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STUDENT INFORMATION SYSTEM CONTRACT

INSTITUTION

Aveda Fredric's Institute
7664 Voice of America Ctr. Dr.
West Chester, OH 45069

FAME

Financial Aid Management for Education, Inc.
6451 N. Federal Hwy., Ste. 501
Ft. Lauderdale, FL 33308

In consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Institution and FAME agree as follows:

SECTION A - SOFTWARE AND SERVICES SELECTED

- Student Information System:** This is the core system which tracks students at the Institution.
 - Product: Advantage Freedom
 - Hosted: Institution Third party FAME: Standard Premier SaaS: Standard Premier
 - Location(s): Single site Multi site
 - Annual enrollment cap (all sites combined): 300 students. User License Cap (FAME Hosted & SaaS): _____
- Modules:** Financial Aid Portal
- Interfaces:** Accounting Admissions Analytics Financial Aid Mobility Point of Sale
 Time & Attendance
- Implementation:** Project Mgmt Business Process Analysis Data Conversion Installation Software Configuration
- Services:** Training 1098T
- Software Maintenance:** Software Maintenance for the software selected above, and as further defined herein.

SECTION B - CONTRACT PROVISIONS

1. This page 1, the General Provisions, the Software License including Appendix A, and the Service Agreement collectively form the Student Information System Contract ("Contract"). The Software License including Appendix A, and the Service Agreement, are posted at <http://www.fameinc.com/legal-docs/>. The Institution represents and warrants that it has reviewed and accepted the terms of the Software License including Appendix A, and the Service Agreement.
2. This Contract is effective as of May 23, 2016 ("Effective Date"). The services purchased under the Service Agreement portion of this Contract begin with the Effective Date and shall remain in effect until October 31, 2017 ("Initial Term"). After this Initial Term, the Service Agreement will automatically renew each year for an additional year ("Renewal Term"). Either party may terminate the Service Agreement by providing Notice to the other at least 60 days prior to the expiration of the Initial Term or any Renewal Term.
3. If there are any Contracts currently in force between the parties, this Contract has one of the following effects on such Contract(s):
 Amends them Replaces them
4. During the Initial Term of the Service Agreement the prices for the services are outlined below. FAME must provide Notice to the Institution of any price changes at least 30 days prior to the Institution's deadline for notification of Service Agreement termination, as described above.

SECTION C - FEES

Interfaces: Mobility \$3,000 one time Implementation & Training fee, and \$450/month. Each additional site is \$50/month plus \$500 setup fee.
1 Terabyte of storage included in monthly fee, \$250/month for additional storage.

IN WITNESS WHEREOF, the parties have executed this Contract.

<p style="text-align: center;">Aveda Fredric's Institute</p> <p style="text-align: center;"><u>5/23/16</u></p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">GARY N. TRAME, SECRETARY</p> <p>Email: <u>GTRAME@AVI-WA.FI.EDU</u> <small>(to receive counter-signed copy)</small></p>	<p style="text-align: center;">FAME</p> <p style="text-align: center;"><u>8-8-2016</u></p> <p style="text-align: center;">Date</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Signature of Officer of FAME</p> <p style="text-align: center;">Bill Little President Name Title</p> <p>Email: <u>BLittle@FAMEinc.com</u></p>
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GENERAL PROVISIONS

