

Contract Requisition Number:CR067806
Contract Number:C033045
Vendor Number: V0000001507

Campus Kaizen

**MASTER HOSTED
SERVICES AGREEMENT**

for

Milwaukee Public Schools

[CONFIDENTIAL]



(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

MASTER HOSTED SERVICES AGREEMENT

CAMPUS KAIZEN LLC, a Pennsylvania corporation (“**Campus Kaizen**”), and **Milwaukee Public Schools**, (“**Client**”) enter into this Master Hosted Services Agreement including any schedules, exhibits, and other attachments (collectively, this “**Agreement**”) effective as of the 1st day of October, 2024 (the “**Effective Date**”) through the 30th day of September, 2027.

RECITAL

Campus Kaizen has developed certain application software for use by its clients. Campus Kaizen application software is available only in the Campus Kaizen Cloud (hereinafter defined). Client desires to access the Campus Kaizen Cloud to use such Campus Kaizen software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. “**Campus Kaizen Cloud**” means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches, and other hardware that comprise the digital and physical infrastructure underlying the services provided pursuant to this Agreement.

b. “**Campus Kaizen Cloud Services**” means installation, maintenance, and service of the hardware and software comprising the Campus Kaizen Cloud.

c. “**Anniversary Date**” means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term; provided, however, that, in leap years, the Anniversary Date shall be 366 days after the Initiation date or prior Anniversary Date.

d. “**Business Purposes**” means accessing the Campus Kaizen Cloud to use the Licensed Programs and Campus Kaizen Cloud Services for Client's business purposes.

e. “**Client Data**” means the data that Designated Users transmit and/or enter into the database provided as part of the Campus Kaizen Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

f. “**Contractor**” means a contractor who: (i) has entered into an Independent Consultant Network License Agreement with Campus Kaizen; and (ii) is a current member in good standing of Campus Kaizen's Independent Consultant Network, as such membership standards are determined in the sole discretion of Campus Kaizen. For the avoidance of doubt, Campus Kaizen may, but shall not be required to, provide to Client a copy of any Independent Consultant Network License Agreement or the active membership roster of Campus Kaizen's Independent Consultant Network.

g. “**Deliverable**” means any good or service, including, without limitation, intellectual property, delivered to Client as part of Programming Services (as defined in Section 14) or other services provided pursuant to this Agreement.

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

h. “**Designated User**” or “**DU**” means a Client employee or other agent designated by Client to access the Campus Kaizen Cloud and Use the Campus Kaizen Cloud Services and Licensed Programs for Business Purposes.

i. “**Fees**” means the fees identified in Schedule A, and any other fees that may become due under this Agreement.

j. “**Force Majeure Event**” means any event beyond the reasonable control of the party affected by such event, including, without limitation, fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

k. “**Initiation Date**” means the date that is two (2) weeks after the Effective Date.

l. “**Licensed Programs**” means the software program(s) identified in Schedule B. For the avoidance of doubt, Licensed Programs may also be listed in Schedule A; provided, however, that Schedule B shall be the definitive list comprising the Licensed Programs.

m. “**Licensed Programs Documentation**” means the user manuals and documentation for the Licensed Programs.

n. “**Password**” means the unique username and password assigned by Client to each Designated User as more fully described in Section 6.

o. “**POC(s)**” means the person(s) Client identifies to Campus Kaizen as point(s) of contact for application support services and other account management purposes.

p. “**Undisputed Fees**” means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute and provide notice of such dispute in accord with Section 18(f) within 30 days of invoice.

q. “**Use**” means authorized access to the licensed software in the Campus Kaizen Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

2. License Grant; Restrictions; Access to Campus Kaizen Cloud.

a. **Licenses.** Campus Kaizen grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Campus Kaizen Cloud and Use the Licensed Programs and Campus Kaizen Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Campus Kaizen's website solely for Business Purposes and subject to the terms set forth in the Acceptable Use Policy attached hereto and made a part hereof as Schedule C. Client may choose to purchase any or all Campus Kaizen products or services, as described in Schedule B, and/or may choose to add available products or services at a later date utilizing the standard terms of this agreement.

b. **Restrictions.** Client may only exercise the license granted in Section 2(a) through its Designated Users. Access by any user or individual that is not directly employed by Client must be authorized in writing by Campus Kaizen and may require such individuals to sign a Non-Disclosure Agreement prior to granting approval for usage of Campus Kaizen Programs. Client may not rent, lease, sell, transfer (by sublicense,

