



Master Subscription Agreement

The documents below describe the relationship between HelioCampus, Inc. ("HelioCampus") and Florida Gulf Coast University Board of Trustees, a public body corporate of the State of Florida ("Client") (each of HelioCampus and Client, a "Party"). The documents attached to this cover page consist of; ITN 23R-009, its attachments and addenda ("ITN"), HelioCampus Reply thereto, Master Terms and Conditions, all of which describe the general legal terms governing the relationship, and one (1) or more Orders, attachments, schedules, or addenda setting forth additional details (collectively, the "Agreement"). This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "Effective Date").

CLIENT INFORMATION :

Name/Client : Florida Gulf Coast University

Address: 10501 FGCU Boulevard South

Fort Myers, Florida 33965

Principal Contact Person : Rick Pence

Title: Associate Director of Procurement

Phone: 239.590.1133

Fax: _____

Email Address: contracts@fgcu.edu

Billing Contact: Dina Cooper

Title: Assistant Director of Accounts Payable

Phone: 239.745.4211

Fax: _____

Client Tax ID Number: 85-8012496546C-6

Email Address: accountspayable@fgcu.edu

FOR INTERNAL HELIOCAMPUS USE ONLY:

Contract #: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CLIENT: Florida Gulf Coast University Board of Trustees HelioCampus, Inc.

By (Signature): Richard Pence

Name (Printed): Richard Pence

Title: Associate Director

Date: June 2, 2023

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[Handwritten signature of Richard Pence]

By (Signature): Ryan Hopkins

Name (Printed): Ryan Hopkins

Approved as to Title: Chief Financial Officer

Date: June 2, 2023

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Associate General Counsel *6/1/23*
Florida Gulf Coast University

Board of Trustees

Master Terms and Conditions

1. DEFINITION OF TERMS. The following terms have the following meanings:

1.1 “**Client Data**” means the information, data, media and content provided by Client to HelioCampus under this Agreement and/or through Client’s use of the Platform, including as applicable data provided from Client Source Systems.

1.2 “**Confidential Information**” means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement. Without limiting the generality of the foregoing, Confidential Information shall include: (a) Client Data (as defined herein) and non-public information, documentation, and materials, which may be disclosed or made available from any source or in any form relating to the Client’s business, financial information, employees, programs, documentation, techniques, trade secrets, and systems and (b) HelioCampus’ Proprietary Items. Confidential Information shall include the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the identity of the Services provided hereunder.

1.3 “**Custom Developments**” means the custom configurations, code, dashboards, reports, workbooks, or other developments, including the structure, sequence, organization, analytics and look and feel of such custom items for use on the Platform created by: (a) HelioCampus for Client or by Client using the Subscription Service or Professional Services, and (b) Client on its own using its own resources. Any rights granted to the Custom Developments pursuant to Section 8 do not include rights to any third party software or code used to create the Custom Developments.

1.4 “**Documentation**” means HelioCampus’ standard user guides and manuals relating to the Subscription Service and Platform, including on-line help, as updated from time to time.

1.5 “**Order**” means an order or statement of work that is executed by both Parties and references this Agreement and that sets forth as applicable the Platform, associated fees, Services, and other agreed terms. Schedule A sets forth the initial Order including any initial Services.

1.6 “**Platform**” means HelioCampus’ proprietary software, technology, tools, algorithms, predictive models, database schemes, database, systems, dashboards and analytics (including all Custom Developments and functionality), hardware, and technology infrastructure supporting the Subscription Service up to the Service Limits, as identified in an Order.

1.7 “**Professional Services**” means one-time training, data conversion, customization, deployment, and/or implementation services as agreed by the Parties in an Order.

1.8 “**Proprietary Items**” means, collectively, the Subscription Service, Platform, and Documentation, the visual expressions, screen formats, report formats and other design features of the Subscription Service and Platform, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Subscription Service, Platform, or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Subscription Service, Platform, or Documentation, all derivative works (as such term is used in U.S. copyright laws) based upon any of the foregoing, deliverables and work product arising from the Services, and all copies of the foregoing.

1.9 “**Subscription Service**” means subscription-based software as a service that is ordered by Client under a subscription Order and/or other subscription services, such as ongoing advisory and decision support services, including limited access and use rights to the Platform in accordance with the Documentation and this Agreement. Subscription Service does not include Professional Services.

1.10 “**Services**” mean, collectively, the Subscription Service and the Professional Services acquired by Client under an Order.

1.11 “**Service Limits**” mean the applicable limits relating to a certain aspect of the Platform or Subscription Service as set forth in the Order (or otherwise in this Agreement).

1.12 “**Source System**” means a Client database containing Client Data that is connected to and/or feeds data to the Platform, as specified in the Order or otherwise agreed in writing by the Parties.

1.13 “**Subscription Term**” means the duration of Client’s right to receive, access, and use the Subscription Service and Platform, as set forth on an Order (the “**Initial Subscription Term**”) and any subsequent Renewal Subscription Terms. In the event that such duration is not specified on the applicable Order, the Subscription Term shall be thirty-six (36) months. The Subscription Term shall

automatically renew for successive annual renewal terms, unless one Party provides the other Party at least ninety (90) days written notice of its intent to not renew the Subscription Term (each, a “***Renewal Subscription Term***”).