1. **Application to Entire Contract.** The following General Provisions apply to this entire Contract including the Software License and its Appendix A and the Service Agreement. Additionally, the Definitions provided in Article 1 of the Software License portion of this Contract apply to this entire Contract.
2. **Relationship of the Parties.** The relationship between the parties hereto is solely that of independent contractors. Neither party shall have any power or represent that either has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. This Contract shall not be construed as constituting FAME and the Institution as partners, joint venturers or otherwise to create any other form of express or implied legal association or relationship between either of them capable of imposing any liability upon one party for the act or failure to act of the other.
3. **Absence of Third Party Beneficiary Rights.** No provision of this Contract is intended nor shall be interpreted to provide or create any third party beneficiary rights, and all provisions hereof shall be personal solely between the parties hereto.
4. **Confidential Contract.** This Contract shall be considered a confidential document. Except as otherwise herein provided, FAME and the Institution agree that neither this Contract nor any specific provision hereof shall be revealed or disclosed by it without the prior written consent of the other party, except to its agents or employees with a need to know or pursuant to court order or the requirement of any governmental regulatory authority. Notwithstanding the foregoing, FAME may state, advertise and/or otherwise promote the Institution's selection and/or use of FAME.
5. **Invoicing.** Service Agreement fees begin with the Effective Date of this Contract.
 - (i) Invoices are delivered via email and are due upon receipt. If payment is not received by month's end, the account is subject to:
 - (a) a Late Fee of 2 ¼ % per month on the unpaid balance, except for any amounts disputed in good faith. The Minimum Fee is \$35. Both the Late Fee and the Minimum Fee may be increased from time-to-time at the sole discretion of FAME; and
 - (b) interruption of the Service Agreement portion of this Contract at FAME's option, provided that: a) the Institution has failed to make a required payment, and b) FAME has provided the Institution with 30 days prior Notice of its intent to interrupt such service; and
 - (c) the application of money due the Institution, under any FAME contract with the Institution, against any of FAME's past due invoices.
 - (ii) All payments of obligations under this Contract shall be paid in U.S. dollars without deduction of any amounts relating to conversion of currency.
 - (iii) FAME shall be responsible for taxes on the net income and/or profits of FAME. The Institution shall pay all taxes and charges which may be imposed by any governmental entity during the term of this Contract arising from the acquisition, use, ownership or leasing of the Software and any equipment whether due before or after termination of this Contract. Subject to any applicable laws, the foregoing shall not apply if the Institution provides FAME with a valid tax-exempt certificate.
 - (iv) Incidents of returned checks are additional charges to the Institution.
 - (v) If the Institution terminates the Service Agreement portion of this Contract before expiration of its Initial Term or any Renewal Term, the Institution must pay all fixed fees due for the then current term of the Service Agreement.
6. **Third Party Performance.** Should FAME engage a subsidiary, affiliate, or an independent contractor to perform its duties and obligations under this Contract, FAME shall be responsible for such other party's performance of FAME's duties and obligations under this Contract.
7. **Hiring of Employees.** During the Initial Term, every Renewal Term and for a period of two years after the date that the Service Agreement portion of this Contract is terminated, the Institution and FAME agree not to hire or attempt to hire any employee(s) of the other organization.
8. **Acts Beyond FAME's Control.** FAME shall not be responsible for delays or failures in performance resulting from acts beyond its control, including, but not limited to, acts of God, strikes, riots, acts of terror or war, fire, communication line failures, or power failures.
9. **Assignment/Successors.** This Contract shall be binding upon the parties hereto, their successors, assigns and legal representatives. The Institution may not assign or otherwise transfer this Contract or any license granted herein, or delegate its duties herein, in whole or in part, without FAME's prior written consent.
10. **Waiver, Amendment or Modification.** The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Contract shall not be amended or changed by the terms of any purchase order, acknowledgment, invoice or similar document even though either party may have signed or accepted such documents, except as expressly stated below. No failure or delay by either party in exercising any right, power or remedy with respect to any of the provisions of this Contract shall operate as a waiver thereof.
11. **Headings.** Headings are included solely for convenience of reference, are not to be considered a part of this Contract, are not intended to be full or accurate descriptions of the contents thereof and in no way define, limit, expand or describe any of the terms and conditions and/or the scope or intent of this Contract.
12. **Severability.** If any provision of this Contract should be held by any court to be overbroad or unenforceable, all other provisions shall remain in full force and effect as fully as if the unenforceable provision was not included herein.
13. **Counterparts.** FAME will maintain an electronically stored copy of this Contract, signed by both parties, in its permanent files and will provide the Institution with an electronic copy of same. Both parties agree that such electronically stored copy of this Contract is a true, complete, valid and enforceable record to the same extent as an original of this Contract. Both parties further agree that such electronically stored copy of this Contract is admissible in any judicial proceeding between the parties and that neither party will contest the admissibility or enforceability of same in any such proceeding.
14. **Notices.** All notices will be provided via email to FAME or to the Institution ("Notice").
15. **Compliance with Laws.** FAME, in the operation of its business and in performing its duties and obligations under this Contract, shall at all times comply with all applicable federal, state, and local laws, rules and regulations, including without limitation, all applicable U.S. Department of Education rules and regulations, and with all applicable software and technology licenses and agreements which FAME is bound to.
16. **Insolvency or Bankruptcy.** Should either party hereto become insolvent, make an assignment for the benefit of its creditors, have a receiver appointed, or should a petition in bankruptcy be filed with respect to a party that is not dismissed within 60 days, same shall be a default of this Contract by that party.
17. **Warranty of Authority.** Each of the individuals signing this Contract represents and warrants that, he or she is authorized to do so by the legal representatives of the legal entity he or she represents and has full power, authority and capacity to execute this Contract for and on behalf of said legal entity.
18. **Governing Law, Venue, and Jury Trial.**
 - (i) No action, regardless of form, arising out of this Contract may be brought by the Institution more than one year after the alleged claim arose.
 - (ii) If FAME initiates legal action to collect any sums due FAME pursuant to this Contract, it shall be entitled to recover its reasonable attorneys' fees, costs, and expenses associated with any such action.
 - (iii) This Contract will be governed and construed by and in accordance with the laws of the State of Florida.
 - (iv) The Institution acknowledges that it is subject to personal jurisdiction in any court located in the State of Florida for any claims arising out of or relating to this Contract, and exclusive venue over such claims shall lie in the appropriate state or federal court in Broward County, Florida.
 - (v) The parties agree to waive trial by jury for any action related to this Contract.
19. **Entire Contract.** As noted on page 1, Section B, paragraph 3 of this Contract, the parties may have a contract(s) currently in force ("Prior Contract") in which case this Contract either amends or replaces such Prior Contract. If this Contract "amends" a Prior Contract, then the General Provisions, the Software License including Appendix A and the Service Agreement of this Contract supersede and replace in their entireties the General Provisions, the Software License including Appendix A and the Service Agreement of the Prior Contract. If this Contract "replaces" a Prior Contract, then the entirety of such Prior Contract is replaced and superseded by this Contract. If page 1, Section B, paragraph 3 is left unmarked, then this Contract represents a new contract between the parties. In all cases, this Contract, and any portion of a Prior Contract still in effect after amendment comprise the sole and entire understanding of the parties with respect to the subject matter hereof and any other representations or agreements, written or oral, are void and of no effect. This Contract, and any portion of a Prior Contract still in effect after amendment, can only be modified if both parties agree in writing, except as expressly stated below.

SOFTWARE LICENSE

RECITALS

1. WHEREAS, FAME desires to grant and the Institution desires to accept certain rights in and to the Software selected on page 1 and associated Documentation to enable the Institution to use the Software and the Documentation in exchange for the payment of license fees to FAME, subject to and in accordance with the terms and conditions of this License.

2. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, FAME and the Institution, intending to be legally bound, agree and covenant as follows:

ARTICLE 1. Definitions

1.0 **Certain Definitions.** The following terms shall have the meanings set forth below:

1.1 "Affiliate" means any person, organization, corporation, company, partnership or other entity who assists FAME in the fulfillment of this Contract, and/or whose software product(s) are embedded into or are otherwise operatively associated with the Software.

1.2 "Authorized Location" means the location at which the Software is hosted. As specified on page 1 in "Section A -- Software and Services Selected" of this Contract, the site at which the Software may be hosted will be at: (i) the Institution, or (ii) a third party host site, or (iii) FAME, or (iv) a Software as a Service (SaaS) site. In instance (ii), the third party host site may be selected by the Institution, but it must be approved by FAME. In instances (iii) and (iv), FAME contracts with one or more web hosting companies to perform the hosting on behalf of FAME. If the Institution relocates, and the Software is hosted at the Institution, then it must provide FAME Notice of its new physical location and the effective date of such relocation. Upon FAME's receipt of this information, the Authorized Location will be the new physical location.

1.3 "Confidential Information" means the Source Code, the Documentation and any other business and/or technical information of FAME, or of any Affiliate, including without limitation, know-how, trade secrets, algorithms, routines and/or other subject matter embodied in or used by any portion of the Software, the Source Code and/or the Documentation which may be disclosed or otherwise become known to the Institution at any time either under or in the course of performance of this License or otherwise, excluding only:

- (i) information already known by the Institution and which was acquired in a lawful manner other than subject to any obligation of confidentiality;
- (ii) information which is now or hereafter becomes a part of the public domain through no wrongful act or omission of the Institution or those acting in concert with the Institution;
- (iii) information lawfully received without obligation of confidentiality, from a third party who is free to disclose it; or
- (iv) information which the Institution can show by written evidence predating disclosure thereof by FAME had been independently developed entirely without reference to information received from FAME.