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

assignment, or otherwise, except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not modify, reverse engineer, decompile, or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this Section 2(b). Client may not copy or re-create the Licensed Programs or its objects without Campus Kaizen's prior, express written consent. Client agrees that the Licensed Programs must remain at all times in the Campus Kaizen Cloud and may not be removed or copied to any other location at any time.

c. **Access to the Campus Kaizen Cloud.** Campus Kaizen will use commercially reasonable efforts to make the Campus Kaizen Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Campus Kaizen may institute scheduled standing maintenance/repair/backup hours and will notify Client of such schedule. Campus Kaizen will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until the expiration date of the “**Initial Term**” unless earlier terminated in accord with Section 3(b). Initial Term is defined by the number of years explicitly written in Schedule A. Campus Kaizen reserves the right to increase any and all annual support fees or other fees for each Renewal Term. The Initial Term and Renewal Term(s), as context requires, shall be collectively referred to as the “**Term**.”

b. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if (i) the other party materially breaches this Agreement and fails to cure such breach within seven (7) days of written notice of a material breach, or, (ii) if the breaching party cannot reasonably cure the material breach within seven (7) days, the breaching party fails to initiate cure within seven (7) days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this Section 3(b) shall be effective upon delivery of written notice after expiration of the applicable cure period.

c. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Campus Kaizen Cloud, Campus Kaizen Cloud Services, Licensed Programs, and Licensed Programs Documentation; (iii) Client's access to the Campus Kaizen Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any accrued and unpaid Undisputed Fees to Campus Kaizen.

d. **Survival.** The parties' duties and obligations under the provisions of Sections 4, 8(b), 9, 10, 11, 13, 15, and 18 shall survive this Agreement's termination or expiration whatever the cause.

4. License Fees.

a. **Fees.** Client agrees to pay Campus Kaizen the Fees in accordance with the payment terms set forth in Schedule A. Client shall pay all invoices in U.S. Dollars within 30 days of Client's receipt of the invoice, unless otherwise provided in any Schedule. If any invoiced amount is not received by Campus Kaizen by the due date, then without limiting Campus Kaizen's rights or remedies, those charges will accrue late interest at the rate of 3.0% of the outstanding balance per year, or the maximum rate permitted by law,

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

whichever is lower. In the event that Campus Kaizen is assessed any fees related to Client's payment processor or payment vendor, such fees will be added to Client's invoice and be passed onto Client.

Absent the minimum 60 days preceding notice of non-renewal, the Fee for the Renewal Term is due and payable immediately with the expiration of the preceding Term or expiration of the Term now ending. Fees are paid in full at the beginning of each Term, Initial or Renewal.

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of Section 3(b).

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based, including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Campus Kaizen Cloud, Campus Kaizen Cloud Services, or Deliverables; (iii) Client's Use of the Campus Kaizen Cloud, Campus Kaizen Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Campus Kaizen per this Agreement. Client is responsible for all applicable tariffs, duties, and taxes (exclusive of taxes based on Campus Kaizen's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees and provides notice thereof in accord with Section 18(f) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees, and Client agrees to timely pay any such Undisputed Fees. In connection with disputed Fees, Campus Kaizen and Client shall attempt to resolve such dispute pursuant to the terms of Section 17. If the dispute on any Fee is resolved in favor of Campus Kaizen, such Fee shall be due and payable within 30 days of such resolution. For the avoidance of doubt, nothing herein is intended to relieve Client of its obligation to pay all Undisputed Fees, including, without limitation, late fees in connection therewith.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third-party software and hardware necessary for Designated Users to access the Campus Kaizen Cloud and Use the Licensed Programs and Campus Kaizen Cloud Services. Campus Kaizen shall not be liable for any such third-party software or hardware, and Client acknowledges and agrees that any assistance provided by Campus Kaizen in connection with such third party software and hardware shall not alter Client's responsibility or Campus Kaizen's liability disclaimer under this Section 5(a).

b. **Location and Fees.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Campus Kaizen will bill Client for initial implementation/training services as indicated in Schedule A. Client may request additional on-site implementation/training services (i.e., in addition to the on-site implementation/training services set forth in Schedule A) at any time, and Campus Kaizen will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Campus Kaizen's then-current fees for the additional services, whether or not listed on Schedule A.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of eight (8) hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, without limitation, travel to and from the site, lodging, meals, etc. Client agrees that Client must pay for any implementation/training services cancelled less than ten (10) business days prior to their scheduled date.

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

d. **Data Conversion.** Campus Kaizen will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A. Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry, data verification, and any post-conversion clean-up. Additional Campus Kaizen data conversion services (i.e., in addition to any initial data conversion services set forth in Schedule A) are subject to the parties' mutual agreement on: (i) the schedule for performance of such additional services; and (ii) Campus Kaizen's then-current fees for the additional services, whether or not listed on Schedule A.