2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

2.1 Implementation. HelioCampus will implement the Platform and Subscription Service as set forth in the Order. All Source Systems must be identified before the Platform can “go live” and be made available to Client. Client will make Client’s Source System’s readily available and accessible to HelioCampus so that HelioCampus can access and extract the data from Client’s Source Systems and load the relevant Client Data on the Platform. Once the Platform is implemented and the initial set of Source Systems identified and connectors made available to Client, subject to Client’s timely compliance with its obligations as set forth within this Section 2.1, HelioCampus will make the Platform and Subscription Service generally available to Client (the “Go Live Date”). Client agrees: (a) to cooperate with HelioCampus in providing HelioCampus with access to the Source Systems and Client Data in order to extract the relevant Client Data and establish a means of regularly extracting such Client Data on an ongoing basis, including installing any connectors provided by HelioCampus for the identified Source Systems and to make those Source Systems available to the Platform; (b) to make reasonably available both Client subject matter experts and subject matter experts in the Client Source Systems; and (c) to make available in a timely manner, all technical documentations, business process and other critical documents that are necessary to aid in the implementation of the connectors for the relevant Source Systems. Client is responsible for providing all reasonably requested assistance to HelioCampus pursuant to this Section 2.1 and for timely compliance with the implementation plan provided by HelioCampus to Client so that HelioCampus is able to meet the time frame set forth in the implementation plan. Notwithstanding any of the foregoing, except as otherwise agreed to by the parties, Client acknowledges and agrees that HelioCampus will begin to invoice Client the applicable Subscription Service fees beginning from the Effective Date, and Client will pay such applicable fees in accordance with Section 5 below.

2.2 Subscription Rights; HelioCampus Obligations. Subject to the terms and conditions of this Agreement, on the Go-Live Date, HelioCampus shall make available to Client on a non-exclusive and non-transferable basis during the Subscription Term the Subscription Service in accordance with the Documentation and applicable Order(s). In addition, HelioCampus will:

- (a) host, operate, maintain, and support the Platform as necessary to make available the Subscription Service subject to the Service Limits;
- (b) specify to Client the procedures according to which Client may establish and obtain access to and use the features and functions of the Subscription Service and Platform, including, without limitation, providing any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures; and
- (c) from time-to-time in accordance with HelioCampus’ generally applicable procedures, make available and implement upgrades, enhancements, and error corrections at no additional charge when such upgrades, enhancements and error corrections are generally made available to its other clients at no additional charge.

2.3 Service Limits. HelioCampus will not be obligated to provide the Platform or Subscription Service in excess of the applicable Service Limits. Once a given Service Limit is reached, HelioCampus will notify Client of that fact and provide the Client the opportunity to order additional capacity in order to increase the applicable Service Limit. Any increase in capacity will require a new Order, or an amendment to the applicable Order mutually agreed to and signed by both Parties. Once the Service Limit is exceeded, Client will no longer have the ability to use any data beyond the limit and may be unable to upload any new data or information to the Subscription Service. The relevant Service Limits for the Platform will be set forth in the applicable Order.

2.4 Authorized Access. Unless otherwise specified in the applicable Order, (a) the Subscription Service is purchased on a named user basis and such use and access of the Subscription Service is limited to the specified number of named users set forth in the Order, (b) additional named user licenses may be added during the Subscription Term at HelioCampus’ then current standard fees by executing an additional Order, and (c) the added subscriptions shall terminate on the same date as the initial seat subscriptions. Any individuals that use or access the Subscription Service or Platform must access the Subscription Service and Platform through the specified means. Client may not use indirect access to access the Subscription Service or Platform. Once a named user is no longer employed by Client or reassigned, such that the named user no longer has access to the Platform (on a permanent basis), the license for that named user may be reassigned to a new named user.

2.5 Client Responsibilities. Client shall (a) be responsible for connecting to and using the Subscription Service and Platform made available to it in accordance with this Agreement, (b) making all Source Systems available to HelioCampus, (c) be responsible for all users negligent acts and willful omissions, (d) be responsible for the accuracy, quality, integrity and legality of Client Data and the means by which such data was acquired, (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service or Platform, and notify HelioCampus promptly of any such unauthorized access or use, (f) use the Subscription Service and Platform only in accordance with this Agreement, the Documentation and applicable laws and regulations, and (g) reasonably cooperate with HelioCampus as necessary for HelioCampus to perform its obligations. Client shall make available in a timely manner at no charge to HelioCampus all facilities, databases and equipment, programs, data, files, documentation, test data, or other information and resources required by HelioCampus for the performance of the Subscription Service. Client shall be responsible for, and assumes the risk

of, any problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Client. With prior written notice to Client and Client's failure to cure such notice, Client shall reimburse HelioCampus for any additional efforts or costs it incurs as a result of Client's failure to perform its obligations.

2.6 Restrictions. Client shall not (and shall not permit any authorized user to: (a) make the Subscription Service or Platform available to any third party other than authorized users associated with Client, (b) resell, lease, distribute, transfer or otherwise make available the Subscription Service or Platform on a time-sharing or service bureau basis to a third party, (c) use the Subscription Service or Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Subscription Service or Platform to store or transmit malicious code, (e) use or access the Subscription Service or Platform in any way that threatens the integrity, performance, or availability of the Subscription Service or Platform or any data therein, (f) attempt to gain unauthorized access to the Subscription Service, Platform or the data stored or processed therein, other than authorized Client Data, (g) use any means to attempt to circumvent, or otherwise circumvent any Service Limits; (h) load, or permit the loading, of Client Data in violation of any applicable, law, rule or contract; or (i) decompile, disassemble, or reverse engineer the Subscription Service or Platform, in whole or in part. HelioCampus may restrict or prohibit access to Client if HelioCampus reasonably suspects Client is breaching its obligations under this Section.

