, performance of business functions such as creation /configuration of rules/teams/reports, or implementation of upgrades and patches.

4. CUSTOMER RESPONSIBILITIES.

(a) Supervision and Management. Customer is responsible for undertaking the proper supervision, control and management of its use of the Licensed Program, including, without limitation:

- Assuring proper configuration of the Supported Environment (as defined below);

- Installing and operating the Licensed Program in conformity with the Documentation and all instructions provided by Talisma;
- Following reasonable procedures for the security of data, accuracy of input and output, and back-up plans, including restart and restoration in the event of hardware or software error or malfunction; and
- Installing and configuring the system for each Upgrade based on the instructions and Documentation provided by Talisma and testing the system after each Upgrade.

(b) Training. Customer is responsible for proper training of all appropriate personnel in the operation and use of the Licensed Program. Any training provided by Talisma will be provided under a separate training plan.

(c) Access to Personnel and Equipment. Customer will provide Talisma with access to Customer's personnel and equipment as needed to provide Maintenance. This access must include the ability for remote access to the equipment on which any Licensed Program is operating and to obtain the same access to the equipment as that of Customer's employees having the highest privilege or clearance level. Talisma will inform Customer of the specifications of the equipment and associated software required for Talisma's access, and Customer will be responsible for the costs and use of that equipment and software. Customer will be solely responsible for having one or more employees observing, approving and applying any changes recommended by Talisma at all times when Talisma accesses its facilities or equipment (including through remote access).

(d) Problem Determination and Resolution. Customer will be responsible for assisting Talisma technical support engineers in determining the cause and scope of Errors, including, without limitation, by performing network traces, capturing error messages, and collecting configuration information. Customer also will be responsible for performing activities to implement Resolutions, commensurate with the level of severity of the Error, as suggested by Talisma. Resolution activities may include changing or installing new versions of web client software or new components, or modifying processes.

5. EXCLUSIONS.

Supported Environment. A "Supported Environment" means the deployment of the Licensed Program on the hardware and operating systems that are specified in the then current Documentation (i.e., Customer's "live environment" or "production environment"). Any of the following will cause the deployment of the Licensed Program to not be in a Supported Environment: (i) improper installation of the Licensed Program; (ii) combination of the Licensed Program (in whole or in part) with hardware or software not approved by Talisma; (iii) use of the Licensed Program in a manner inconsistent with its Documentation; or (iv) accident; physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Talisma; excessive heating; fire and smoke damage; operation of the Licensed Program with hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications. Talisma will have no obligation or liability for errors, defects and non-conformities if the Licensed Program is deployed in a non-Supported Environment. Talisma highly recommends Customer to engage Talisma's professional services organization for assistance when installing Upgrades. Any issues or problems arising out of Customer configuring and installing an Upgrade are not covered under Maintenance. If the Licensed Program has been customized, the Upgrade may cause system failures. Any problems with customizations that Customer reports to Talisma that are related to or caused by the Upgrade are not covered under Maintenance. Should Customer request that Talisma provide technical support in connection with problems that are beyond the scope of the Maintenance services or that are not Errors in the Licensed Program, then Customer will pay for any such services on a time-and-materials basis at Talisma's then-current rates.