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Campus Kaizen Cloud and Licensed Programs is limited to the Use of those specific Licensed Programs listed in Schedule A. Each Designated User must have a unique Password or utilize Client's Single-Sign-On login methodology.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password or must authorize Designated Users with access to authenticate via Single-Sign-On. Each Password shall be personal and unique to the applicable Designated User and may not be used by anyone other than such Designated User.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Campus Kaizen if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement. Client shall disable (or Client's POC(s) will work with Campus Kaizen to disable) all Passwords associated with Designated Users who cease to be Designated Users, whether due to such individual's separation from employment by Client, or for any other reason.

7. Application Support & Upgrades.

a. **Application Support Service.** Campus Kaizen will provide application support and upgrades for the Licensed Programs as set forth in this Section 7.

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Campus Kaizen. Campus Kaizen shall have no obligation to contact or communicate with anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current and to notify Campus Kaizen of any changes.

c. **Campus Kaizen Contacts.** During initial implementation, Campus Kaizen shall appoint an account manager to Client's account. After initial implementation, Campus Kaizen will either assign Client to an account manager or an application support team. Campus Kaizen may change the identity of individual account managers from time to time upon notice to Client. Application support records relating to Client will be available to Campus Kaizen's entire application support team at all times.

d. **Application Support Services.** Campus Kaizen shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

in Schedule A. Campus Kaizen's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the notice and cure provisions of Section 3(c), Campus Kaizen may suspend application support services if Client fails to timely make any Undisputed Fee payment.

f. **Obsolescence.** Campus Kaizen reserves the right to cease providing application support services for the Licensed Programs. Campus Kaizen agrees to notify Client if and when Campus Kaizen will cease application support services in accord with this Section 7f.

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Campus Kaizen agrees to store Client Data on a database server in the Campus Kaizen Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Campus Kaizen agrees to use: (i) firewalls and other commercially reasonable technology to prevent unauthorized 3rd party access to its computer systems storing Client Data; and (ii) commercially reasonable encryption technology to prevent unauthorized 3rd party access to Client Data transmissions. Notwithstanding the foregoing, Campus Kaizen shall not be liable to Client in the event that: (A) its use of commercially reasonable firewalls and other technology fails to prevent unauthorized third-party access to Client Data; or (B) its use of commercially reasonable encryption technology fails to prevent unauthorized third-party access to Client Data transmissions. Nothing in this Section 8(b) shall constitute a representation or warranty by Campus Kaizen that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** “**Confidential Information**” means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS code, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Campus Kaizen Cloud specifications and configuration, Campus Kaizen Cloud hardware specifications and configuration, and Campus Kaizen Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans, and related information; (viii) the prices offered or paid per this Agreement for Campus Kaizen's products and services; (ix) SSAE16 audit reports and PCI DSS attestations of compliance and any information related to SSAE16 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as “confidential,” “restricted,” “proprietary,” or the like at the time of disclosure or which—by its nature—reasonably should be regarded as confidential. For the avoidance of doubt, Confidential Information also includes any derivative work based upon one or more piece of Confidential Information.

b. **Nondisclosure and Nonuse Obligations.** Each party (the “**Receiving Party**”) agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the “**Disclosing Party**”) to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

Receiving Party's employees or other agents may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and other agents may not use Confidential Information in any way that may compete with Disclosing Party. Client may not disclose Confidential Information to its employees or other agents for the purpose of enabling any such employees or other agents to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and other agents who need to know such information, and the Receiving Party certifies that such employees and other agents have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations under Section 9(b) shall not apply to Confidential Information that the Receiving Party can document: (i) was, through no fault of the Receiving Party, in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, that the Receiving Party shall provide prompt, prior, written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information and Other Materials.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within five (5) business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and the Receiving Party agrees, at the Disclosing Party's request, to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

f. **Privacy and FERPA Policy.** Campus Kaizen will at all times comply with the Privacy and FERPA policy attached hereto and made a part hereof as Schedule D, and such schedule comprise the sole responsibility of Campus Kaizen with respect to the subject matter thereof, and, in the event of conflict between the terms thereof and of the principal body of this Agreement, such Schedule shall supersede this Agreement only to the extent necessary to resolve such conflict.