3. PROFESSIONAL SERVICES

3.1 HelioCampus Obligations. Client may engage HelioCampus to perform certain Professional Services in connection with the Subscription Service or Platform, including, without limitation, data conversion, customization, training, deployment, implementations, integration, or other Professional Services, through Professional Service Orders. Any Order for Professional Services shall describe the fees, costs and expenses payable by Client to HelioCampus and any assumptions or dependencies relating to such Professional Services. HelioCampus shall have no obligation to perform any Professional Services until an Order for such Professional Services has been executed by both Parties. Professional Services do not include any bundled analyst services made available as part of the Subscription Service.

3.2 Modifications and Change Control. A Party may request a modification to the Professional Services by written request to the other Party and specifying the desired modification(s). After receiving a request from Client, HelioCampus shall submit an estimate of the impact for such modifications and a revised estimate of the time for performance following receipt of such request and all required information. Modifications shall be performed under the terms of this Agreement and the applicable Order once mutually agreed. Modifications in any Order shall become effective only when executed by authorized representatives of both Parties.

4. CLIENT DATA

4.1 Client Data. Client acknowledges and understands that use of the Subscription Service or Platform will permit or require Client to provide certain Client Data to HelioCampus up to the amount set forth on an Order (the "**Data Limit**"). If no Data Limit is specified on an Order then the Data Limit shall be one (1) terabyte of data. If Client's actual data usage exceeds the Data Limit, Client will have been deemed to have reached its Service Limit and must execute an additional Order or an amendment to the existing Order for additional data storage, and/or to pay additional fees as set forth in the Order. HelioCampus shall not be required to accept any Client Data beyond the Data Limits.

4.2 Source Systems. Client acknowledges and understands that use of the Subscription Service or Platform will permit or require Client to identify and make available certain Source Systems to HelioCampus up to the amount set forth on an Order (the "**Source System Limit**"). If no Source System Limit is specified on an Order, then the Source System Limit shall be one (1) Source System. If Client desires to add additional Source Systems (in addition to the number set forth in an Order, Client will have been deemed to have reached its Service Limit and must execute an additional Order or an amendment to the existing Order for additional Source Systems. HelioCampus shall not be required to connect to any Source Systems beyond the Source System Limits.

4.3 Data Ownership. All Client Data shall be considered proprietary to Client. HelioCampus will only use Client Data for performing Services, and as authorized under this Agreement.

4.4 Data Safeguards. HelioCampus shall maintain reasonable and appropriate data safeguards and procedures designed to prevent the unauthorized use or disclosure of Client Data as required under applicable laws ("**Data Safeguards**"). HelioCampus will use industry standard encrypted VPN connections or cloud vendor connection services in order to protect Client Data during transfer to and from cloud services. HelioCampus uses multi-factor authentication for HelioCampus VPN connections and remote server connections to prevent access by unauthorized third parties. For cloud services, HelioCampus uses industry standard TLS/SSL based encryption technologies intended to ensure the data transmitted cannot be observed by third parties. HelioCampus will grant access permissions for critical files on a need-to-know basis and with documented oversight. HelioCampus will update OS software monthly, or whenever a security vulnerability is discovered. HelioCampus will periodically maintain archives and back-ups of Client Data in accordance with HelioCampus' generally applicable disaster recovery and business continuity procedures and industry standards.

4.5 End of Subscription Term. No earlier than 30 days after termination of the applicable Order (unless a different data retention period has been agreed in the Order), HelioCampus may destroy all Client Data. Upon Client's request made prior to the end of the data retention period, HelioCampus will provide Client with a copy of Client Data in a commercially supported format. Also, upon Client's request, HelioCampus will provide a certification of destruction at the end of the retention period or upon completion of a Client destruction request.

4.6 Business Continuity. HelioCampus will maintain a business continuity plan to assist recovery of any Service for Client in the event of any discontinuation of Service. HelioCampus will provide Client with a copy or summary of its business continuity plan relevant to the Service upon Client's request.

5. PAYMENTS

5.1 Fees and Expenses. In consideration for the subscriptions granted to Client and the performance of HelioCampus' other obligations under this Agreement, Client shall pay to HelioCampus, without offset or deduction, the fees and expenses as determined under the Orders and this Agreement. The fees for Professional Services shall be based upon HelioCampus' standard professional fee rates then in effect, unless otherwise stated in an applicable Order. HelioCampus reserves the right to increase the fees each year, but must provide notification of such increases at least thirty (30) days in advance. All undisputed and properly invoiced fees shall be due and payable within thirty (30) calendar days after an invoice is received by Client. All invoices shall contain sufficient detail, supporting documentation, and appropriate itemization of all Fees and Expenses. Whenever any Services are provided by HelioCampus at a Client location or any other location requested by Client other than one of HelioCampus' locations, Client shall reimburse HelioCampus for reasonable travel, lodging, meal and related expenses incurred by HelioCampus representatives in providing such Services. Where Client agrees to pay any travel related expenses, such expenses shall be paid in accordance with § 112 Florida Statutes.

