

## MASTER SOFTWARE LICENSE AGREEMENT

This is a Master Software License Agreement ("Agreement"), made as of January 29th, 2018 (the "Effective Date") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 20270 NW AmberGlen Court, Suite 100, Hillsboro, OR 97006 ("Huron") and the University of Vermont and State Agricultural College, a non-profit educational corporation and an instrumentality of the State of Vermont, with an office located at 85 South Prospect Street Burlington, VT 05405 ("UVM", "Licensee"). Huron and Licensee may individually be referred to as a "Party" or together as the "Parties".

### 1. Recitals.

- 1.1 Huron is a provider of proprietary software products and related maintenance services;
- 1.2 Licensee desires to license Huron's proprietary software products and purchase related maintenance services; and
- 1.3 In consideration of the mutual promises set forth in this Agreement, Huron and Licensee agree to the following:

### 2. License Schedules. Licensee may license Huron's proprietary software products ("Software") and purchase related maintenance services ("Maintenance") as specified in a written document referred to herein as a "License Schedule". Each License Schedule may include, without limitation, the Software product, fees, duration and scope of the license, and any special terms agreed to by the Parties. Each License Schedule must be signed by both Parties and will incorporate all of the terms and conditions of this Agreement as though fully set forth therein. In the event of a conflict between any of the terms of this Agreement and the terms of a License Schedule, the terms of the License Schedule shall prevail with respect to the Software and/or Maintenance that is the subject of such License Schedule. Changes to any License Schedule shall be made only in a writing executed by authorized representatives of both Parties.

### 3. Fees, Payment and Delivery.

- 3.1 Licensee shall pay the fees for the Software and/or Maintenance in the amounts specified in an applicable License Schedule. Those fees do not include taxes and other governmental charges (which will be separately identified in Huron's invoices).
- 3.2 Licensee is responsible for and will pay for all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with the furnishing of Software and/or Maintenance, excluding taxes rightfully assessed on Huron's taxable income.
- 3.3 Unless otherwise set forth in an applicable License Schedule, all invoices are due and payable by Licensee net forty-five (45) days from the date of receipt of Huron's invoice. Amounts remaining outstanding for more than thirty (30) days (past due), will be subject to an interest charge of 1.0% per month from the past due date. Huron reserves the right to suspend Maintenance if undisputed invoices are not timely paid, in which event Huron will not be liable for any resulting loss, damage or expense in connection with such suspension.
- 3.4 Unless otherwise set forth in an applicable License Schedule, Huron will deliver the Software by electronic means. Delivery is deemed completed when Huron successfully (i) makes the Software available on a Huron server to be downloaded; and/or (ii) provides Licensee with a method of accessing and downloading the Software.

### 4. Software License.



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6. Maintenance. Unless otherwise set forth in a License Schedule, Huron will provide Maintenance for the Software in accordance with the attached Exhibit A, Maintenance Terms and Conditions upon payment of all applicable Maintenance fees.

7. Confidential Information.

7.1 Obligations as to Confidential Information. Either Party may, in connection with this Agreement, disclose (the "Disclosing Party") to the other Party (the "Receiving Party") information considered confidential or proprietary information ("Confidential Information"). Information shall be considered Confidential Information if marked confidential or proprietary, identified as confidential in nature by the Disclosing Party at the time of disclosure, or which by its nature is normally considered confidential or provides the Disclosing Party with a competitive advantage. Confidential Information includes, and is not limited to, the terms and conditions and prices under this Agreement or License Schedule, or any Software and/or Maintenance specifications, benchmark or testing results. A Receiving Party shall (i) limit access to and use of a Disclosing Party's Confidential Information to those of the Receiving Party's employees and third party agents that require such access and use in connection with a license or performance of an obligation under this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Section 7; (ii) not disclose Disclosing Party's Confidential Information to third parties, unless authorized under this Section 7.1; (iii) protect the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party's Confidential Information for any purpose except as permitted hereunder. Each Receiving Party shall take appropriate action with its employees, or third party agents to satisfy its obligations hereunder.