1.4 "Contract" shall have the meaning given on page 1, Section B of this Contract.

1.5 "Copyrights" means all worldwide copyrights in and to the Software and/or the Documentation, whether registered or unregistered, vested or inchoate.

1.6 "Data Conversion" shall have the meaning given in the Service Agreement portion of this Contract.

1.7 "Derivative Work" means a work that is based upon one or more pre-existing works, such as a revision, modification, translation (including compilation or recapitulation by computer), abridgement, condensation, expansion, or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute a copyright infringement.

1.8 "Documentation" means and is limited solely to instructions and other materials associated with the Software which are accessible to Software Users (defined below) via an Internet connection, or by any other means, and which assist such Software Users in operating the Software. All of these materials are for the internal use of only the employees and students of the Institution, and of any suppliers to the Institution that may require access to such materials in order to perform work requested by the Institution during the Initial Term and any Renewal Term of this Contract ("Software Users"). No Software Users, or any other person or entity, are permitted to distribute, copy or otherwise reproduce the Documentation. The Documentation does not include and expressly excludes the Source Code or right of access to the Source Code.

1.9 "Effective Date" shall have the meaning given on page 1, Section B of this Contract.

1.10 "Enhancement" means a revision of the Software for the purpose of Error Correction and minor improvements which do not materially alter the functionality of the Software.

1.11 "Enrolled Students" means the unduplicated sum of students enrolled in the Software at any time, in any given year within the Initial Term and any Renewal Term(s) of this Contract.

1.12 "Enrollment Cap" means the number of students indicated on page 1, Section A of this Contract, in the "Annual enrollment cap (all sites combined)" space, or as specified in any written modification of this Contract pursuant to paragraph 4.6 of the License.

1.13 "Error" means any condition of the Software which, when the Software is used for its intended purpose in a manner not inconsistent with the Documentation, causes or results in any:

- (i) materially incorrect or incomplete result;
- (ii) loss or inaccessibility of needed data;
- (iii) reasonably unexpected or unpredictable operation;
- (iv) unreasonable interruption or delay in operation; and/or
- (v) sustained inability to perform any function of the Software described in the Documentation.

1.14 "Error Correction" means the instructions and/or changes to the Software and/or the Documentation that FAME may make available to the Institution in order to correct or mitigate the effects of an Error.

1.15 "Go-Live Date" shall have the meaning given in the Service Agreement portion of this Contract.

1.16 "Infringement Indemnity" shall have the meaning given in Section 13.1 of this Contract.

1.17 "Initial Term" shall have the meaning given on page 1, Section B of this Contract.

1.18 "Intellectual Property Rights" means and shall be broadly construed to encompass any and all forms of intellectual property rights in or appertaining to the subject matter to which this term refers, irrespective of whether such rights may be based upon common law, statute, contract, treaty, convention or otherwise and to the full extent such rights may arise or be recognized under any law or regulation, either federal, state, local, foreign and/or international. Intellectual Property Rights shall include without limitation any and all patent rights, copyrights, rights in mask works, trade-secrets, trademarks, trade dress and all other forms of protection applicable to inventions, conceptions, ornamental designs, works of authorship, algorithms, trade secrets, utility models, or other forms of intellectual and/or industrial property.

1.19 "License" means the Software License as set forth in this document.

1.20 "Non-qualified Device" means:

- (i) any hardware, software, equipment, instrument or other item which is not Software, or the hardware employed by the Institution to run the Software;
- (ii) any Software supplied by FAME which has been modified by any party other than by an authorized representative of FAME; or
- (iii) any Software which is used in combination with a third-party product not approved or supplied by FAME; or
- (iv) the Software, if the Institution or any third party fails to incorporate any Error Correction, Enhancement, or Release into the Software within 30 days of the receipt of same.

1.21 "Notice" shall have the meaning given in paragraph 14 of the General Provisions.

1.22 "Prior Contract" shall have the meaning given in paragraph 19 of the General Provisions.

1.23 "Release" means any software developed and released by FAME or any Affiliate, during the term of this License which adds a functionality not associated with any of the then existing Software, including, without limitation, Enhancements and Error Corrections.

1.24 "Renewal Term" shall have the meaning given on page 1, Section B of this Contract.

1.25 "Software" means and is limited solely to the software identified on page 1, Section A of this Contract, and described in Appendix A, including the software of any Affiliate which may be embedded therein or otherwise operatively associated therewith, and any subsequent modifications, Error Corrections, Enhancements, Releases and/or Versions to the extent same are developed and released by FAME or any Affiliate, during the term of this License and no other software whatsoever. "Software" expressly excludes any Source Code or any right of access to Source Code.

1.26 "Software Maintenance" means the services rendered by FAME in connection with the provision of Error Corrections, Enhancements, Releases, and, Support services defined in the Service Agreement portion of this Contract.

1.27 "Software Users" shall have the meaning given in Section 1.8 of this Contract.

1.28 "Source Code" means the source code of the Software and the machine readable executable code, i.e. the form of the Source Code which can be read by a computer.

1.29 "Supplemental Support" shall have the meaning given in the Service Agreement portion of this Contract.

1.30 "Support" shall have the meaning given in the Service Agreement portion of this Contract.

1.31 "Training" shall have the meaning given in the Service Agreement portion of this Contract.

1.32 "Unique Users" shall have the meaning given in Section 1.33 of this Contract.

1.33 "User License Cap" means the sum of the number of employees of the Institution, and the number of employees and/or contractors of suppliers to the Institution that may require access to the Software in order to perform work requested by the Institution, which are collectively permitted by the Institution to use the Software during the Initial Term and any Renewal Term of this Contract ("Unique Users"). The number of Unique Users is indicated on page 1, Section A of this Contract, in the "User License Cap" space, or will be specified in any written modification of this Contract pursuant to Section 4.7 of this License. The User License Cap is in effect only if FAME hosts the Software for the Institution, or hosts the Software in order to provide it as SaaS.

1.34 "Version" means any software developed and released by FAME or any Affiliate, during the term of this License, which materially alters the functionality of the Software.

1.35 "Work Made for Hire" has the meaning ascribed to the term "work made for hire" under the copyright laws of the United States pursuant to 17 U.S.C. § 101 et seq.

