

Boomi AtomSphere Service

End-Customer Terms

By its execution of this Exhibit to the Campus Management Corp. or Admissions US LLC (a wholly owned subsidiary of Campus Management Corp) (collectively, "CMC") Master Services Agreement (the "Agreement"), Customer confirms and agrees that (a) its access and use of the Boomi AtomSphere Service (the "Service"), as provided by CMC. ("Partner"), shall be subject to the terms and conditions below (the "End-Customer Terms") and (b) that Dell, Inc. and its affiliates, including, but not limited to Boomi, Inc. ("Dell"), shall be intended third party beneficiaries of the End-Customer Terms and therefore entitled to enforce the End-Customer Terms directly against Customer.

(1) License. Dell hereby grants to Customer and Customer accepts from Dell, a right to access and use the Service and a non-exclusive, non-transferable and non-sublicensable license to access and use the associated software (the "Software") as part of the Service. The license for such Software shall be granted for the duration of the term of the Service, after which it will terminate.

(2) Restrictions. Except and only to the extent where such exclusions and limits are prohibited by applicable law, Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof. In addition, Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Services, Software, or any part thereof, (ii) provide, make available to, or permit use of the Products, in whole or in part, by any third party (except as expressly set forth in the Agreement) without Dell's prior written consent, (iv) use the Services or Software to create or enhance a competitive offering or for any other purpose which is competitive to Dell, or (v) perform or fail to perform any act which would result in a misappropriation or infringement of Dell's intellectual property rights in the Services or Software. Customer understands and agrees that the Services or Software may work in conjunction with third party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products.

(3) Proprietary Rights. Customer understands and agrees that (i) the Services or Software are protected by copyright and other intellectual property laws and treaties, (ii) Dell, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the Services or Software, (iii) the Software is licensed, and not sold, (iv) neither the Agreement nor this Exhibit grants Customer any rights to Dell's trademarks or service marks, and (v) Dell reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Exhibit.

(4) Support. All technical support related to the Services and Software shall be provided by Partner. Customer shall have no right to contact Dell for technical support for the Services and Software.

(5) Confidentiality.

(a) Definition. "Confidential Information" means information or materials disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Software (in source code and/or object code form), the Service, information or benchmark test results regarding the functionality and performance of the Software or Service, any Software license keys or Service credentials provided to Customer, and the terms and conditions of these End Customer Terms.

Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the date that Customer accepts these End Customer Terms; (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; (iv) are protected by Dell in accordance with its obligations under the "Protected Data" Section below, or (v) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

(b) Obligations. The Receiving Party shall (i) not disclose or permit disclosure of the Disclosing Party's Confidential Information to any third party, except as permitted in Section 14(c) below, (ii) only use the Disclosing Party's Confidential Information to exercise the rights granted to it under these End Customer Terms, and (iii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the date that Customer accepts these End Customer Terms, whether or not specifically arising from a party's performance under these End Customer Terms.

(c) Permitted Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "Representatives"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of these End Customer Terms or to provide professional advice in connection with these End Customer Terms, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of these End Customer Terms.

Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

(6) Protected Data. For purposes of this Section, "Protected Data" means any information or data that is provided by Customer to Dell during these End Customer Terms that alone or together with any other information relates to an identified or identifiable natural person or data considered to be personal data as defined under applicable Privacy Laws, and "Privacy Laws" means any law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Protected Data.

Except as permitted herein or to the extent required by Privacy Laws or legal process, Dell shall not disclose Protected Data to any third party for any reason. Dell shall implement appropriate technical and organizational measures to prevent unauthorized disclosure of or access to Protected Data by third parties, and shall only store and process Protected Data as required to fulfill its obligations under these End Customer Terms and any applicable Orders. Dell shall make reasonable efforts to comply with Customer's written instructions with respect to the Protected Data; however, Dell shall have no liability to Customer for any breach of this Section resulting from Dell's acts or omissions in accordance with any such instructions. Dell shall promptly notify Customer of any disclosure of or access to the Protected Data by a third party in breach of this Section and shall cooperate with Customer to reasonably remediate the effects of such disclosure or access. Dell further affirms to Customer that Dell Software Inc. currently abides by the safe

harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of data from the European Union.

Customer hereby (i) represents that it has the right to send the Protected Data to Dell, (ii) consents for Dell to store and use the Protected Data worldwide for the sole purpose of performing its obligations under these End Customer Terms and any applicable Orders, (iii) agrees that the Protected Data may be accessed and used by Dell and its Representatives worldwide as may be needed to support Dell's standard business operations, and (iv) agrees that Protected Data consisting of Customer contact information (e.g., email addresses, names) provided as part of Maintenance Services may be sent to Dell's third party service providers as part of Dell's services improvement processes.