7.2 Exceptions. Nothing in this Section 7 shall prevent a Receiving Party from disclosing Confidential Information to the extent that such Confidential Information is: (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (v) disclosed without similar restrictions to a third party by the Disclosing Party; or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation. For the

avoidance of doubt, the Software, while Confidential Information, shall not be subject to the exceptions set forth in this Section 7.2, and shall remain confidential and subject to its license terms.

- 7.3 **Mandatory Disclosure.** If any judicial, legislative or administrative body requests or threatens to compel disclosure of Confidential Information, the Receiving Party shall, unless legally prohibited, promptly notify the Disclosing Party. The Receiving Party will comply with reasonable requests of the Disclosing Party (at Disclosing Party's expense) to assist Disclosing Party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information, and Receiving Party may then disclose Confidential Information only if, and to the extent, required by law.
- 7.4 **Miscellaneous.** Nothing herein shall be construed so as to prevent a Disclosing Party from disclosing to others its own Confidential Information. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement. All press releases regarding this Agreement in which the other Party is named shall be subject to the prior written approval of the other Party, however, nothing herein shall prohibit Huron from including Licensee's non-stylized name in a simple list of clients solely to indicate a client relationship with (not endorsement of) Huron. The use of any logo shall be by express written permission only. Client may withdraw such consent at any time with reasonable notice. The obligations of confidentiality under this Section 7 shall survive termination of the Agreement.
- 7.5 At the conclusion of the term of this Agreement, the Receiving Party shall return and/or destroy all Confidential Information received from the Disclosing Party upon, and in accordance with, direction from the Disclosing Party. Except as set forth below, the Receiving Party shall not retain copies of any Confidential Information received from the Disclosing Party once the Disclosing Party has directed the Receiving Party as to how such information shall be returned to the Disclosing Party and/or destroyed. Furthermore, the Receiving Party shall ensure that it disposes of any and all Confidential Information received from the Disclosing Party in an approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). Notwithstanding the above, the Receiving Party may retain archival copies only to the extent required by law or created in the ordinary course of the Receiving Party's business, provided the Receiving Party shall make no unauthorized use of such copies and retains it subject to the confidentiality obligations of this Agreement until such time as the information is destroyed in accordance with the Receiving Party's business continuity program.
- 7.6 All of the foregoing in this Section 7 notwithstanding, the Parties acknowledge that Licensee is subject to the Vermont Public Records Act, 1 V.S.A. §315 et seq. ("PRA"), and may be required to release this Agreement and related documents in response to a PRA request. If such a request is made, Licensee will (i) protect confidential, proprietary and/or trade secret information to the extent clearly identified by Huron and insofar as permissible under Vermont law; and (ii) notify Huron prior to release of requested information so that Huron may, at its own cost and expense, assert whatever exclusions or exemptions may be available to it pursuant to the PRA.

8.   
  


■ [REDACTED]

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■ [REDACTED]

■ [REDACTED]

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS TO LICENSEE OR OTHERS ARISING UNDER OR RELATED TO THIS AGREEMENT. EACH PARTY'S AGGREGATE LIABILITY FOR ANY OTHER DAMAGES SHALL NOT (a) WITH RESPECT TO SOFTWARE, EXCEED THE AMOUNT PAID UNDER THE LICENSE SCHEDULE FOR THE SOFTWARE THAT CAUSED SUCH DAMAGES; (b) WITH RESPECT TO MAINTENANCE, EXCEED THE AMOUNT PAID FOR MAINTENANCE DURING THE PRECEDING TWELVE (12) MONTH PERIOD FROM WHEN THE CAUSE OF ACTION AROSE.

THE FOREGOING NOTWITHSTANDING, A PARTY'S LIABILITY SHALL NOT BE LIMITED IN TERMS OF TYPE OR AMOUNT OF DAMAGES WITH REGARD TO (i) BODILY INJURY, DEATH OR TANGIBLE PERSONAL OR REAL PROPERTY DAMAGE TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS; (ii) ANY MATERIAL VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY; (iii) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IF ANY; OR (iv) A MATERIAL BREACH OF A PARTY'S OBLIGATIONS UNDER SECTION 7 CONFIDENTIAL INFORMATION.