5.2 Taxes. The fees and other amounts payable by Client to HelioCampus do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, Platform, Documentation, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon HelioCampus' net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse HelioCampus for any taxes payable or collectable by HelioCampus (other than taxes based upon HelioCampus' net income). If Client has provided HelioCampus with proof of its tax-exempt status, then, in the event that Client's tax exempt status should become altered, Client shall be obligated to notify HelioCampus immediately of any such modification and Client shall become liable for all taxes as set forth above. In the event Client fails to notify HelioCampus of any such change, Client shall be liable for payment of any tax related penalties or interest assessed against HelioCampus or Client as a result of such Client failure.

5.3 Payment Terms. Fees and expenses shall be invoiced by HelioCampus as set forth in the Order. If not specified in an Order, fees shall be payable in advance upon execution of the Order and expenses as incurred. All invoices shall be sent to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. If any Client payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue, unless the non-payment is subject to a Good Faith Dispute. All fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars. "Good Faith Dispute" means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (a) Client has given written notice of the dispute to HelioCampus promptly after receiving the invoice and (b) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

5.4 Suspension. HelioCampus acknowledges and agrees that performance under this Agreement is critical to the Client. Fees and Expenses that are in a Good Faith Dispute will not be a basis for default or termination under this Agreement. Notwithstanding the foregoing, HelioCampus shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Subscription Services and Platform, and/or delivery of Professional Services, if the Client's account is more than thirty (30) days overdue and not subject to a Good Faith Dispute. Furthermore, If the Client's performance under this Agreement depends upon the appropriation of funds by the Florida Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the Client may provide written notice of this to HelioCampus and cancel this Agreement without further obligation of Client. Appropriation is a legislative act and is beyond the control of the Client [LK1]

6. WARRANTIES AND LIMITATIONS

6.1 Performance Warranties. The Subscription Service and Platform shall perform as described in the then current Documentation in all material respects. The Professional Services shall be performed in a good and workmanlike manner. Client will within thirty (30) days of delivery of the service notify HelioCampus of any non-conformance to these warranties. HelioCampus' only obligation under these warranties is to correct any failure to so perform, or if such correction is not possible in a commercially reasonable timeframe, refund the fees paid for the specific non-conforming services during the periods of non-conformance (or portion thereof reflecting the diminution in value of such services).

6.2 Client Warranty. Client represents and warrants that Client has all necessary rights to use and provide the Client Data to HelioCampus. Client further represents and warrants that Client is not violating any existing agreements or laws and regulations by providing HelioCampus with Client Data.

6.3 Compliance with FERPA. HelioCampus acknowledges Client's obligation under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"). HelioCampus will comply with FERPA, if and to the extent applicable, and acknowledges that it may not disclose, re-disclose, make available or distribute any information about any student or graduate of Client or their educational records made available hereunder (the "FERPA Records") in violation of FERPA. Notwithstanding the foregoing, or any other provisions of this Agreement to the contrary, HelioCampus acknowledges and agrees that any FERPA Records which it may have access to or possess by virtue of this Agreement, may be used only in connection with the performance of the Subscription Service and may not be used for any other purpose, nor disclosed to any third party, without the prior written consent of Client unless required by applicable laws or for Client's accounting or regulatory purposes. If HelioCampus receives a lawfully issued subpoena or court order for such FERPA Records, it shall notify Client and allow Client a reasonable amount of time to take such action as Client shall deem appropriate or required by laws, if required by FERPA. HelioCampus acknowledges that it understands that FERPA generally requires that notice be provided to the student(s) whose FERPA Records are subject to the subpoena or court order before disclosure of the FERPA Records in compliance with the subpoena or court order. HelioCampus provides the following assurances to Client in accordance with FERPA: (a) HelioCampus will use or further disclose FERPA Records only as permitted by this Agreement or required by law, and HelioCampus will establish appropriate safeguards designed to prevent access, use or further disclosure of FERPA Records, except as permitted by this Agreement or required by law; (b) HelioCampus will report any access, use or disclosure of FERPA Records to Client that is not permitted under the Agreement, to the extent required by FERPA; (c) HelioCampus will make an accounting of requests for and its disclosures of FERPA Records and any other access, use or further disclosures available to the individuals affected thereby as required by FERPA; (d) HelioCampus will impose these FERPA requirements, if applicable, on any agents, subcontractors or any other third party acting on HelioCampus' behalf, to whom HelioCampus discloses FERPA Records in performing its obligations under this Agreement; (e) HelioCampus will make certain of its books, FERPA Records and practices concerning use and disclosure of FERPA Records available to, and as required by, the Department of Education or applicable law; (f) HelioCampus will only disclose FERPA Records to its employees of to the extent such employees have a specific "need to know" the FERPA Records to carry out the purposes and intent of this Agreement; and (g) following termination, HelioCampus shall, except as limited by applicable law or as required for HelioCampus' accounting, legal or regulatory purposes, upon request of Client return or destroy all FERPA Records in its possession and, upon request, shall certify in writing to Client that all such copies have been returned or destroyed in compliance with HelioCampus' document retention policies.

