

ON-SITE HOSTING SERVICES TERMS

If Licensee has chosen On-Site Hosting, then the following terms apply:

1. Initial Term and Fees

Upon the Start Date indicated on the applicable Order and Pricing Schedule, Infinite Campus shall provide Licensee with the Infinite Campus On-Site Hosting Services according to the quantity indicated on the applicable Order and Pricing Schedule.

2. Services

During each term of the Agreement, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following services (the "Application Hosting Services") to Licensee:

2.1 Included Services.

- a) Infinite Campus will determine the system components (including but not limited to the number and type of applications server(s), database server(s), and load balancing hardware) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required and may change from time to time as system requirement change.
 - b) Infinite Campus shall provide access to a digital information processing, transmission, and storage system (the "System Hardware") enabling Licensee to perform operations using a single Production instance of the Infinite Campus Products. Computing hardware, system software, database software, and database storage shall be located at Licensee's facilities.
 - c) Infinite Campus will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Java, drivers, and SSL certificate(s).
 - d) In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:
 - The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
 - Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
 - Licensee may not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
 - Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
 - Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- e) Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site-specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.
 - f) Infinite Campus will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Infinite Campus will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Infinite Campus is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.
 - g) In addition to the single "Production" system environment, Infinite Campus will provide an additional test and training environment ("Sandbox") for the purpose of testing upcoming updates or code changes, training end users in a non-Production environment and other non-Production uses upon the request of the Licensee.
 - h) Infinite Campus shall create and maintain a backup plan whereby Licensee Content is backed up to an Infinite Campus owned remote data center located at 4321 109th Avenue NE, Blaine, MN 55449 ("Remote Data Center"), which is subject to change from time to time at Infinite Campus' sole discretion. Infinite Campus shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.
 - i) Infinite Campus shall maintain backup servers and data communications connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Infinite Campus shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

2.2 Additional Services.

- a) Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting documentation of the analysis is required. The resulting documentation is the defined supported environment, identifying all network components, including, but not limited to, firewalls, proxy servers, routers, and switches. This can be provided by the Licensee, accomplished with Licensee resources, or can be provided by Infinite Campus for an additional fee.
- b) Infinite Campus will ship System Hardware, preconfigured, to a location determined by Licensee. For an additional fee, Infinite Campus can perform the installation of the System Hardware in the Licensee data center.

2.3 Excluded Services.

- a) Support of Client desktop computers;
- b) Support or diagnosis of Local Area Network connectivity; and
- c) Local Area Network device configuration such as proxy servers.

3. Use and Availability of Services

- 3.1 Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Infinite Campus may undertake from time to time; or (iii) causes beyond the control of Infinite Campus or which are not reasonably foreseeable by Infinite Campus, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, or other failures (collectively "Downtime").
- 3.2 Infinite Campus shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.
- 3.3 Licensee's use of Infinite Campus servers are limited to running Infinite Campus products. Production database and application servers shall not be used by Licensee for purposes other than providing end-user access to Infinite Campus products.

4. Security

Infinite Campus shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Infinite Campus and persons specifically designated by Licensee. Infinite Campus shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Infinite Campus shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

- a) firewall protection of the Remote Data Center;
- b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and

- c) protection from network attack or other malicious harmful or disabling data, work, code, or program.

5. Access to System

In order to provide Included Services, Licensee will provide the following access, restricted to Infinite Campus' and/or Infinite Campus' authorized service provider's Class C IP address range:

- a) MS Remote Desktop Access on port 3389;
- b) http access on port 80;
- c) https access on port 443; and
- d) Campus administration (backups and updates) on port 4329 out from all Infinite Campus provided servers.

6. Change Management

For all Production environments, Infinite Campus will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the service resources and in implementing application patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

- a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
- b) written notice of application changes and modifications to screens or code;
- c) pre-testing of changes, including any modifications to screen or code in Infinite Campus or Licensee non-Production environments; and
- d) coordination of the implementation of the Change Event with the Licensee.

7. Hardware Failure

In the event of hardware failure Infinite Campus will correct the failure through one of the following, at the sole discretion of the Infinite Campus:

- 7.1 Replace entire unit. Upon notice of the hardware failure, Infinite Campus will immediately begin the process of shipping a replacement unit. Typical replacement time is twenty-four (24) hours, and in no event will be greater than seventy-two (72) hours.
- 7.2 Onsite Service. When appropriate, on-site service from a certified hardware technician, with a service level of next business day.
- 7.3 Field replaceable. When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.

8. Proprietary Rights

- 8.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text

(the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

- 8.2 Use for Performance. In consideration of Infinite Campus' satisfactory performance of all obligations of this Agreement, for the term of the Agreement, Licensee grants to Infinite Campus a nonexclusive, worldwide, royalty-free right to use, copy, display, and transmit, on and via the Internet, the Licensee Content, solely for the benefit of Licensee and in accordance with Infinite Campus' performance or enforcement of this Agreement. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.
- 8.3 Alterations. Except as provided herein, in the Agreement, or by law, Infinite Campus may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
- 8.4 Ownership of Licensee Content. Infinite Campus acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) business days of any termination of the Agreement, Licensee shall remove or request that the Infinite Campus remove on a fee-for-service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same.
- 8.5 Disclosure. Infinite Campus may not disclose Licensee

Content to any third party except: (i) its employees, consultants, and subcontractors who need access to such information and solely for purposes of providing services to Licensee under the Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in the Agreement; (ii) to the extent it was already capable of being known by or in the possession of the third party without restriction on use or disclosure; or (iii) to the extent compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction, provided that Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

9. Assurance of Licensee

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

10. Hold Harmless

Licensee will defend, hold harmless, and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right.