11. Term and Termination.

- 11.1 This Agreement shall be effective as of the Effective Date and shall continue indefinitely as it relates to any perpetual license granted under an applicable License Schedule, unless earlier terminated as provided herein.
- 11.2 In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement and any and all License Schedules, if the breaching Party fails to cure such breach within thirty (30) days after written notice by the non-breaching Party. In the event of a material breach of a License Schedule, the non-breaching Party may terminate this Agreement and/or the applicable License Schedule, if the breaching Party fails to cure such breach within thirty (30) days after written notice by the non-breaching Party. The termination of a License Schedule will not affect any other valid existing License Schedules provided the Agreement remains in full force and effect.
- 11.3 Either Party may terminate this Agreement by written notice to the other Party upon (a) the other Party ceasing to carry on its business as currently conducted; (b) the other Party becoming insolvent; (c) any proceeding under the bankruptcy or insolvency laws is brought by or against the other Party which is not dismissed within sixty (60) days; (d) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or (e) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.
- 11.4 Upon any termination of a License Schedule for material breach, Licensee shall: (i) make no further use of the Software under the terminated License Schedule; (ii) disable all access to that Software on Licensee's systems; and (iii) destroy all copies of that Software. Upon any termination of the Agreement for material breach, Licensee shall: (i) make no further use of the Software under any and all License Schedules; (ii) disable all access to the Software on Licensee's systems; and (iii) destroy all copies of the Software.
- 11.5 The following provisions of this Agreement shall survive termination of this Agreement for any reason: Sections 3.1-3.3, 7, 9, 10, 11.4, 11.5, 12.2, 12.5, 12.6, 12.8, 12.10, 12.12 and 12.13 and any other provision that is expressed or by its sense and context is intended to survive termination of the Agreement.

12. General.

- 12.1 Export Control. Licensee shall comply fully with all applicable United States and applicable foreign government export laws and regulations and shall not export, directly or indirectly, re-export, divert or transfer the Software or any related technical information or material, or direct products thereof, to any destination, or person or entity restricted or prohibited by such export laws and regulations.
- 12.2 Notices. All notices required under this Agreement shall be given in writing and delivered to the receiving Party at its respective address set forth below by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), or (iii) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Any Party may change its address set forth below by written notice to the other Party in accordance with the terms of this Section 12.2.

If to Huron:

Huron Consulting Services LLC  
Attention: Managing Director  
20270 NW AmberGlen Court  
Suite 100  
Hillsboro, OR 97006

With a copy to:

Huron Consulting Group Inc.  
Attention: Legal Department  
550 West Van Buren Street  
Chicago, IL 60607

If to Licensee:  
University of Vermont  
Attention: Richard Galbraith, Vice President of Research Administration  
85 South Prospect Street  
320 Waterman Building  
Burlington, VT 05405

With a copy to:

University of Vermont  
Attention: Office of the General Counsel  
85 South Prospect Street  
357 Waterman Building  
Burlington, VT 05405