6.4 Exclusion for Unauthorized Actions and Results of Use. HelioCampus shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any unauthorized or improper use or modification of the Subscription Service, Platform, Documentation, or Professional Services deliverables, any unauthorized combination with other services, deliverables, platforms, software, hardware, or technology, or any act or omission by Client, its affiliates, or other authorized users or other representatives or contractors. Client is solely responsible for the results obtained from the use of the Services, Platform, and Documentation.

6.5 Disclaimer. EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 6, THE SERVICES, PLATFORM, AND DOCUMENTATION ARE PROVIDED "AS IS" AND HELIOCAMPUS MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. HELIOCAMPUS MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL HELIOCAMPUS HAVE ANY LIABILITY WITH RESPECT TO, ANY THIRD PARTY DATA, PRODUCTS OR SERVICES.

6.6 Damage Limitation. In no event will either Party be liable for any indirect, incidental, special, exemplary, or consequential damages, or for any loss of revenue, loss of profit, savings or data, arising in connection with this agreement or the use or delivery of any Services, Platform, or Documentation based on any theory of contract, tort, strict liability, negligence, or otherwise, even if advised of the possibility of such damages. Except for a third party infringement claim under Section 9 (Indemnification), HelioCampus' total liability under this Agreement and all Orders shall under no circumstances exceed two (2) times the fees actually paid by the Client to HelioCampus under the applicable Order giving rise to the claim or this Agreement if such claim does not relate to a specific Order.

6.7 Other Limitations. The warranties made by HelioCampus in this Agreement, and the obligations of HelioCampus under this Agreement, run only to Client and not to any third party. Under no circumstances shall any Client affiliate, Client customer, student, contractor, or user, or any other third party be considered a third-party beneficiary of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than one (1) year after Client first has knowledge of the basis for the action or claim. The Client and HelioCampus have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

6.8 Third Party Software. The Subscription Service and Platform may contain third party software, code and/or components that require Client to enter into a separate agreement with such third party. Client acknowledges and agrees that HelioCampus may incorporate into, or use in conjunction with, the Platform, certain third party software programs or applications (the "Third Party

Software"). Client's use of the Third Party Software must be in compliance with the terms and conditions set forth in the license(s) therefore (the "Third Party Software License"). Except as otherwise set forth in the Third Party Software License, the Third Party Software is provided "as is", and without representation or warranty of any kind. HelioCampus does not make any representations or warranties with respect to the Third Party Software. Client hereby agrees to use the Third Party Software in accordance with the terms and conditions of the applicable Third Party Software License, and agrees to indemnify, defend and hold harmless HelioCampus from all claims, losses, damages, expenses or actions arising from Client's breach of any of the terms and conditions of such Third Party Software License.

7. Confidentiality

7.1 General Confidentiality Provisions. All Confidential Information of a Party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. Information will not constitute the other Party's Confidential Information if it (a) is already known by the Receiving Party without obligation of confidentiality; (b) is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (c) is publicly known without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party's Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonable level of care under similar circumstances. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party will not be in violation of this Section 7 with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body or otherwise required by law, provided that unless prohibited by law the Receiving Party makes best efforts to give the Disclosing Party prior written notice of such disclosure in order to permit the Disclosing Party to seek an appropriate protective order. Information that is disclosed pursuant to a valid court or governmental order shall not lose its status as Confidential Information.

7.2 Client Obligations. Client is expressly prohibited from making copies of or retaining any Confidential Information of HelioCampus, provided by HelioCampus under this Agreement or otherwise accessed by Client. In the event that Client downloads any Confidential Information of HelioCampus through its use of the Platform and/or Subscription Service, Client must comply with the obligations upon termination relating to such Confidential Information as further set forth in Section 10.3 of this Agreement.

8. OWNERSHIP OF PROPRIETARY ITEMS

8.1 General. All Proprietary Items provided to or accessed by Client under this Agreement are being made available on a strictly confidential and limited use basis in accordance with this Agreement and have great commercial value to HelioCampus. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Client under this Agreement. HelioCampus reserves all rights not expressly granted by this Agreement.

8.2 Title and Ownership. All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of HelioCampus. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties or their representatives through Professional Services or otherwise) will be solely and exclusively owned by HelioCampus. Client hereby assigns to HelioCampus any rights, title and interest, including all intellectual property rights in any feedback, suggestions, ideas, derivative works, modifications, enhancements, or improvements related to the Proprietary Items that Client or any of its authorized users or representatives provide, propose, create, conceive, author or develop relating to this Agreement or their use of the Subscription Service or Platform. Client will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce HelioCampus' rights described above and the intent of this Section.

8.3 Custom Developments.

8.3.1 HelioCampus Created Custom Developments. If HelioCampus creates a Custom Development for Client, HelioCampus shall own all right and title to such Custom Development (which will be considered a Proprietary Item under this Agreement) and HelioCampus grants Client a worldwide, perpetual right and license to use, copy, display, create derivative works and otherwise modify the Custom Development for Client's operations.