(7) Infringement. Dell will at its own expense defend or settle any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that the Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which the Software is delivered to Customer, or misappropriates a trade secret in such country (a "Claim"). Additionally, Dell shall pay any judgments finally awarded against Customer under a Claim or any amounts assessed against Customer in any settlements of a Claim, and reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, necessarily incurred by Customer in responding to the Claim. Dell's obligations under this Section are conditioned upon Customer (i) giving prompt written notice of the Claim to Dell; (ii) permitting Dell to retain sole control of the investigation, defense or settlement of the Claim, and (iii) providing Dell with such cooperation and assistance as Dell may reasonably request from time to time in connection with the investigation, defense or settlement of the Claim. Dell shall have no obligation hereunder to defend Customer against any Claim (a) resulting from use of the Software other than as authorized in this Agreement, (b) resulting from a modification of the Software other than by Dell, or (c) based on Customer's use of the Software after Dell recommends discontinuation because of possible or actual infringement, (d) based on Customer's use of a superseded or altered release of Software if the infringement would have been avoided by use of a current or unaltered release of the Software made available to Customer, or (e) to the extent the Claim arises from or is based on the use of the Software with other products, services, or data not supplied by Dell if the infringement would not have occurred but for such use. If Customer's use of the Software is enjoined as a result of a Claim, Dell shall, at its expense and option either (1) obtain for Customer the right to continue using the Software, (2) replace the Software with a functionally equivalent non-infringing product, (3) modify the Software so that it is non-infringing, or (4) terminate the License for the infringing Software and (A) for On-Premise Software, accept the return of the infringing Software and refund the license fee paid for the infringing Software, pro-rated over a sixty (60) month period from the date of initial delivery of the Software following an Order, or, (B) for SaaS Software, discontinue Customer's right to access and use the infringing Software and refund the unused pro-rated portion of any license fees pre-paid by Customer for the infringing Software. This Section states the entire liability of Dell, and Customer's sole and exclusive remedy, with respect to a Claim.

(8) Warranty. THERE ARE NO REMEDIES PROVIDED TO CUSTOMER BY DELL UNDER THESE END CUSTOMER TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. DELL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS.

(9) High Risk Disclaimer. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR MALFUNCTION OF ANY PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "HIGH RISK ENVIRONMENT"). ACCORDINGLY, (I) CUSTOMER SHOULD NOT USE THE PRODUCTS IN A HIGH

RISK ENVIRONMENT, (II) ANY USE OF THE PRODUCTS BY CUSTOMER IN A HIGH RISK ENVIRONMENT IS AT CUSTOMERS OWN RISK, (III) DELL, ITS AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY FOR USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT, AND (IV) DELL MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT.

(10) Export. Customer acknowledges that the Software and Service are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls. Customer hereby agrees to use the Software and Service in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Software and Service or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Software and Service and for ensuring compliance with the requirements of such licenses or authorizations. Customer hereby (i) represents that Customer is not an entity or person to which shipment of Software and Service is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise transfer the Software and Service to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Software and Service is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. Customer shall, at its expense, defend Dell and its Affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Dell to obtain an export license or any allegation made against Dell due to Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Dell's costs of responding to the Export Claim.

(11) Hosted Environment.

(a) Data. Customer may store data on the systems to which it is provided access in connection with its use of the Service (the "Hosted Environment"). Dell may periodically make back-up copies of Customer data, however such back-ups are not intended to replace Customer's obligation to maintain regular data backups or redundant data archives. Customer is solely responsible for collecting, inputting and updating all Customer data stored in the Hosted Environment, and for ensuring that it does not (i) knowingly create and store data that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) use the Hosted environment for purposes that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious. If the Order states where Customer data is to be stored, Dell will not move the data from the specified region without notifying Customer, except if Dell is required to do so by law or legal process. Dell shall have the right to delete all Customer data stored in connection with the use of the Service thirty (30) days following any termination of this Agreement or any license to Software granted hereunder.

Customer represents and warrants that it has obtained all rights, permissions and consents necessary to use and transfer all Customer and/or third party data within and outside of the country in which Customer or the applicable Customer Affiliate is located (including providing adequate disclosures and obtaining legally sufficient consents from Customer's employees, customers, agents, and contractors). If Customer transmits data to a third-party website or other provider that is linked to or made accessible by the Service or Software, Customer will be deemed to have given its consent to Dell enabling such transmission and Dell shall have no liability to Customer in connection with any claims by a third party in connection with such transmission.