- 12.3 Assignment. Except in the event of a sale of all or substantially all of the assets of Huron as a going concern to another entity, or merger or consolidation with or into another entity which shall continue Huron's business substantially unchanged, neither Party shall assign or transfer this Agreement or any of the license or other rights granted by this Agreement, without obtaining the other Party's written approval, such approval not to be unreasonably withheld whether by operation of law or otherwise. Any such authorized assignment or transfer a Party must nonetheless be accompanied by prompt written notice to the other Party.
- 12.4 Non-Solicitation. Neither party shall directly or indirectly solicit, employ or otherwise engage any employee, subcontractor or agent directly involved in a License Schedule hereunder, during the term of such License Schedule and for a period of 12 months following termination or completion of such License Schedule. This restriction will not apply to offers extended solely as a result of and in response to web advertising, classified advertising, or other general solicitations not specifically targeted at the other Party's employee(s).
- 12.5 Waiver and Severability. No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.
- 12.6 No Third Party Beneficiaries. This Agreement is entered into solely for the respective benefit of the Parties and their permitted successors and assigns, and nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to an entity other than the Parties to this Agreement, persons and entities expressly indemnified hereunder and each of their permitted successors and permitted assigns. Notwithstanding the foregoing, Huron acknowledges and agrees that the University of Vermont Medical Center Inc. and its affiliated organizations ("UVMMC") is a third-party beneficiary as it pertains to and is set forth in any License Schedule.
- 12.7 Force Majeure. Except for an obligation to make a payment of fees hereunder, neither Party shall be responsible for any delay or failure in performance resulting from occurrences beyond its reasonable control, including acts of God, war, terrorism, riot or other civil disturbance; outages of electrical, telecommunications or computer server hosting services; acts of government; non-cooperation of the other Party where necessary; or labor strikes or lockouts. The affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, provided that, in order to be excused from delay or failure to perform, such Party shall promptly notify the other Party of the anticipated delay and the steps proposed to be undertaken to mitigate the effects of the delay.
- 12.8 Relationship of the Parties. The relationship of the Parties shall be that of independent contractors. Nothing herein shall be construed to create any agency, partnership, joint venture or similar relationship or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly

stated herein. Neither Party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any matter or thing whatsoever.

12.9

[REDACTED]

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[REDACTED]

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12.10

[REDACTED]

12.11 Equitable Relief. Each Party agrees that, in the event injunctive or other equitable relief is appropriate to enforce compliance with confidentiality provisions or license provisions of this Agreement, then such relief shall be in addition to any other remedies available to the aggrieved Party.



- 12.12 Entire Agreement. The Agreement, including its Exhibit(s) and License Schedule(s), constitute the entire agreement between the Parties, and upon execution and delivery supersedes all prior oral or written agreements or communications, with regard to the subject matter described herein. In no event shall any purchase order, acknowledgment form or similar document issued by either Party serve to modify or supplement, directly or indirectly, any provision of this Agreement, even if accepted or countersigned by the other Party for administrative convenience only. The Parties acknowledge that they may have executed a hosting agreement or services agreement, which terms shall not be affected by this Agreement. This Agreement, including its Exhibit(s) and License Schedules may not be modified, except by a written amendment signed by an officer or a duly authorized representative of each Party and expressly referring to this Agreement.
- 12.13 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Vermont, but without giving effect to any choice of law or other principles which might otherwise make the laws of a different jurisdiction govern or apply.
- 12.14 Insurance. Huron shall obtain and maintain and *provide evidence of* insurance in an amount sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this Agreement, including the following minimum insurance standards:
- Professional Liability Insurance: in an amount not less than \$1,000,000 per claim.
- Commercial General Liability Insurance: including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate.
- Automobile Liability Insurance: If Huron will drive on Licensee's premises and use the vehicle to conduct the business that is the subject of this Agreement, in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.
- Standard Worker's Compensation: as required by Vermont state statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.
- If the current Certificate of Insurance (COI) *expires* prior to the dates of performance under this Agreement, Huron shall furnish an updated COI (evidencing coverage during the dates of performance) no later than 10 days prior to the start of performance.
- In no event may Huron provide services prior to the effective date of the required insurance.* Delay in or failure to obtain a COI shall not constitute a waiver of these requirements nor relieve Huron from any liability or indemnification obligations. Huron's policy or policies shall be considered primary insurance and exclusive of any insurance carried by Licensee.
- Huron shall name the University of Vermont as additional insured on its liability policies (other than Workers Compensation and Professional Liability) and *should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.* Any liability coverages on a "claims made" basis should be designated as such on the Certificate.
- 12.15 ADA. Huron will use commercially reasonable efforts to have the Software comply with relevant provisions of the Americans with Disabilities Act (ADA) in conjunction with and pursuant to Huron's product road map for the Software. Such effort may include supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative. Huron shall also provide to Licensee its current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards.