10. Warranties.

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

a. **Limited Software Warranty.** Campus Kaizen warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Campus Kaizen does not warrant, guarantee, accept any condition, or make any representation that the licensed programs will meet client's requirements or expectations, operate without interruption, or be error-free.

b. **Remedy for Limited Software Warranty Breach.** If Campus Kaizen breaches the warranty set forth in Section 10(a), Campus Kaizen agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Campus Kaizen will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this Section 10(b), Campus Kaizen will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Campus Kaizen since the most recent Anniversary Date prior to the effective date of Client's termination. The foregoing remedy is client's sole remedy in the event of a breach of the warranty set forth in section 10(a).

c. **Warranty disclaimer.** Except as expressly set forth in this agreement, and to the fullest extent allowed under applicable law, Campus Kaizen disclaims all express, implied, and statutory warranties with regard to the licensed programs including, without limitation, the implied warranties of title, merchantability, and fitness for a particular purpose. No other verbal or written information provided by Campus Kaizen (including, without limitation, the licensed programs documentation) will create a warranty or in any way increase Campus Kaizen's liability, and client agrees not to rely on such information.

d. **Internet Performance Disclaimer.** Campus Kaizen does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or the inaction of such third parties can impair or disrupt the internet. Campus Kaizen will use commercially reasonable efforts to remedy and avoid such events but cannot guarantee that such events will not occur. Accordingly, Campus Kaizen disclaims any liability resulting from or relating to such events.

e. **Limited Programming Services Warranty.** The Programming Services performed by Campus Kaizen will be performed in accordance with generally accepted industry standards. Campus Kaizen does not warrant, guarantee, accept any condition, or make any representation that the deliverables will meet client's requirements or expectations, operate without interruption, or be error-free.

f. **Warranty Disclaimer for Deliverables.** Campus Kaizen has no liability to the extent that a claim of infringement is made against client arising out of deliverables provided by Campus Kaizen to client in accordance with specifications provided by client or use of the Campus Kaizen cloud, Campus Kaizen cloud services, or licensed programs in combination with other software or equipment not recommended by Campus Kaizen, if such infringement would not have occurred without such provision of deliverables or combined use.

11. Limitation of Liability. Notwithstanding anything to the contrary, Client and Campus Kaizen have agreed upon the limitations on liability and damages set forth in this Section 11 for all claims or causes of action arising under or related to this Agreement.

a. **Damage Waiver.** Regardless of any other provision in this agreement, and to the fullest extent allowed by applicable law, Campus Kaizen disclaims all obligations and liabilities for special, indirect, incidental, exemplary, punitive, and consequential damages (including, without limitation, loss of profit, revenue, business opportunity, or business information or interruption of business, the cost of recovering lost business information, or the cost of substitute intellectual property to replace the licensed programs) or attorneys' and experts' fees and court costs, arising from or in connection with this agreement, whether

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

based upon a claim or action of tort, contract, warranty, negligence, strict liability, breach of statutory duty, or any other legal theory or cause of action (even if Campus Kaizen has been advised of the possibility of these damages).

b. Liability Limit. In addition to the limitations otherwise set forth in this agreement, and to the fullest extent allowed by applicable law, client agrees that, in the event of any claim or cause of action (regardless of the form of such action) by client arising out of or connected with this agreement (whether prior or subsequent to its execution or termination), Campus Kaizen's maximum liability to client, regardless of the amount of loss client may have suffered, shall not exceed 3 times the total contract value.

12. Ownership.

a. Campus Kaizen's Ownership. Client agrees that, as between Campus Kaizen and Client, Campus Kaizen is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Licensed Programs, Deliverables, Campus Kaizen Cloud, Campus Kaizen Cloud Services, and Licensed Programs Documentation and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Campus Kaizen Cloud, Campus Kaizen Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. Client's Ownership. Campus Kaizen agrees that, as between Campus Kaizen and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data. If either party terminates this agreement, Campus Kaizen will return all Client Data in a mutually agreeable format and delete all data and backups 30 days after said termination.

13. Indemnification.

a. Indemnification by Campus Kaizen. Campus Kaizen agrees to defend, indemnify, and hold Client harmless from and against any third-party claims, actions or demands alleging that Client's Use of the Campus Kaizen Cloud, Campus Kaizen Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights, or intellectual property rights or misappropriates a third party's trade secrets.

b. Indemnity Conditions. Campus Kaizen's defense and indemnification obligation per Section 13(a) is conditioned upon the following: (i) Client providing Campus Kaizen with prompt written notice of any claim for which indemnification is sought; (ii) Campus Kaizen having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Campus Kaizen in the defense and settlement of the claim.