ARTICLE 2. Grant of License

2.1 **Grant.** Subject to all terms and conditions of this License, including without limitation the obligation of the Institution to pay FAME fees under this Contract, FAME hereby grants to the Institution for and during the term of this License and the Institution hereby accepts for such term, a personal, non-transferable, worldwide, non-exclusive license under the Copyrights to use the Software for internal purposes only, and to have the Software installed only at the Authorized Location. Subject to the provisions of Section 1.8, FAME further grants the Institution for the aforesaid term and the Institution accepts for such term, the right of Software Users to access the Documentation and to use the Documentation for internal use only.

ARTICLE 3. Duration of License

3.1 **Effectiveness.** The License granted under Article 2 above shall commence on the Effective Date and shall continue in full force and effect until the date this License terminates or is terminated pursuant to any of the provisions of Article 14 below.

ARTICLE 4. Certain Limitations on Scope of Rights

4.1 **Time and Substantive Scope.** The License granted under Article 2 above is limited in time and substantive scope to its express terms. No additional or different rights are intended to be granted nor are the rights expressly granted to be extended or expanded by implication, by operation of the law, by construction of this License or otherwise.

4.2 **No Rights Apart from Product(s).** Without limiting the generality of paragraph 4.1 above, nothing in this License shall be construed to grant the Institution any right to distribute, give, and/or sell copies of any portions of the Software and/or Documentation.

4.3 **No Rights to Other Subject Matter.** With the sole and exclusive exception of those rights in the Software and Documentation granted in Article 2 above, and without limiting the generality of paragraph 4.1 above, nothing in this License shall be construed to grant the Institution distribution rights or other rights in or to any products, services or software or other subject matter owned, developed, licensed or otherwise held by FAME or its licensors.

4.4 **No Derivative Works.** The Institution is expressly prohibited from developing Derivative Works of the Software or the Documentation. Any Derivative Works conceived or recommended by the Institution or its employees or representatives shall become the sole Intellectual Property of either FAME or an Affiliate as the case may be.

4.5 **Other Products.** The Institution shall not develop, market or distribute, at any time during the term of this License or thereafter, any product or service which is based on or which incorporates or uses any portion of the Software, the Documentation and/or any Derivative Works based thereon.

4.6 **Enrollment Cap.** FAME will monitor the number of Enrolled Students in the Software each calendar year, and compare such number to the Enrollment Cap for that year. If the number of such students in a calendar year approaches the Enrollment Cap, FAME will, at its sole discretion, undertake one of the following actions:

- (i) provide Notice to the Institution of this fact so that an increase in the Enrollment Cap can be arranged at that time. If the Institution chooses not to increase the Enrollment Cap after notification by FAME, the Software will not allow the Institution to enter any students in excess of the Enrollment Cap during that calendar year; or
- (ii) not provide Notice to the Institution of this fact. In the event the Enrollment Cap is exceeded for that calendar year, FAME shall provide Notice to the Institution at the beginning of the next calendar year requiring it to increase the Enrollment Cap for such calendar year.

The Institution may increase the Enrollment Cap by: (i) purchasing a higher Enrollment Cap, and (ii) paying its associated higher Software Maintenance fee. Unless the Enrollment Cap is increased, the Institution shall not be permitted to add any students in the Software in excess of the Enrollment Cap then in effect. If the Enrollment Cap is increased, the fee for the increased Enrollment Cap and its associated higher Software Maintenance fee are due FAME within 30 days. Such higher Software Maintenance fee shall remain in effect for the Initial Term and any Renewal Term(s) except in the event: (i) the Institution purchases a new higher Enrollment Cap, or (ii) an increase takes place pursuant to page 1, Section B, paragraph 4 of this Contract, at which time the new, higher Software Maintenance fee shall become effective. The notification from FAME, and the Institution's payment of such higher Enrollment Cap and Software Maintenance fees, shall constitute a written modification of this Contract within the meaning of the General Provisions of this Contract.

4.7 **User License Cap.** FAME will control the maximum number of Unique Users. Unless the User License Cap is increased, the Institution shall be unable to have any additional users utilize the Software in excess of the User License Cap then in effect. The Institution may increase the User License Cap by purchasing a higher User License Cap. If the User License Cap is increased, the fee for the increased User License Cap is due FAME within 30 days. FAME will notify the Institution of the fee for the increased User License Cap, and such Notice and the Institution's payment of such higher User License Cap shall constitute a written modification of this Contract within the meaning of the General Provisions of this Contract.

4.8 **Availability of Support.** FAME may, from time to time, in its sole discretion, elect to no longer support older Releases of the Software. In this situation, FAME will provide the Institution two calendar months of advance Notice as an opportunity for the Institution to decide if it wishes to upgrade the Software to a more current Release that is eligible for Support. The Institution understands and agrees it must upgrade to a Release supported by FAME if it wishes to continue receiving Support for the Software. If FAME hosts the Software, FAME will automatically upgrade the Software in a timely manner.

ARTICLE 5. Reversion of Rights

5.1 **Reversion.** Immediately and automatically upon termination of this License for any reason, the License granted under Article 2 above shall terminate and all rights granted thereunder shall revert in their entirety to FAME, or an Affiliate, or to their successors and assigns.

ARTICLE 6. Reservation of Rights/Ownership

6.1 **Software and Documentation.** Subject only to the License under Article 2 above, FAME and the Institution acknowledge and agree that all right, title and interest in and to the Software and the Documentation and all Intellectual Property Rights in each of them, including without limitation the Copyrights, are and shall remain owned solely and exclusively by FAME, or an Affiliate, or to their successors and assigns.

6.2 **Source Code.** FAME and the Institution acknowledge and agree that all right, title and interest in and to the Source Code, and all Intellectual Property Rights in same, shall remain owned solely and exclusively by FAME, or an Affiliate, or to their successors and assigns.

ARTICLE 7. License Fee

7.1 **Amount.** The Institution shall pay FAME the fee(s) indicated on page 1. Payment of said fee(s) shall be an express condition precedent to the effectiveness of the License granted under Article 2 above.

ARTICLE 8. Software Maintenance, Training and Support

8.1 **Documentation.** FAME shall provide the Institution with one copy of all the Documentation described in Appendix A hereto. All Documentation shall be considered Confidential Information and the Institution shall not make copies of any portion(s) of the Documentation without the advance and express written consent of FAME. All copies of the Documentation shall remain at all times owned solely and exclusively by FAME, its successors and assigns. The Institution agrees to return all copies of the Documentation to FAME within 30 calendar days of any expiration, termination or rescission of this License.