8.3.2 Client Created Custom Developments. If Client creates a Custom Development on its own, Client shall own all right and title to such Custom Development; however, Client grants to HelioCampus an irrevocable, non-exclusive, royalty free right and license to use the Custom Development in HelioCampus' performance of the Subscription Service. Notwithstanding the foregoing, HelioCampus may create and make available to its other clients, items that are similar to the Custom Development created by Client, provided that HelioCampus does not use any Client Confidential Information in the creation of such other items and Client hereby waives any right it may have to stop HelioCampus from creating similar items or seek compensation from HelioCampus from the creation

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of such items and further covenants it shall not sue HelioCampus or its other customers for the use of items created by HelioCampus without the use of any Client Confidential Information. Client acknowledges and agrees that even though Client retains all right and title to Client-created Custom Developments, HelioCampus makes no representations or warranties relating to the functionality of the Custom Developments. HelioCampus has no responsibility for the functionality of any Custom Developments created by Client.

8.3.3 Custom Developments after Subscription Term. Client acknowledges and agrees that the Custom Developments may have limited functionality and may not be functional at all after the Subscription Term, because Client is not granted any rights or license to the underlying data systems or technology that are required for the Custom Developments to function.

9. INDEMNIFICATION

HelioCampus shall defend, indemnify, and hold Client harmless against all third party intellectual property infringement suits brought against Client, and will pay any settlement approved by HelioCampus, or any damages finally awarded in such suit, insofar as such suit directly arises out of Client's use of the Platform or Subscription Service, only as expressly authorized under this Agreement, provided that Client gives HelioCampus (a) prompt written notice of such claim; (b) sole authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as HelioCampus may reasonably request, at HelioCampus' expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, HelioCampus shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from (1) the combination, operation, or use of the Proprietary Items with products, services, deliverables, materials, technologies, business methods or processes not furnished by HelioCampus; (2) modifications which were not made by HelioCampus; or (3) Client's breach of this Agreement or use of the Proprietary Items other than in accordance with this Agreement (collectively, "*IP Exclusions*"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that HelioCampus believes that such a claim is likely, HelioCampus may, at its option (i) modify the Proprietary Item so that it becomes non-infringing, or substitute functionally similar services, platforms, deliverables, or documentation; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Client and refund to Client any pre-paid fees for Subscription Service not provided. The obligations set forth in this Section shall constitute HelioCampus' entire liability and Client's sole remedy for any infringement or misappropriation.

10. TERMINATION

10.1 Either Party may terminate this Agreement or an Order immediately on giving notice in writing to the other Party if the other Party:

(a) commits a material breach (including any non-payment of fees due other than fees subject to a Good Faith Dispute) and, in the case of a material breach capable of being cured, failed to cure that breach within sixty (60) days after the receipt of a request in writing to cure such breach; or

(b) files for bankruptcy;

(c) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it;

(d) makes an assignment for the benefit of all or substantially all of its creditors; or

(e) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations; provided, however, if the non-terminating party provides adequate assurances regarding its ability to continue performing the other Party may not terminate.

10.2 HelioCampus may terminate this Agreement or the applicable Order if Client fails to remit payment (other than fees subject to a Good Faith Dispute) and does not cure such payment discrepancy within thirty (30) days of the provision of notice.

10.3 Termination of this Agreement shall terminate all Orders then in effect. Upon any termination or expiration of this Agreement, whether under this Section 10 or otherwise, HelioCampus shall perform its data transfer and destruction obligations under Section 4.5 of the Agreement and Client shall: (a) discontinue all access and use of all Proprietary Items and Confidential Information, (b) promptly return to HelioCampus all copies of the Documentation and any other Proprietary Items then in Client's possession or control, and (c) certify in writing that all copies of the HelioCampus Proprietary Information and Confidential Information have been permanently deleted. Client is expressly prohibited from retaining any Confidential Information or Proprietary Items of HelioCampus past the term of this Agreement. Client shall remain liable for all payments due to HelioCampus with respect to the period ending on the date of termination. For any termination other than a termination for cause by Client in accordance with Section 10.1, the balance of all remaining subscription

fees relating to the then current Subscription Term will be due and payable. The provisions of Sections 4.5, 5, 6, 7, 8, 9, 10.3, and 11 shall survive any termination or expiration of this Agreement.

11. OTHER PROVISIONS

11.1 Non-Solicitation. Client shall not directly or indirectly solicit for employment any employee of HelioCampus for the duration of the Agreement and for twelve (12) months after the termination or expiration of the Agreement; provided, however, that there shall be no prohibition on Client from employing such a person who, without any solicitation or encouragement: (i) responds to an employment opportunity advertised or posted on a company website, in a newspaper, or any hard copy or electronic advertisement or (ii) attends a job fair.

11.2 Compliance with Laws. Each Party shall keep informed of and comply with all applicable federal, state and local laws and regulations in connection with their business, operations, and obligations under this Agreement.

11.3 Notice. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.

11.4 Parties in Interest. This Agreement shall bind, benefit and be enforceable by and against HelioCampus and Client and, to the extent permitted hereby, their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the other Party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the following shall not be considered "assignments" for purposes of this Agreement: HelioCampus' assignment of this Agreement or of any HelioCampus rights under this Agreement to HelioCampus' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and HelioCampus' assignment of this Agreement to any person or entity to which HelioCampus transfers any of its rights in the Proprietary Items.

11.5 Export Laws and Use Outside of the United States. Client shall comply with the export related laws and regulations. Client shall not export or re-export directly or indirectly (including via remote access) any Proprietary Items (or parts thereof) to any applicable jurisdiction or entity prohibited by law or to which a license is required without first obtaining a license from the applicable regulatory authority.