c. Injunction. If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results—or is reasonably likely to result—in an injunction against Client's continued Use of the Licensed Programs, Campus Kaizen will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) nor (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

d. Indemnification by Client. Subject to the law of the state of Wisconsin including, but not limited to, Wis. Stat. §§893.80 and 895.46, Client shall indemnify and hold harmless Campus Kaizen, its shareholders, directors, officers, employees, and agents (each, an “**Campus Kaizen Indemnitee**”) from

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

any and all costs (including reasonable attorneys' fees, court costs, and expert witness fees), losses, suits, and damages suffered by any Campus Kaizen indemnitee or asserted by a third-party against any Campus Kaizen Indemnitee and which arising out of or in connection with (i) the activities of Client or any of its owners, directors, officers, managers, employees, or agents in breach of this Agreement; (ii) any negligent or otherwise wrongful act or omission on the party of Client or any of its owners, directors, officers, managers, employees, or agents, (iii) any claim of any Designated User or any other party to whom Client provides or makes available Campus Kaizen's Confidential Information; (iv) any unauthorized disclosure of Campus Kaizen's Confidential Information by any Designated User or any other party to whom Client provides or makes available such Campus Kaizen Confidential Information; (v) any claim of infringement related to Deliverables provided by Campus Kaizen to client in accordance with specifications provided by Client; or (vi) any violation of law by Client. Campus Kaizen shall provide Client with prompt notice of any such claims, allow Client to exercise sole control of the defense thereof, and reasonably cooperate with Client in the defense and settlement of the claim; provided, however, that Client shall not settle any claim without Campus Kaizen's prior consent.

14. Programming Services.

a. **Programming Services.** Campus Kaizen provides programming services including, without limitation, new product developments, database customizations, user interface customizations, database reports, database scripts, and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A. Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Campus Kaizen, and Campus Kaizen will advise Client of Campus Kaizen's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Campus Kaizen's schedule for meeting Client's Programming Service request; and (ii) Campus Kaizen's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Campus Kaizen grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Campus Kaizen Cloud, and Campus Kaizen Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in Section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Campus Kaizen's express written consent, which Campus Kaizen shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Campus Kaizen's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this Section 15(b), Client may assign this Agreement without Campus Kaizen's prior consent and upon prior notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Campus Kaizen a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Campus Kaizen) prior to or concurrent with the assignment.

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

16. Outsourcing.

a. **Server Location.** Campus Kaizen reserves the right to locate the servers and other equipment needed to provide the Campus Kaizen Cloud either at its facilities or at the facilities of independent service providers. Campus Kaizen may change the location of the servers and other equipment needed to provide the Campus Kaizen Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Campus Kaizen's obligations under this Agreement and shall not interrupt Client's access to the Campus Kaizen Cloud, Client Data, Campus Kaizen Cloud Services, and the Licensed Programs.

17. Dispute Resolutions.

a. **Informal.** Neither party shall initiate an arbitration or litigation of any dispute hereunder unless (i) such party has provided the other with a written notice of that dispute with reasonable specificity and attempted in good faith to resolve that dispute through negotiations. Upon receipt of a notice of dispute, the receiving party shall respond within fifteen (15) days, and, thereafter, the parties shall cooperate by providing information and answering questions to facilitate an informed discussion of the issue(s) in dispute. If the dispute is not resolved to the satisfaction of both parties within fifteen (15) days following the written response, either party may require that a vice president or comparable level manager of each party discuss the dispute and attempt to resolve it.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, a joint venture, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of Wisconsin.

c. **Venue.** Any court action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in the State of Wisconsin, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. Any arbitration action or proceeding related to or arising out of this Agreement shall take place in the State of Wisconsin.

d. **Injunctive Relief.**

(i) Campus Kaizen Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under Sections 2(a), 2(b), 9, or 15, Campus Kaizen might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, subject to Section 17(b), if Client breaches any provision of Sections 2(a), 2(b), 9, or 15, Campus Kaizen may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Campus Kaizen breaches any of its obligations under Section 9, Client might incur irreparable harm and damage that might not be

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

fully compensated with monetary damages. Accordingly, subject to Section 17(b), if Campus Kaizen breaches any provision of Section 9, Client may seek specific performance of Campus Kaizen's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices.**

(i) The parties shall deliver any notice required by this Agreement by (x) personal delivery, (y) certified U.S. Mail return receipt requested, or (z) established, reputable, expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

XX
XX
XX
ATTN:

(iii) If to Campus Kaizen:

Campus Kaizen LLC
201 Lackawanna Avenue
Scranton, PA, 18503
ATTN: Jason Sensi, CEO

(iv) Either party may change its record address by giving written notice of such change to the other party by one of the methods described in Section 18(f)(i).

g. **Waiver.** No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party or any right or remedy pursuant thereto.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties, and the remainder of this Agreement shall nevertheless remain enforceable and in full force and effect.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Campus Kaizen may aggregate, compile, and use Client Data in order to improve, develop, or enhance the Licensed Programs and/or other services offered, or to be offered, by Campus Kaizen; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant, or resident in such aggregated form, and Client consents to Campus Kaizen's use of the Client Data in such manner.