8.2 **Support.** All Support and Training services as set forth in detail in the Service Agreement will be provided to the Institution by FAME.

8.3 **FAME Hosts the Software.** If FAME hosts the Software, the following shall apply:

- (i) FAME shall host the Software and all of the Institution's data with Rackspace or at another Tier 3 data center as outlined in ANSITIA-942 or equivalent, operated by an SSAE 16 certified host or equivalent;
- (ii) if the Institution selected Standard service, FAME shall use commercially reasonable efforts to guarantee that the Software, Documentation, and all of the Institution's data shall be accessible and functional at the hosted site via the Internet to the Institution and its Software Users 24 hours per day, 7 days a week, except during scheduled maintenance times;
- (iii) if the Institution selected Premier service, FAME shall guarantee that the Software, Documentation, and all of the Institution's data shall be accessible and functional at the hosted site via the Internet to the Institution and its Software Users 24 hours per day, 7 days a week, except during scheduled maintenance times, at a 99.9% availability rate, measured on a monthly basis. If there is an availability deficiency, the Institution's sole recourse will be to receive a hosting fees credit equal to a prorated portion of the month that the availability fell below the guaranteed rate.

FAME is not responsible for Internet delivery issues outside the data center being used by FAME.

8.4 **Notification of Errors.** The Institution shall promptly advise FAME in writing on FAME's Support database, or otherwise, of each Error which becomes known to the Institution at any time during the term of this License and shall provide FAME a written description of the nature of the Error and the operating conditions and other relevant circumstances under which it occurred and was discovered.

8.5 **Error Correction.** FAME agrees to use commercially reasonable efforts to undertake an Error Correction of each Error which is brought to its attention by the Institution or otherwise becomes known to FAME during the term of this License.

8.6 **Implementation of Corrections.** FAME agrees to provide the Institution with Error Correction to the Software and/or the Documentation as FAME, in its sole discretion, may deem advisable. The Institution agrees to promptly implement such Error Correction at its sole expense. If FAME hosts the Software, FAME will automatically implement such Error Correction in a timely manner.

8.7 **Implementation of Enhancements and Releases.** FAME may, from time to time, in its sole discretion, issue Enhancements, containing Error Corrections, minor improvements, and, in certain instances, if FAME so elects, Releases. As long as the Institution is not in default under this Contract, FAME shall provide the Institution with one copy of each Enhancement and each Release without additional charge. FAME shall provide reasonable assistance to help the Institution install each Enhancement and each Release, provided that such assistance, if required to be provided at the Institution's facility, shall be subject to the fee for Training as indicated on page 1. If FAME hosts the Software, FAME will automatically provide Enhancements and Releases in a timely manner.

8.8 **Implementation of New Versions.** From time to time, FAME may, in its sole discretion, issue a new Version of the Software, and offer such new Version to the Institution under such reasonable terms and conditions as may be established by FAME not inconsistent with any of the terms and conditions of this Contract relating to the Software and/or Support thereof. Except as expressly provided in writing elsewhere in this Contract or another contract between the parties, FAME shall have no obligation, express or implied, to issue a new Version of the Software or provide the same to the Institution, nor shall the Institution have any obligation to accept any such new Version unless FAME will be discontinuing Support for an older Version currently used by the Institution and the Institution wishes to continue receiving Support for the Software. In the event the Institution elects to accept a new Version, FAME shall provide reasonable assistance to help the Institution install each new Version, provided that such assistance, if required to be provided at the Institution's facility, shall be subject to fees for Implementation and Training. In the event the Institution elects to accept a new Version hosted by FAME, FAME shall provide Training at the request of the Institution and for a fee.

8.9 **No Modifications by Institution.** The Institution shall not have any right to make or to authorize the making of any modifications, additions to, deletions from, or other changes of any kind to any portion of the Software and/or Documentation.

8.10 **Works Made for Hire.** Notwithstanding any other provisions of this Contract, in the event the Institution has any software or other written materials prepared by or on behalf of the Institution to correct any Error or which for any other reason makes any modification, addition to, deletion from or other change to any portion of either the Software and/or the Documentation, the Institution acknowledges and agrees that such work shall be considered a Work Made For Hire and that such software and materials together with all worldwide copyrights therein shall be owned solely and exclusively by FAME, or an Affiliate, or to their successors and assigns.

ARTICLE 9. Institution's Data

9.1 **Confidentiality of Institution's Data.** All of the Institution's data shall be deemed confidential. This data includes, but is not limited to, all data uploaded, stored, and/or inputted into the Software or any service provided by FAME hereunder, all data related to the Institution's business, financial information, human resources information, business planning and strategic information, information about all current students, prospective students, and alumni, recruiting information, academic records, attendance records, registration information, financial aid information, career application information, tuition information and billing information. FAME agrees that it shall not, during the term of this Contract or any times thereafter, use, commercialize, mine, or disclose the Institution's data to any person or entity, except to FAME's own employees or contractors that are performing support and/or troubleshooting, or to auditors employed by the Institution. FAME may not monitor, access, or view any of the Institution's data except as expressly provided herein. FAME shall use at least the same degree of care in safeguarding the Institution's data as it would use in safeguarding its own Confidential Information, but never less than due diligence and care. Should FAME ever be required by law to disclose any portion of the Institution's data, FAME shall use commercially reasonable efforts to provide Notice to the Institution of such requirement, so the Institution can take whatever steps it deems necessary to either object to, or limit, any such disclosure. The Institution's data shall at all times remain the property of the Institution and FAME shall have no rights therein, except as may be required for FAME to perform its obligations under this Contract.

9.2 **Data Backup.** If FAME hosts the Software, it shall perform a complete backup of the Institution's data once per day. FAME shall securely store all such backup data, and at FAME's own cost and expense.