Huron shall also upon request and subject to the confidentiality terms herein, discuss its product road map for the Software with Licensee to determine if a particular ADA accessibility feature needed by Licensee will be addressed by Huron. If such ADA accessibility feature is addressed in Huron's product road map, Huron agrees to work with Licensee in good faith and to use commercially reasonable efforts to implement such ADA accessibility feature consistent with the timeframes in Huron's Software product road map at no additional charge to Licensee. If the ADA accessibility feature is not in Huron's Software product road map, the Parties may agree to implement such feature, if commercially feasible, under a Statement of Work to the Master Services Agreement dated March 6, 2017 between the Parties. For purposes of clarity, the ADA accessibility feature requested by Licensee must be consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative.

ACKNOWLEDGMENT OF ARBITRATION:

WE UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, EXCEPT AS HEREIN PROVIDED, WE UNDERSTAND THAT WE WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THIS ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL LAW OR CIVIL RIGHTS. INSTEAD, WE AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR OR ARBITRATORS AS HEREIN PROVIDED.

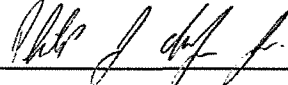
Initials of Parties:

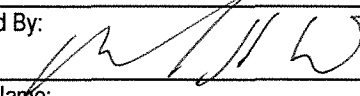
UVM  
 HURON

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

HURON CONSULTING SERVICES LLC

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

Signed By:	
Print Name:	Philip J. Infurna Jr.
Title:	Managing Director
Date:	January 29th, 2018

Signed By:	
Print Name:	Richard H. Cate
Title:	VPE
Date:	1/31/18

## EXHIBIT A

### MAINTENANCE TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement and payment in full of all applicable Maintenance fees, Huron will provide Maintenance to Licensee as set forth in this Exhibit A and the Software's applicable License Schedule.

1. **Maintenance Term and Fees.** The initial Maintenance term for a Software product shall be set forth in the applicable License Schedule for such Software. Unless otherwise agreed to by the Parties, Maintenance renewal fees shall be set forth in the applicable License Schedule for such Software and paid in full prior to the commencement of any Maintenance renewal term with payment terms of net forty-five (45) days from the date of receipt of invoice. In the event there is more than one Software license in effect under separate License Schedules with different Maintenance terms, Huron may, at its option, realign the Maintenance terms so they run concurrently, and pro-rate Licensee's Maintenance fees in order to accomplish such alignment of the Maintenance terms.
2. **Maintenance Nonrenewal and/or Reinstatement.**
  - 2.1 In the event Licensee elects not to renew Maintenance for a particular Software module and allows its Maintenance to expire at the end of its Maintenance term (the "Non-Supported Software"), Licensee may continue use of the Non-Supported Software pursuant to the terms of the Agreement, provided, however, the Non-Supported Software cannot reside on the same server with other Huron licensed Software which are on active Maintenance, nor may such Non-Supported Software utilize any Updates or Upgrades (as defined in Sections 8.6 and 8.7 below) of the other Huron licensed Software.
  - 2.2 In the event Licensee elects not to renew Maintenance and allows such Maintenance to expire at the end of its Maintenance term, Licensee may, at its option, reinstate such Maintenance at a later date by paying: (i) an amount equal to the Maintenance fees that Licensee would have paid to date if Licensee remained under continuous Maintenance with Huron; and (ii) the then current Maintenance fees for the new Maintenance term. Such Maintenance fees must be paid in full prior to any reinstatement of Maintenance by Huron.
3. **Licensee Support Coordinators.** Licensee shall designate an individual to act as the primary support contact who will be responsible for resolving Licensee user issues ("Primary Support Coordinator") and an alternate contact ("Alternate Support Coordinator"). The Primary Support Coordinator and/or Alternate Support Coordinator are the only individuals who may contact Huron for Technical Support as defined below.
4. **Technical Support.** Huron will respond to any Software questions and requests for assistance submitted to Huron's Maintenance organization by Licensee's Support Coordinator during Business Hours ("Technical Support"). Huron will use commercially reasonable efforts to correct and repair any reported Software failure, defect, malfunction or nonconformity that prevents the Software from substantially performing in accordance with its Documentation ("Software Problem"). The Software Problem must be in a Software release supported by Huron. Licensee's Support Coordinator shall provide Huron with reasonable access, including remote access, so long as access is in accordance with Client's security policies and protocols, to a production or nonproduction (test/staging) instance of the Software exhibiting the Software Problem, which may include access to the database, application server or any other application or program in connection with the Software Problem as requested by Huron. The Software Problem must be verifiable and reproducible on Licensee's server(s), running on appropriate hardware and operating software configuration(s), and then verifiable and reproducible on Huron's servers. The Support Coordinator shall save and provide to Huron any error messages, screen printouts and any other reasonably detailed information to describe and identify any Software Problem, including the date on which the Software Problem was first discovered. The Support Coordinator shall also, if requested by Huron, submit a listing of output and any such other data which Huron may reasonably request in order to reproduce operating conditions similar to those present when the Software Problem occurred or was discovered.
5. **RESERVED.**
6. **Out of Scope Services.** If Huron, at its option, agrees to provide to Licensee, at Licensee's request, any out of scope services which are not included as part of Maintenance under this Agreement, the Parties shall execute a License