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

k. **Banner Placement.** Campus Kaizen may at times place banners, images, or links within user interface and/or notifications with links to outside websites or services.

l. **External Party Access.** Access to Campus Kaizen Cloud or Programs is limited to individuals employed directly by Client. Client may not grant access to Campus Kaizen Cloud or Programs to any individual not employed directly by Client without an executed Non-Disclosure Agreement and written consent from Campus Kaizen.

m. **Press Release.** Campus Kaizen may issue a press release or series of social media or website posts announcing the Agreement, which may include Client's name and/or official logo image. Campus Kaizen may issue subsequent press notices, social media posts or website posts referencing Client's name and/or official logo image only after written consent by Client.

n. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations, and warranties expressly set forth in this Agreement.

o. **Cooperative Agreement.** The Terms of this Agreement (exclusive of pricing) may be utilized by Client as well as any divisions, partners, consortium members or state system members to contract with Campus Kaizen for any or all products or services listed in Schedule B, and where applicable, for products or services offered by Campus Kaizen in the future.

p. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire any employee or agent of the other party while such person is an employee or agent of the other party and until such person has not been an employee or agent of the other party for six (6) months.

q. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties.

r. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

s. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

[remainder of this page intentionally blank; signature page follows]

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

Signature Page

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

By: _____

*Eduardo Galvan
Interim Superintendent of Schools*

Date: _____

By: _____

*Marva Herndon, President
Milwaukee Board of School Directors*

Date: _____

CAMPUS KAIZEN LLC

By: _____

Print Name: Jason Sensi

Title: CEO

Date: _____

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

SCHEDULES:

Schedule A – Fee Schedule

Schedule B- Product Description

Schedule C – Acceptable Use Policy

Schedule D- Privacy and FERPA Policy

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

Schedule A – Fee Schedule

<i>Salesperson</i>	<i>Job</i>	
David DiChristopher	Campus Kaizen will provide the client with the following software, services and/or support as per this agreement:	
<i>Initial Term Length (years)</i>	<i>Invoicing Schedule</i>	<i>Terms</i>
3	Unless specified below, Campus Kaizen will issue annual invoices due on each Anniversary Date. Year 1 Annual Support and Any Setup or Training fees will be invoiced on Effective Date.	Net 30

<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	Guardian Case Management (GCM)		
	Annual Support Fee*	\$18,525.00	\$55,575.00
	One Time Setup Fee	\$6,500.00	\$6,500.00
	<p>*License is limited to Title IX Office use only. Additional departmental usage will require amendment to agreement and pricing.</p> <p><i>Note: During Initial Term, The client's annual support fees will remain unchanged and billed at the same regularly scheduled time unless otherwise noted. Renewal Term annual support fees are subject to annual increases not to exceed cumulative annual Consumer Price Index unless communicated to client per Section 3a.</i></p>		
		Subtotal	\$62,075.00
		Sales Tax	N/A
		Total	\$62,075.00

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

Schedule B – Product Description

This Product Descriptions list is a summary of Campus Kaizen product and service offerings only.

This Schedule is not indicative of the products or services purchased as part of this Agreement. Schedule A, Fee Schedule, identifies the specific products or services contract for under this Agreement.

- ❑ **Guardian Case Management (GCM) – Case Management Software**
 - ❑ **MCR Housing (MCRH) – Housing Management Software**
 - ❑ **My College Roomie (MCR) – Roommate Matching Software**
 - ❑ **My College Roomie Roommate Agreement Module (MCR-RA)**
 - ❑ **Kaizen Consulting Event (KCE) – Process Improvement Consulting/Training**
-

Schedule C

Acceptable Use Policy (AUP)