(b) Conduct. In connection with the use of the Hosted Environment and the Service, Customer may not (i) attempt to use or gain unauthorized access to Dell's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the Software; (iii) provide unauthorized access to or use of any Software or the associated access credentials; (iv) attempt to probe, scan or test the vulnerability of the Software,

the Hosted Environment, or a system, account or network of Dell or any of Dell's customers or suppliers; (v) interfere or attempt to interfere with service to any user, host or network; (vi) engage in fraudulent, offensive or illegal activity of any nature or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (vii) transmit unsolicited bulk or commercial messages; (viii) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (x) restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation to any Dell (or Dell supplier) facilities used to provide the Hosted Environment. Customer shall cooperate with Dell's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section, and shall, at its expense, defend Dell and its Affiliates from any claim, suit, or action by a third party (a "Third Party Claim") alleging harm to such third party caused by Customer's breach of any of the provisions of this Section. Additionally, Customer shall pay any judgments or settlements reached in connection with the Third Party Claim as well as Dell's costs of responding to the Third Party Claim.

(c) Suspension. Dell may suspend Customer's use of Software and the Service (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Dell or its customers, or (c) if continued use would subject Dell to material liability. Dell shall make commercially reasonable efforts under the circumstances to provide prior notice to Customer of any such suspension.

(12) Limitation of Liability. EXCEPT FOR (A) ANY BREACH OF THE "RESTRICTIONS" OR "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH DELL IS LIABLE TO PAY ON BEHALF OF CUSTOMER UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND CUSTOMER IS LIABLE TO PAY ON BEHALF OF DELL UNDER THE "CONDUCT" OR "EXPORT" SECTIONS OF THIS AGREEMENT, OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, IN NO EVENT SHALL CUSTOMER, DELL, DELL'S AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

EXCEPT FOR (A) ANY BREACH OF THE "LICENSE," "RESTRICTIONS," OR "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, OR ANY OTHER VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) DELL'S EXPRESS OBLIGATIONS UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND CUSTOMER'S EXPRESS OBLIGATIONS UNDER THE "CONDUCT" AND "EXPORT" SECTIONS OF THIS AGREEMENT; (C) A PREVAILING PARTY'S LEGAL FEES PURSUANT TO THE "LEGAL FEES" SECTION OF THIS AGREEMENT; OR (D) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF CUSTOMER, DELL, DELL'S AFFILIATES AND SUPPLIERS UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED (Y) THE GREATER OF THE FEES PAID AND/OR OWED (AS APPLICABLE) BY CUSTOMER TO PARTNER FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH THAT ARE THE SUBJECT OF THE BREACH OR FIVE HUNDRED DOLLARS (\$500.00). THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

Dell's Affiliates and suppliers shall be beneficiaries of this "Limitation of Liability" Section; otherwise, no third party beneficiaries exist under this Agreement. Dell expressly excludes any and all liability to any third party.

(13) General Terms.

(a) Governing Law and Venue. These End-Customer Terms shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in Travis or Williamson County, Texas. Each party hereby agrees to submit to the jurisdiction of such courts.

The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

(b) Assignment. Except as otherwise set forth herein, Customer shall not, in whole or part, assign or transfer any part of these End-Customer Terms, the licenses granted under of these End-Customer Terms or any other rights, interest or obligations hereunder, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise without the prior written consent of Dell. Any attempted transfer or assignment by Customer that is not permitted by this Agreement shall be null and void.

(c) Severability. If any provision of these End-Customer Terms shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible and the remaining provisions of these End-Customer Terms will remain in full force and effect. Notwithstanding the foregoing, the terms of these End-Customer Terms that limit, disclaim, or exclude warranties, remedies or damages are intended by the parties to be independent and remain in effect despite the failure or unenforceability of an agreed remedy. The parties have relied on the limitations and exclusions set forth in these End-Customer Terms in determining whether to enter into them.

(d) Waiver. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(e) Injunctive Relief. Each party acknowledges and agrees that in the event of a material breach of these End-Customer Terms, including but not limited to a breach of the "Software License," "Restrictions" or "Confidential Information" Sections of these End-Customer Terms, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

(f) Legal Fees. If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may be awarded.

(g) Entire Agreement. These End-Customer Terms are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. In the absence of such an agreement, these End-Customer Terms shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial proceeding that may involve these End-Customer Terms. Each party acknowledges that in entering into these End-Customer Terms it has not relied on, and shall have no right or remedy in respect of, any statement,

representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these End-Customer Terms or directly provided to Customer by Partner. In the event of a conflict between the terms of this Agreement and the terms contained in the Agreement or any other contract between Partner and Customer, the terms of these End-Customer Terms shall control. These End-Customer Terms may be modified or amended except by a writing executed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify these End-Customer Terms.