Schedule or other appropriate services agreement and Licensee shall pay Huron for such services at Huron's then current standard rates, and any travel and per diem expenses incurred by Huron personnel in the provision of such services to Licensee. Out of scope services are all services not specifically described and set forth herein. Out of scope services, by way of example and not limitation, may include the following:

- Onsite Maintenance;
- Installation of the Software;
- Software configuration, integration or implementation services;
- Consulting and content development including strategy and design services, systems architecture integration;
- Software Functional and/or Technical Training;
- Remote Technical Management; and/or
- Report/Query Creation.

7. **Excluded Services.** Huron shall have no obligation to provide Maintenance to the extent that any Software Problem is caused or exacerbated by: (i) Licensee's operator error, alteration, modification, negligence or misuse of the Software; (ii) malfunctions or changes in Licensee's hardware, third party software, equipment configuration, or operating environment; (iii) support directly to third party users; or (iv) support of Licensee's database, operating system software or other third party software). Huron shall also not have any obligation to provide support and maintenance for custom software. Licensee will reimburse Huron for efforts expended by Huron to address an issue reported by Licensee that is subsequently determined not to have been caused by the Software. Licensee shall pay Huron for such efforts at Huron's then current standard rates.

8. **Maintenance Services Policies.** Huron will also provide Maintenance in accordance with the following Maintenance Services Policies ("Policies"), which are current as of the Effective Date of this Agreement. Huron may, from time to time, amend these Policies. Changes to the Policies will be applicable to all similarly situated licensees and Huron will notify Licensee of such changes at the email address that Licensee has provided to Huron. Any such changes to the Policies shall apply upon commencement of Licensee's next Maintenance renewal term, if any, and will be reflected in Huron's then current Policies which will be provided to Licensee at such time.

8.1 **Business Hours.** Unless otherwise agreed to in a License Schedule, Huron will provide Maintenance to Licensee during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, North American local time (i.e., time zone of Licensee's North American location), excluding holidays.

8.2 **Contact Information:**

**Click@ Software:**

Telephone: (503) 748-3930

Email: [ClickSupport@HuronConsultingGroup.com](mailto:ClickSupport@HuronConsultingGroup.com)

Web site: <https://click.huronsoftware.com>

8.3 **Software Problem Types.** Huron, in consultation with Licensee's support coordinator and based on the description provided by the support coordinator, will determine the appropriate Software Problem Type for the reported Software Problem and a case number will be generated for such Software Problem. Software Problem Types are defined below.