As a provider of hosting services, and other Internet-related services (as further described in the Master Hosted Services Agreement between the parties, the “**Services**”), Campus Kaizen LLC (“**Campus Kaizen**”) offers its customers (each, individually, a “**Client**,” and collectively “**Clients**”), and their users, the means to acquire and disseminate public, private, commercial, and non-commercial information. Campus Kaizen respects that the Internet provides a forum for free and open discussion and dissemination of information; however, when there are competing interests at issue, Campus Kaizen reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Campus Kaizen has developed this Acceptable Use Policy (“**AUP**”), which supplements and explains certain terms of each Client's respective service agreement and is intended as a guide to the Client's rights and obligations when utilizing Campus Kaizen's Services. This AUP may be revised from time to time. A Client's use of Campus Kaizen's Services after changes to the AUP are posted on Campus Kaizen's web site, www.CampusKaizen.com, will constitute the Client's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Clients obtain information through the Internet, they must keep in mind that Campus Kaizen cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that Clients may acquire. For this reason, the Client must exercise his, her, or its best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Campus Kaizen cannot monitor or censor the Internet, and will not attempt to do so, Campus Kaizen cannot accept any responsibility for injury to its Clients that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When Clients disseminate information through the Internet, they also must keep in mind that Campus Kaizen does not review, edit, censor, or take responsibility for any information its Clients may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Campus Kaizen's network and may reach a large number of people, including both Clients and non-Clients of Campus Kaizen, Clients' postings to the Internet may affect other Clients and may harm Campus Kaizen's goodwill, business reputation, and operations. For these reasons, Clients violate this AUP and the Master Hosted Services Agreement between Campus Kaizen and Client when Client, its customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Campus Kaizen, but also because it can overload Campus Kaizen's network and disrupt service to Campus Kaizen Clients. Also, maintaining an open SMTP (Simple Mail Transfer Protocol) relay is prohibited. When a complaint is received, Campus Kaizen has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property and Privacy Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Campus Kaizen is required by law to block access to customer services upon receipt of a proper notice of copyright infringement. It is also Campus Kaizen's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using Campus Kaizen's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Campus Kaizen is required by

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Campus Kaizen's network.

Defamatory or Abusive Language -- Using Campus Kaizen's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use Campus Kaizen's network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, including, without limitation, the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that Campus Kaizen determines to be harmful to its Clients, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities described above rests primarily with the Client. Campus Kaizen will not, as an ordinary practice, monitor the communications of its Clients to ensure that they comply with this AUP or applicable law. When Campus Kaizen becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including, without limitation, removing information, shutting down a web site or database, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate, up to and including terminating the Client's access to the Services and/or terminating any relevant contract regarding such Services.

Campus Kaizen is also concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Campus Kaizen urges its subscribers to assume that all of their on-line communications are insecure. Campus Kaizen cannot take any responsibility for the security of information transmitted over the Internet.

Campus Kaizen will not intentionally monitor private electronic mail messages sent or received by its Clients unless required to do so by law, governmental authority, or when public safety is at stake. Campus Kaizen may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Campus Kaizen may disclose information, including, without limitation, information concerning a Client or a transmission made using our network or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute,

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

regulation, or governmental request. Campus Kaizen assumes no obligation to inform the Client that Client information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Campus Kaizen may disclose Client information or information transmitted over its network where necessary to protect Campus Kaizen and others from harm, or where such disclosure is necessary to the proper operation of the Services and any other product or service offered by Campus Kaizen.

Campus Kaizen wishes to emphasize that, in signing the Master Hosted Services Agreement, Client agrees to indemnify Campus Kaizen for any violation of such agreement or any law that results in loss to Campus Kaizen or the bringing of any claim against Campus Kaizen by any third-party. This means that if Campus Kaizen is sued because of Client's activity or that of an agent of Client, Client will pay any damages awarded against Campus Kaizen, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Campus Kaizen and its Clients, as responsible users of the Internet. Any complaints about a Client's violation of this AUP should be sent to support@CampusKaizen.com.

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

Schedule D

Privacy & FERPA Policy

In the course of serving its Clients, Campus Kaizen LLC (“**Campus Kaizen**”) acquires, stores, and transmits Client communications and information that Clients may regard as private or sensitive. Some of this information - such as the Client's name, address, telephone number, and credit card data - is provided to Campus Kaizen by its Clients in order to establish service. Other information - such as the Client's account status, choice of services, and customer logs - is created and maintained by Campus Kaizen in the normal course of providing service. In addition, Campus Kaizen may store Clients' electronic mail and other communications as a necessary incident to the transmission and delivery of those communications. Lastly, by the sheer nature of the services provided, Campus Kaizen acquires, stores, and transmits student data that may be protected by the Family Educational Rights and Privacy Act. The way in which this data is protected is outlined later in this policy.