9.3 **Disposal of Data.** If FAME hosts the Software, the following is applicable. Notwithstanding anything to the contrary contained in this Contract, if the Institution is current in its payments to FAME under this Contract, within 5 business days following termination of this Contract for any reason, FAME shall provide the Institution with a complete copy of all of the Institution's data in standard Microsoft SQL Server format. The Institution will pay all reasonable costs incurred by FAME in connection with FAME providing a copy of the Institution's data to the Institution. Upon written confirmation by the President of the Institution that it has received all of its data in the format noted above, and that the Institution shall no longer require any data from FAME, FAME shall, within 5 business days thereafter, permanently delete all such data from all of FAME's systems, including backup systems, and whether the data is stored locally by FAME, or with a third-party storage provider. If the Institution fails to acknowledge receipt of the data within 90 days of the date of the transfer by FAME, the Institution agrees that FAME shall be permitted to permanently delete all such data from all of FAME's systems, including backup systems.

ARTICLE 10. Warranties of Title and Against Infringement and Certain Disclaimers

10.1 **Title.** FAME represents and warrants that it holds all right, title and interest, or has acquired sufficient rights by license or other contract, in and to the Software, the Documentation and the Copyrights, which are necessary to enter into this License.

10.2 **No Conflicting Obligations.** FAME and the Institution each represent and warrant to the other that to the best of their respective knowledge, information and belief there is no suit, action, arbitration or legal or administrative or other proceeding, or governmental investigation, pending or threatened against them the outcome of which could materially impair their ability to fulfill their respective obligations under this License.

10.3 **No Known Infringements.** FAME has not performed a patent search or other investigation of any kind but to the best of its knowledge, information and belief as of the Effective Date, it is not aware of any valid and subsisting U.S. Patents, copyrights, or other proprietary rights of third parties which present a significant risk of being infringed by the Software and/or the Documentation.

ARTICLE 11. FAME Software Warranty and Certain Disclaimers

11.1 **Conformity with Documentation.** Except as expressly provided above, the sole and exclusive warranty made by FAME in regard to the Software, the Documentation or any other subject matter within the scope of this License is that the Software, if properly installed on a computer system that meets or exceeds the minimum hardware and software requirements as defined in the Service Agreement under Technical Support Services as one of the Institution's Responsibilities, will be capable of operation in substantial conformity with the Documentation.

11.2 **Disclaimer.** FAME and each Affiliate do not make and hereby expressly disclaim any and all representations and/or warranties that the Software and/or the Documentation are free of errors, including without limitation any Errors or other defects and/or that the use of the Software will be uninterrupted and/or error free.

ARTICLE 12. Other Disclaimers and Limitations

12.1 **DISCLAIMERS.** EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ARTICLES 10 AND 11 ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. FAME AND EACH AFFILIATE EXPRESSLY DISCLAIM AND DO NOT MAKE ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE SOFTWARE, THE DOCUMENTATION, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

12.2 **LIMITATIONS OF FAME LIABILITY.** NEITHER FAME NOR ANY AFFILIATE SHALL BE LIABLE TO THE INSTITUTION FOR ANY EXEMPLARY, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, OR FOR ANY LOST PROFITS, REVENUES, OR BUSINESS, ARISING OUT OF THE LICENSE, DELIVERY, INSTALLATION, OPERATION, MAINTENANCE, USE, MISUSE AND/OR SUPPORT OR ANY INACCURACY, INCOMPLETENESS, OBSOLESCENCE, DEFECT, DEFICIENCY, UNRELIABILITY OR OTHER CONDITION OF THE SOFTWARE AND/OR THE DOCUMENTATION OR LACK THEREOF IRRESPECTIVE OF WHETHER ANY SUCH CLAIM ARISES IN TORT, CONTRACT OR OTHER THEORY OF LIABILITY AND WHETHER OR NOT FAME OR ANY AFFILIATE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL FAME'S OR ANY AFFILIATE'S LIABILITY FOR DAMAGES HEREUNDER, IF ANY, EXCEED THE AMOUNTS ACTUALLY PAID TO FAME BY THE INSTITUTION UNDER THIS LICENSE.

ARTICLE 13. Indemnification

13.1 **Indemnification of Institution.** Except as provided pursuant to paragraph 13.2 below, FAME agrees to indemnify, defend and hold the Institution, its officers, directors, managing agents and/or employees harmless from and against any and all, compensatory damages, harm, loss, expenses, attorney's fees, liability, awards, costs, judgments, orders and/or decrees based on or arising out of any claim, suit, cause of action, demand and/or proceeding alleging that any portion of the Software and/or the Documentation has been misappropriated, stolen and/or infringes any patent, copyright or trade secret right of any third party ("Infringement Indemnity"). If a claim for an Infringement Indemnity is or is likely to be made, based on the Software or the Documentation, FAME will, at its own expense and in its sole discretion, exercise one of the following: (i) obtain for the Institution the right to continue to use and license the Software consistent with this License, or (ii) modify the Software so it is non-infringing and in compliance with this License, or (iii) replace the Software with non-infringing software that complies with this License, or (iv) accept the return of the infringing Software and refund the fees paid under this License, at which time this License shall terminate immediately and the Institution will no longer be entitled to use the Software or be entitled to any indemnification hereunder with regard to any use of the Software after such date of termination.

13.2 **Certain Limits on Indemnification of Institution.** Notwithstanding paragraph 13.1 above, FAME shall have no obligation to indemnify, defend or hold the Institution or others harmless from any form of trademark, service mark, trade name, trade dress or company name infringement, dilution or unfair competition, or under any circumstance where the subject matter claimed to have been misappropriated and/or stolen and/or whose being made sold, offered for sale, used, copied and/or distributed, forms the basis for any allegation of infringement which is not confined solely and exclusively to the Software and/or the Documentation.

13.3 **Further Limits on Indemnification of Institution.** Notwithstanding paragraphs 13.1 and 13.2 above, FAME shall have no obligation to indemnify, defend, or hold the Institution harmless based on any suit or claim which either would not lie and/or which would have been subject to a complete defense but for a breach of this License by the Institution.

13.4 **Indemnification of FAME.** The Institution agrees to indemnify, defend and hold FAME harmless from and against any claim, suit, action, demand, proceeding, award, liability, loss, fee, costs, expenses (including court costs, reasonable attorney's fees, expert witness fees, travel expenses and/or damages of any kind) suffered by FAME and/or licensors of FAME in connection with any failure by the Institution to satisfy any of its obligations under this License, and arising from any act, negligence, omission, or unperformed obligation of the Institution alleged to have caused harm to a third party, and, to undertake at the Institution's sole expense whatever action may be reasonably necessary to remedy such failure and/or mitigate its foreseeable effects.