11.6 Relationship. The relationship between the Parties under this Agreement is that of independent contractors and not partners, joint venturers or agents.

11.7 Entire Understanding. This Agreement, which includes and incorporates Orders, attachments, and any other schedules, exhibits and addenda attached to it, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and an Order, the Order shall govern.

11.8 Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

11.9 Severability. If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

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

11.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Florida excluding choice of law; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply.

11.12 Force Majeure. Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, sickness, pandemic, epidemic, quarantine restriction, disruption or outage of communications

(including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

11.13 Restrictions on Use of Client's Name. Client authorizes HelioCampus to use Client's name and logo in any routine list of HelioCampus clients and as a reference. HelioCampus may not use Client's name or logo in any other marketing, including in any press release, without the prior written consent of Client.

11.14 Government End-Users. Each of the Subscription Service, Platform, Documentation, and related items are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

[END OF MASTER TERMS AND CONDITIONS]

Schedule A – Statement of Work
Assessment & Credentialing Platform for Florida Gulf Coast University

This Statement of Work (“SOW”) describes the implementation and onboarding services which HelioCampus will provide to support the adoption of the HelioCampus integrated Assessment & Credentialing Platform. This SOW is subject to the terms of the Master Subscription Agreement between the parties dated June 2, 2023 (the “Agreement”).

1. Implementation and Onboarding

HelioCampus will provide implementation and onboarding services to include the following:

Planning
<ul style="list-style-type: none">Conduct planning activities and core project team kick offIdentify staff who will fill key roles (University Team) and serve as subject matter experts (SMEs)Create success plan, customized for resource availability and other dependencies
Technical Implementation
<ul style="list-style-type: none">Establish URL for the PlatformInstall and configure cloud-hosted, dedicated Platform. The feature sets as shown below are included in scope in Year 1:<ul style="list-style-type: none">Accreditation & Planning<ul style="list-style-type: none">Self-StudyProgram ReviewStrategic PlanningData Collection & WorkflowSIS Integration & SSOComprehensive ReportingOutcomes Assessment<ul style="list-style-type: none">Curriculum MappingLearning Outcomes AssessmentJuried AssessmentCo-curricular AssessmentSyllabus ManagementLMS IntegrationEstablish integrations with systems for automated data import and user access<ul style="list-style-type: none">(1) Single sign-on (SSO) integration with Identity Provider (IdP)(1) Student Information System (SIS) integration via daily SFTP uploads or API(1) Learning Management System (LMS) integration via LTI and APIEmail service integration for Assessment & Credentialing notifications
Onboarding and Success Planning
<ul style="list-style-type: none">Discovery sessions to inform the development of a Success Plan for adoption and usageRemote training of your key users (University Team) and trainer-of-the-trainers is included based on priorities outlined in your Success Plan.<ul style="list-style-type: none">We will be happy to discuss and tailor a training package to specific training needs you may have.

- A one-time import of your Programs, Program Learning Outcomes, Course Learning Outcomes, and your accreditation standards and templates for regional and programmatic self-studies
- Setup and configuration of key structural elements (Campus/College/Department)

2. Platform Delivery

The Assessment & Credentialing Platform will be considered delivered and operational upon completion of the Technical Implementation step above and successful demonstration of the following (“Acceptance Criteria”):

1. The platform is accessible through the agreed upon URL
2. Login to instance of the platform is possible using a single sign-on (SSO) account
3. Availability of SIS data in the platform (LMS integration is optional)

3. Ongoing Subscription Services

HelioCampus will support adoption of the Assessment & Credentialing Platform by providing the following services:

Success Plan Management and Adoption

- Regular meetings with designated staff (“University Team”) to help execute the Success Plan and stay on track with Success Plan milestones
- Support Services
 - Web-based and email support for end users
 - Support hours are weekdays 8:30 AM through 5:00 PM U.S. Eastern Standard Time
- DevOps and Maintenance Services
 - Cloud hosting of your dedicated platform instance
 - On-going maintenance and 24/7 system backup and up-time monitoring of your platform instance
 - Automatic updates and releases to software platform as they become commercially available
- All HelioCampus interactions will be conducted over tele-conference and web-based engagement tools. On-campus support / training is available. Prior to scheduling, HelioCampus will work with the institution for approval related to any expense(s) for travel and per diem.

4. Data Infrastructure

The HelioCampus integrated Assessment & Credentialing Platform will be built on the following data infrastructure:

Data Infrastructure

- SaaS solution hosted in a private cloud instance only accessible by your Institution.
- Microservices architecture and a single-tenant database architecture for institutional data, with separate individual dedicated instances for each client institution on both application and database
- Depending on the service and security requirements of the data (data that's not institution-specific or not classified as private), some of the services use multi-tenant database partitions. This model provides a good balance, in ensuring data security, integrity, and performance while maintaining flexibility and scalability.

5. Key Roles and Responsibilities

This scope of services includes the following key HelioCampus roles.

Role	Responsibility
Project Manager	Responsible for the overall project and serves as the main point of contact for conversations between HelioCampus and the institution.
Client Success Lead	Responsible for the overall success of the client during the SOW and beyond
Technical Lead	Responsible for planning and coordination of technical implementation and systems integration

Your Institution agrees to assemble a University Team and designate staff to fill the following key roles.