This Privacy Policy applies only to Campus Kaizen's treatment of data collected online and does not apply to any Campus Kaizen physical data collection practices or to the data collection practices of any third parties, Campus Kaizen's customers, or any entities affiliated with Campus Kaizen. Also, please note that use of Campus Kaizen's services constitutes acceptance of this Privacy Policy. Campus Kaizen's policies and procedures for handling customer and student information have been created with the understanding that Internet technologies are still evolving and that Internet business methods are continuing to evolve to meet the needs and opportunities of the changing technologies. As a result, Campus Kaizen's policies and procedures are subject to change. Changes will be disseminated, and Clients agree to be bound by those changes.

Data Security

Campus Kaizen protects the confidentiality of its Clients' information, account information, personal communications, and students' information. To secure the information collected online, prevent unauthorized access, maintain data accuracy, and ensure only appropriate use of information that is collected from customers, Campus Kaizen has implemented appropriate physical, electronic, and managerial procedures. Further, Campus Kaizen requires that employees keep customer information confidential. Campus Kaizen cautions its Clients that no medium of communication, including the Internet, is entirely secure. Accordingly, Campus Kaizen cannot be responsible for loss, corruption, or unauthorized acquisition and use of personal information provided to our website, or for any damages resulting from such loss, corruption, unauthorized acquisition, or unauthorized use. How is Client information used? Campus Kaizen may share Client information with selected partners, for example, to provide Clients with information about products which might be of interest to the Client or to enable the Client to take advantage of special partner programs. Campus Kaizen may also use Client information to provide Clients with system information or information about new or upgraded products.

In the case of a business transaction, including, without limitation, a merger or sale of a portion of Campus Kaizen's assets, Client information will likely be part of the assets transferred. In this event, Campus Kaizen will attempt to notify impacted Clients that their information has been transferred.

Disclosure of Customer/Student Information and Communications

Campus Kaizen will not otherwise disclose its Clients' personal and account information nor any student information that is stored on its servers unless Campus Kaizen has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Campus Kaizen, Campus Kaizen's Clients, or others, or where Campus Kaizen has a good faith belief that the law requires such disclosure. Campus Kaizen also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail, other electronic communications, or student information that Campus

(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number:CR067806

Contract Number:C033045

Vendor Number: V0000001507

Kaizen stores or transmits for its Clients. The circumstances under which Campus Kaizen will disclose such electronic Client communications are when:

1. it is necessary in order to provide service to the Client;
2. it is necessary to protect the legitimate interests of Campus Kaizen and its Clients;
3. it is required to cooperate with interception orders, warrants, or other legal process that Campus Kaizen determines in its sole discretion to be valid and enforceable; and
4. it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by Campus Kaizen and appear to pertain to the commission of a crime.

Campus Kaizen disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. Campus Kaizen will, however, review, delete, or block access to communications that may harm Campus Kaizen, its customers or third parties. The grounds on which Campus Kaizen may take such action include, but are not limited to, actual or potential violations of Campus Kaizen's Acceptable Use Policy.

Service Level Agreement (SLA)

The Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Subscription Term.

“**System Availability**” means the number of minutes in a year that the key components of the Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (i) scheduled maintenance, (ii) events of Force Majeure in the Agreement, (iii) malicious attacks on the system, (iv) issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or (v) inability to deliver Services because of acts or omissions of Customer or any User. Campus Kaizen reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and Campus Kaizen reserves the right to change its maintenance window upon prior notice to Customer.

Goal:

Campus Kaizen’s goal is to achieve 99.9% Service Availability for all customers.

Exceptions:

Exceptions are defined as any failure or deficiency of Service Availability caused by or associated with:

- a. Circumstances beyond Campus Kaizen’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics, servers or free scripts);
- b. Failure of access circuits to the Campus Kaizen Network, unless such failure is caused solely by Campus Kaizen;
- c. Scheduled maintenance and emergency maintenance and upgrades;
- d. DNS issues outside the direct control of Campus Kaizen;
- e. Issues with FTP, POP, IMAP, or SMTP customer access;
- f. False SLA breaches reported as a result of outages or errors of any Campus Kaizen measurement system;
- g. Customer’s acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, Drupal, MySQL, etc.), any negligence, willful misconduct, or use of the Services in breach of Campus Kaizen’s Terms and Conditions;
- h. E-mail or webmail delivery and transmission;
- i. DNS (Domain Name Server) Propagation;
- j. Outages elsewhere on the Internet that hinder access to your services. Campus Kaizen is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Campus Kaizen will guarantee only those areas considered under the control of Campus Kaizen: Campus Kaizen server links to the internet, Campus Kaizen routers, and Campus Kaizen servers.