ARTICLE 14. Term and Termination

14.1 **Term.** Unless terminated sooner pursuant to paragraph 14.2 below, this License and the License granted under Article 2 hereof shall remain in effect perpetually.

14.2 **Termination.** FAME may terminate this License in the event of any material breach by the Institution, including, without limitation, a failure to timely pay the then current Software Maintenance fees as invoiced to the Institution, which remains uncured 30 calendar days after FAME provides the Institution Notice of such breach. Such termination shall occur and be effective as of the first calendar day following the end of said 30 day cure period.

ARTICLE 15. Confidential Information

15.1 **Confidentiality.** The Institution acknowledges and agrees that all Confidential Information is and shall be held and treated as the confidential property of FAME or an Affiliate. For a period of five years after termination of this License, and in any event with respect to Confidential Information which is a trade secret, for so long as such Confidential Information remains a trade secret, the Institution agrees to and shall hold all Confidential Information in strictest confidence and shall exercise the utmost care to safeguard the confidentiality of the Confidential Information. The Institution agrees that except as provided in this License, no Confidential Information shall be duplicated or in any way provided or disclosed to others in whole or in part without the prior, express, written permission of FAME.

15.2 **Limitations.** The prohibitions on disclosure set forth in paragraph 15.1 above shall not apply to any disclosure of Confidential Information to a third party which disclosure is reasonably necessary to the exercise of the License granted under Article 2 or to fulfill any obligation imposed under this License, provided that the Institution shall take all reasonable steps to ensure the party to whom disclosure is made shall have been advised in writing and in advance of disclosure of the confidential nature thereof and shall be under an express written obligation to restrict its use of same for the purposes contemplated under this License, to exercise the utmost care to maintain the Confidential Information in strictest confidence and not to disclose same to any other person or entity.

ARTICLE 16. Miscellaneous

16.1 **Survival.** Notwithstanding expiration, termination or rescission of the License for any reason, the following rights, duties and/or obligations shall survive in their entireties and continue in full force and effect:

- (i) the Institution shall continue to be liable to FAME for all payments of license fees accrued under the License during the term of the License; and
- (ii) all duties of indemnification and defense under Article 13 of the License shall survive in their entireties; and
- (iii) all representations and warranties of both parties shall survive in their entireties; and
- (iv) Articles 4, 6, 9, 12 and 15 of the License and all rights and duties under each of them shall survive in their entireties.

16.2 Responsibilities of Institution. If the Institution or a third party selected by the Institution hosts the Software, the Institution shall be exclusively responsible for control of the use of Software including, but not limited to:

- (i) assuring proper computer and network configurations, program installation, audit controls, backup and restoration; and
- (ii) implementing security and accuracy of data input and security of data output, as well as restart and recovery in the event of malfunctions; and
- (iii) providing adequate storage media for data files and cataloging of programs; and
- (iv) providing adequate trained personnel to operate the Software.

16.3 Other Responsibilities of Institution. If FAME hosts the Software, the Institution shall be exclusively responsible for control of the use of Software including, but not limited to:

- (i) assuring proper computer and network configurations, Internet access, audit controls; and
- (ii) implementing security and accuracy of data input; and
- (iii) providing adequate trained personnel to operate the Software.

APPENDIX A

STUDENT INFORMATION SYSTEM: The products have the functionality generally described below.

Freedom: Admissions, Student Maintenance, Academics, Attendance, Student Accounts, Financial Aid, Refunds, Placement, and Default Management. In addition, there are Help files, Reports, Word Processing, Maintenance, and Utilities.

Advantage: Admissions, Student Information, Academics, Attendance, Student Accounts, Financial Aid, Faculty, Human Resources, Placement, Appointments/Tasks Tracking and System. In addition, there are Help files, Reports, and Maintenance.

MODULES: FINANCIAL AID This module in Freedom includes need analysis, ISIRs, student eligibility/verification, budgeting, awarding/packaging, auto posting of Pell and Direct Loan disbursements to students' accounts, award letters and other forms generation, and Enrollment Reporting. This module in Advantage includes all the above financial aid processing capabilities and many more feature rich attributes.

MODULES: PORTAL This provides students, faculty and employers access to the Software via the Internet.

INTERFACES: These provide the ability to import and/or export data with the third party applications listed.

SERVICE AGREEMENT

This Service Agreement includes the Services selected on page 1.

IMPLEMENTATION AND TRAINING SERVICES

IMPLEMENTATION: FAME shall conduct a planning session with personnel of the Institution for the purpose of discussing: Project Management, Business Process Analysis, conversion of the Institution's data into the Software ("Data Conversion"), Installation of the Software, and Software Configuration, all as indicated on page 1. Such planning shall take place by means of a telephone conference call, interactive web session, or other mutually agreed upon arrangement. Except when FAME hosts the Software, FAME and the Institution shall be mutually responsible for installation of the Software.

TRAINING: Training is designed to familiarize the Institution's personnel with the use and operation of the Software ("Training"). FAME shall conduct Training sessions by telephone, web session and/or visits to the Institution prior to the Institution's live use of the Software ("Go-Live Date"). The Training sessions shall be scheduled as reasonably agreed to by FAME and the Institution. Services performed prior to the Go-Live Date are Training, not Technical Support. After the Go-Live Date, FAME will provide Training when the Institution requests such services, at a mutually agreed upon schedule.

TECHNICAL SUPPORT SERVICES

TECHNICAL SUPPORT: Except when FAME hosts the Software, if the Institution has installed all Error Corrections, the latest Enhancement and the latest Release of the Software (if any), in consideration of the Institution's undisputed payment of the fees for Software Maintenance as set forth on page 1, Section C of this Contract, or any subsequent price change as described on page 1, Section B, FAME shall provide the Institution with technical assistance relating to the Software installed on hardware at the Authorized Location for use in connection with the operation of the Institution's internal business purposes during normal working hours for the entire term of this Service Agreement ("Support") as follows:

FAME'S RESPONSIBILITIES:

