

SOFTWARE SUPPORT SERVICES TERMS

If Licensee has agreed to pay for software support services as stated on the applicable Order and Pricing Schedule, 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 Software Support Services according to the fees indicated on the applicable Order and Pricing Schedule.

2. Infinite Campus Services

During the term of the License, 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 Infinite Campus Services (the "Software Support Services") to Licensee:

- 2.1 Software Maintenance. Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.
- 2.2 E-Support Services. Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.
- 2.3 Telephone Support Services. Responses to Licensee's Authorized Representatives technical and product questions of the licensed Infinite Campus Products via telephone.

3. Hours of Service

Infinite Campus' personnel shall be normally available either via phone or email Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Time. Infinite Campus' offices are closed in observance of the following holidays: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

4. Authorized Contact Personnel

Licensee shall identify up to three (3) authorized support contacts. Two (2) of the contacts will be responsible for functional issues experienced by end users and one (1) will serve as the technical contact. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Infinite Campus at any one time. Licensee shall provide Infinite Campus with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Infinite Campus informed of changes made to this authorization list as they take place.

5. Payment

- 5.1 Adjustment of Support Fees. Infinite Campus may change the support and site service fees on the applicable Order and Pricing Schedule at any time by providing thirty (30) days prior written notice to Licensee.
- 5.2 Costs Related to Modified Software. If Infinite Campus corrects defects or problems attributable to errors made by

Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Infinite Campus for such corrections at then-current Infinite Campus' standard rates.

- 5.3 Diagnostic Expenses. In the event Infinite Campus performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Infinite Campus subsequently demonstrates the Infinite Campus Products conforms to specifications as described in the Infinite Campus End User License Agreement, Licensee will reimburse Infinite Campus for such services at then-current Infinite Campus' rates.

6. Major Alarm

- 6.1 Definition of a Major Alarm. A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus Products that results in the inability by Licensee to use the Infinite Campus Products, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e., report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus Products.

- 6.2 Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Infinite Campus will work diligently to solve all Licensee problems; however, Infinite Campus cannot provide any guarantee as to when a Major Alarm will be resolved.

- 6.3 Response Time for a Major Alarm.

- a) E-support response time – within two (2) hours.
- b) Phone support – within one (1) hour.

7. Non-Major Alarm

- 7.1 Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Infinite Campus will work diligently to solve all Licensee problems; however, Infinite Campus cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

- 7.2 Response Time for a Non-Major Alarm.

- a) E-support response time – within two (2) business days.
- b) Phone support – within one (1) business day.

8. Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement software and associated documentation remain the property of Infinite Campus and constitute a trade secret of Infinite Campus. Licensee further agrees that corrected or replacement software and associated documentation are subject to the terms of the Agreement.

9. Modifications Excluded

Infinite Campus shall not be obligated to provide maintenance services with respect to any modifications to the software made

by Licensee or to any computer program or software incorporating all or any part of the Infinite Campus Product(s).

10. Access to Data and Computer

On request, Licensee agrees to provide Infinite Campus with printouts of the software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Infinite Campus with access to Licensee's computer and further agrees to provide sufficient computer time to enable Infinite Campus to duplicate the problem, determine that it results from the software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.