- (a) "Type 1 Software Problem" means a Software Problem that (i) causes the complete loss of service and use of the Software or the unavailability of critical functionality that renders the application unable to continue, regardless of what Licensee attempts to do to remedy the Software Problem, or causes the system to crash repeatedly and continue to fail after restart attempts; and/or (ii) causes the loss or corruption of data.
- (b) "Type 2 Software Problem" means a Software Problem that causes a serious negative impact on Licensee's productivity and on the service levels that Licensee typically achieves with the Software, yet still allows Licensee's business process to function temporarily or in a restricted scaled-back manner, and no acceptable workaround is available.

- (c) "Type 3 Software Problem" means a Software Problem that (i) causes minimal loss of service or functionality of the Software, and the impact of the Software Problem is minor or an inconvenience (such as a manual bypass to restore the system's functionality) and Licensee's business process can continue or work around the reported Software Problem.
- (d) "Type 4 Software Problem" means (i) a Software Problem that does not cause a loss of service or does not impede the operation of the system; or (ii) a request by Licensee for Huron to make a change or improvement in the Software's features and/or functionality.

8.4 Special Provisions for Type 1 Software Problems. In the event Licensee reasonably and in good faith believes that Licensee has a Type 1 Software Problem, and if Licensee wishes to report such Type 1 Software Problem outside of Business Hours, then Licensee must contact Huron via the web portal and the telephone number provided to Licensee for purposes of reporting a Type 1 Software Problem outside of Business Hours.

8.5 Software Problem Response Times. Huron will use commercially reasonable efforts to respond to the Software Problem within the timeframes set forth below. Huron shall use commercially reasonable efforts to resolve the Software Problem or provide Licensee with a way to temporarily work around a Type 1 or Type 2 Software Problem if able to do so, or notify Licensee on a regular basis as to the progress of the corrective efforts, until such time as a correction can be made. In the event the Software Problem is not addressed in a timely fashion as set forth herein, Licensee has the right to escalate the issue within Huron's support organization.

Severity of Software Problem	Target Response Time
Type 1 Software Problem	< 2 Business Hours
Type 2 Software Problem	< 4 Business Hours
Type 3 Software Problem	< 8 Business Hours
Type 4 Software Problem	<2 Business Days

8.6 Updates. During the Maintenance term, Huron will provide Licensee with Updates at no additional fee if Huron makes them generally available to other similarly situated Huron customers that are current under a pre-paid maintenance services plan. "Update" means a Software release that contains minor functional changes to the Software such as bug fixes and extensions to the Software. An Update to the Software is denoted by a change to the number on the right side of the decimal point which is furthest to the right (note, there must be more than one (1) decimal point). For example, a change from 4.3.2 to 4.3.3, or any change to z in x.y.z. Updates licensed hereunder do not include implementation services or the cost thereof.

8.7 Upgrades. During the Maintenance term, Huron will provide Licensee with Upgrades at no additional fee if Huron makes them generally available to other similarly situated Huron customers that are current under a pre-paid Maintenance services plan. "Upgrade" means a Software release that includes new features, functionalities, services and/or technologies that are more significant than those in an Update. An Upgrade to the Software is denoted by a change to the number on the left side of the decimal point, or on the right side of the decimal point which is furthest to the left (for example, a change from 4.3.2 to 5.0, or from 5.6 to 5.7, or changes to x and/or y in x.y.z). Whether a release constitutes an Upgrade is in Huron's sole reasonable discretion. Upgrades do not include new Software products offered by Huron or any product which Huron licenses separately or provides at a fee separate from the Maintenance fee. Upgrades licensed hereunder do not include implementation services or the cost thereof.

8.8 Releases Supported. During the Maintenance term, Huron will support the then-current version of the Software and the greater of: (a) the two (2) Upgrade releases immediately preceding such then current version of the Software; or (b) all applicable Upgrades released within the last two (2) years. For the avoidance of doubt, all Updates to such Upgrades are also supported by Huron.