1. Maintain a trained staff of employees and/or consultants, which may include employees or agents of an Affiliate, capable of rendering the services set forth below in a prompt, efficient and workmanlike manner.
2. Manned telephone Support will be available Monday through Friday 8:00 am to 7:00 pm EST and EDT.
3. Monitored email Support will be available Monday through Friday 8:00 am to 7:00 pm EST and EDT.
4. Maintain toll free telephone lines that allow Institutional personnel to report issues relating to the Software and seek Support.
5. A request for Support will be responded to within 4 business hours.
6. A request for Support may be escalated to a technical support manager.
7. Use commercially reasonable efforts to provide access to its knowledgebase 24 hours per day, 7 days a week, except for previously announced scheduled maintenance.
8. Use commercially reasonable efforts to provide access to its Support database for logging new cases, and monitoring the status of existing cases 24 hours per day, 7 days a week, except for previously announced scheduled maintenance.
9. Provide Support through use of the Institution's access to the Internet, or any other means as determined by FAME in its sole discretion.
10. Upon the Institution's request and upon FAME's consent which shall not be unreasonably withheld or delayed, FAME, or a designee of FAME, shall visit the Institution to perform Support subject to the following terms and conditions:
 - (i) the Institution must experience a verifiable and reproducible Error, which in FAME's reasonable judgment, significantly impairs the operation of and/or the Institution's use of the Software; and
 - (ii) FAME is unable to perform the necessary corrective action without visiting the Institution; and
 - (iii) any services or parts provided by FAME during a visit to the Institution which are attributable solely to the diagnosis, repair or maintenance of items other than the Software shall be charged to the Institution at FAME's then current standard rates; and
 - (iv) all reasonable travel, lodging and meal expenses incurred by FAME and travel time charges (time spent traveling during normal business hours) when visiting the Institution shall be paid to FAME by the Institution.
11. FAME, at its option, may provide Support to assist the Institution with software and hardware difficulties that are not attributable to FAME's Software. This Support will cover items such as printers, modems, network operating systems and time clocks. Support will not be performed for third party hardware and software products, such as word processing, spreadsheets and other products that have no relationship to the Software.

INSTITUTION'S RESPONSIBILITIES:

1. The Institution agrees to cooperate reasonably with FAME in FAME's provision of Support, and shall procure, install and maintain all equipment, Internet access, telephone lines, communication interfaces, hardware or other facilities necessary to operate the Software at the Institution.
2. Except when FAME hosts the Software, the Institution agrees to provide FAME with sufficient access, support, data and test time on the Institution's hardware to: (i) duplicate any Errors; (ii) verify that the problem is with the Software; and (iii) verify that the problem has been corrected.
3. The Institution agrees to install and maintain at its sole expense, for the term of this Service Agreement, Internet access. FAME, at its option, may use this Internet access when providing Support. All costs of the use of the Internet access, pursuant to this Service Agreement, shall be borne by the Institution.
4. Except when FAME hosts the Software, the Institution agrees to install on the Institution's computer system the latest Error Correction, Enhancement and Release within a maximum of 30 days from the date the Institution is notified of the availability of same.
5. The Institution agrees to use computer equipment that meets or exceeds the minimum requirements as listed on FAME's website as System Requirements for Software. The Institution further understands that if FAME offers a new Release of the Software, the Software may have different minimum hardware and software requirements.

LIMITATIONS:

1. The following constitute "Supplemental Support" which are subject to payment by the Institution at the hourly rate indicated on page 1:
 - (i) repair or service of Software required because of: (i) improper use, unauthorized use, negligent use, abuse, or theft; (ii) natural disasters such as flood or earthquake; (iii) strikes, riots or acts of terrorism, war or nuclear disaster; (iv) repairs, maintenance, modifications, or relocation and reinstallation made by other than authorized FAME personnel or without FAME's supervision and approval; (v) unusual shock or electrical damage, accident, fire or water damage, air conditioning failure, humidity control failure, or a corrosive atmosphere harmful to electronic circuitry; and/or (vi) the Institution's uncured failure to perform its responsibilities set forth above;
 - (ii) services for the reconstruction of lost or altered files, data or programs;
 - (iii) services or parts provided by FAME for the repair or servicing of a malfunction caused by a Non-Qualified Device, and/or for efforts to isolate the cause of an Error which are increased as a result of a Non-Qualified Device;
 - (iv) installation of the Software on replacement hardware which requires FAME's assistance.
2. Notwithstanding any other provisions of this Contract, FAME shall have no obligation to provide Support for a Non-Qualified Device and the Institution shall be solely responsible for the compatibility of Non-Qualified Devices with the Software.
3. If rendition of Support is made significantly more difficult or is significantly impeded because of a Non-qualified Device, the Institution shall be responsible for temporarily removing such Non-qualified Device at the Institution's own risk and expense.
4. Support will not be performed for third party hardware and software products, such as word processing, spreadsheets and other products that have no relationship to the Software.

EXPLANATION OF FEES

1. The Institution will be charged for Implementation and Training services as indicated on page 1, Section C of this Contract. Training fees are subject to any subsequent price change as described on page 1, Section B.
2. The Institution will be charged for Support as part of the fee for Software Maintenance as indicated on page 1, Section C of this Contract, or any subsequent price change as described on page 1, Section B. Such fees shall begin 90 days after this Contract's Effective Date, or the Go-Live Date, whichever occurs first. If additional locations will have access to the Software, such as a branch campus or other location which the Institution identifies to FAME, any Software Maintenance fees for such location(s) will begin on the date each such location can access the Software at the Authorized Location.
3. The hourly rate for Supplemental Support is the rate at which FAME's Support staff will perform tasks on software and hardware difficulties that are not attributable to FAME's Software.
4. There will be no charge to the Institution for resources that FAME expends in providing Error Correction to the Institution if FAME does not have to travel to the Institution in order to perform Error Correction.

LIMITATION OF LIABILITY

NEITHER FAME NOR ANY AFFILIATE SHALL BE LIABLE TO THE INSTITUTION FOR ANY EXEMPLARY, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, OR FOR ANY LOST PROFITS, REVENUES OR BUSINESS, ARISING OUT OF THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS SERVICE AGREEMENT IRRESPECTIVE OF WHETHER ANY SUCH CLAIM ARISES IN TORT, CONTRACT OR OTHER THEORY OF LIABILITY AND WHETHER OR NOT FAME OR ANY AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FAME'S OR ANY AFFILIATE'S LIABILITY FOR DAMAGES UNDER THIS SERVICE AGREEMENT, IF ANY, EXCEED THE TOTAL AMOUNT PAID TO FAME BY THE INSTITUTION UNDER THIS SERVICE AGREEMENT DURING THE PREVIOUS 12 MONTHS OR PORTION THEREOF IMMEDIATELY PRECEDING THE INCIDENT THAT RESULTED IN A CLAIM.