Role	Responsibility
Project Manager	Responsible for the overall project and serves as the primary point of contact to interface with the HelioCampus Team.
Assessment Lead	Responsible for planning and coordination of assessment processes on campus.
Technical Lead	Coordinates the technical implementation and systems integrations process. Serves as the main point of contact for any changes to Data Files, SSO, SFTP and/or LMS Integration
Assessment & Credentialing Administrator	Expert on the functionality of the product and which solutions are adopted at the institution. Responsible for internal training, coordination of support and ongoing operations of the platform.

6. Additional Terms and Assumptions

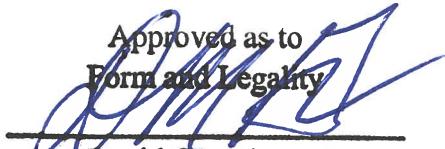
The following terms and assumptions apply to this SOW.

Terms and Assumptions
<ul style="list-style-type: none">The length of the Initial Subscription Term is three (3) years in accordance with Florida State Procurement laws and with two (2) optional one-year extensions. The contract is renewable annually thereafter in accordance with the Agreement.The Institution is responsible for providing resources and subject matter experts ("University Team") to assist in the implementation and project planning services provided under this SOW.The Institution will complete a review of all draft documents requiring client feedback and will provide reasonably requested information and other approvals within five business days, unless a longer review timeframe is mutually agreed upon.The Institution's project manager or designate is responsible for coordinating all project meetings that involve stakeholders.The Institution must notify HelioCampus of any upgrades or changes to the Student Information System (SIS), LMS, or other systems included in the Assessment & Credentialing integrations. Upgrades or changes to the Institution's systems after the Technical Implementation phase will be assessed to determine impact and potential need for a separate or amended Statement of Work for data integration updates.Any travel expenses incurred during this scope of services will be pre-approved and paid in accordance with §112, Florida Statutes.There is a limit of 1TB of data storage. Storage in excess of 1TB shall be passed through to the client at the relevant AWS rate.Client agrees to use the Platform solely for the benefit of Client's full-time student enrollment according to Client's most recent Fall semester Integrated Postsecondary Education Data System

- (IPEDS) report (Active Learners). Client understands that its right to use the Platform, and the fees herein, are directly subject to the number of Active Learners. The number of Active Learners above represents the maximum number of Active Learners allowable during the Subscription Term. Client will provide an updated calculation of Active Learners for every renewal term, if any, and notify HelioCampus if, at any time during the Subscription Term, the number of Active Learners exceeds the number in this SOW by ten percent (10%). HelioCampus reserves the right, upon thirty (30) days' notice to Client, to upwardly adjust subscription fees for any such increase of more than ten percent (10%). Notwithstanding the foregoing notification obligations of Client, HelioCampus may notify Client if it determines that an increase in Active Learners has occurred and initiate a price adjustment as described herein.
- Authorized Access/License Grant: Subject to the conditions herein, HelioCampus hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to use the Platform during the applicable Subscription Term(s), commencing upon the earlier of the Start Date noted above. This license grant shall include the right of Client to allow its Permitted Users (as herein defined) to access and use the Platform in accordance with the applicable Schedule. "Permitted Users" means those persons authorized by Client to access and use the Platform on Client's behalf, which may include faculty, employees, agents and/or contractors of Client, as well as Client's Active Learners as set forth on the Order Form; provided that (a) any right granted to use the Platform by Client to third-party Permitted Users under this Agreement is strictly limited to use for Client's benefit in connection with the Permitted Users' performance of services for Client, and (b) Client shall be liable for its Permitted Users' compliance with this Agreement and all other policies applicable to the Services.
 - Client will provide HelioCampus with identified points of contact as described in this SOW ("University Team") who will receive all communications regarding the Services; failure to provide such contacts may result in an increase or change to the services scope, fees, and/or length. The University Team must have the authority to act for Client in all aspects of services, including but not limited to bringing issues to the attention of the appropriate persons within Client's organization and resolving conflicting requirements. Additionally, the University Team will (a) ensure that any communications between HelioCampus and Client, including scope related questions or requests, are made through the appropriate personnel, (b) provide timely access to technical and business points of contact, and required data/information for matters related to the scope of the services; (c) ensure attendance by key Client contacts at Client meetings and presentations, (d) ensure that HelioCampus personnel have reasonable and safe access to the Services site, internet connectivity, a safe working environment, adequate working space, and appropriate facilities (including projector and whiteboard access, to the extent so required) for meetings. Client must inform HelioCampus of all access issues, required security measures, and provide access to all necessary facilities. Client will back up its files and data prior to HelioCampus' commencement of the Services.
 - Client's users may be required to observe a code of conduct or policy relating to use of the Platform, including content standards and rules for communication with and among other users. As between HelioCampus and Client, in the event of any conflict between the terms of the Agreement and this SOW on the one hand, and the terms of any such policy, the terms of the Agreement and this SOW shall prevail.

CLIENT:
By (Signature): Richard Pence
Name (Printed): Richard Pence
Title: Associate Director
Date: June 2, 2023

HelioCampus, Inc.
By (Signature): Ryan Hopkins
Name (Printed): Ryan Hopkins
Title: Chief Financial Officer
Date: June 2, 2023


Approved as to
Form and Legality

David Greenbaum
Associate General Counsel
Florida Gulf Coast University
Board of Trustees

