

## LICENSE TERMS

The parties agree that these license terms (this "Agreement") apply to the "Product(s)" listed on the attached Order Form. Capitalized terms used but not defined shall have the meaning given on the Order Form.

1. **Fees.** The Institution shall pay Company the fee according to the fee schedule (or annually if not provided) in each case as set forth in the Order Form for access and use of the Product(s) for the students, employees or authorized third parties of the Institution (its users) as described in the Order Form. The Institution shall pay amounts due net 45 calendar days after receipt of each invoice. As between the parties, the Institution shall be responsible for qualifying its users, and their use subject to the terms of this Agreement, of the Product(s).

2. **Term and Termination.** This Agreement shall be effective for the initial term specified in the Order Form, and thereafter may renew at each party's option upon written agreement before expiration on the current term (collectively, the "Term"). Each period of use of the Product(s), which may vary on a Product-by-Product basis, is for a three-year period, unless provided otherwise in an Order Form or renewal invoice. Either party may terminate this Agreement in the event the other party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice thereof.

3. **Confidentiality.** "Confidential Information" means any written information and data that is treated as or should be reasonably understood to be confidential and that is disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement. A Recipient of Confidential Information shall not (a) copy, distribute or disseminate it except to perform its obligations and to those who have a need to know (and who have undertaken an obligation at least as protective of such Confidential Information), and (b) use it or permit it to be used for any purpose other than to accomplish its obligations hereunder. Confidential Information shall not include information that (a) is in the public domain through no breach of this Agreement; (b) is independently in Recipient's possession without other obligations limiting use or disclosure; or (c) is collected through or stored in a Product, which is addressed separately below. Information collected through the Product(s) shall be used and protected from disclosure as provided in the Company's privacy policy available at [www.everfi.com/legal/privacy](http://www.everfi.com/legal/privacy). Institution shall not be entitled to receive any information regarding its users of the Products other than: 1) the user's email address; 2) the fact the user completed the course; 3) whether the user passed an assessment; and 4) any additional aggregate or blinded data Company provides Institution. "Blinded" means that the Company will extract all personally identifiable information from the data, including names or any other personally identifying information. Institution agrees that any information it receives from Company derived from a Product will be used only internally (offices, staff, advisory boards of the Institution) unless it references only the Institution. For example, Institution may share publicly that "we have seen a 15% drop in negative consequences" but it may not disclose that such a drop "ranked number one among six comparison institutions." The Company will be permitted to share with others the fact that Institution is a client using the Product(s).

4. **Intellectual Property.** Institution acknowledges that the Products, including all software used to provide the Products (the "Software"), the survey data, test results, and all services provided by Company are proprietary to the Company. All rights not expressly granted by Company to Institution are reserved in Company. Company grants to Institution the limited right to (i) permit qualified users to use the Product(s) during the Term (excluding during any period the Product(s) are undergoing setup or configuration), and (ii) use the reports and information provided by Company to Institution subject to Section 3. Institution acknowledges that the Product(s) and information created, developed, and/or maintained by Company was done at great expense, such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Company. Institution shall not modify, rent, lease, loan, sell use of or access to, the Products, the Software, or any other proprietary information or intellectual property of the Company.

5. **Research.** Institution shall not use any Product for research or benchmarking purposes without the prior written consent of the Company. Any research proposals brought forth to the Company must first be approved by the Institution's IRB (Institutional Review Board).

6. **Disclaimers.** Company makes no guaranty, warranty or representation as to the exact effectiveness in changing or in modifying or affecting the behavior or conduct of the users. Institution is solely responsible for the content and functionality of any custom messages and custom URL links that are provided by the Institution for use in any Product. The Institution assumes all responsibility for custom messaging and URL links it provides for use in Product(s). COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, WHICH ARE PROVIDED "AS IS," INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES ARISING BY COURSE OF DEALING, PERFORMANCE OR USE OF TRADE. Institution acknowledges that the Product(s) do not provide medical or legal advice and are not a substitute for health assessment and intervention by a qualified healthcare provider or mental health counselor and are provided solely for informational and educational purposes, and shall not represent otherwise. Company's liability to Institution and its users shall (i) exclude any special, incidental, indirect, consequential or punitive damages or losses arising out of or relating to any Product, including loss of revenue, profits or goodwill, and (ii) the maximum aggregate liability of Company arising out or relating to this Agreement to Institution and its users shall not exceed the total fees paid by during the twelve months previous to the events giving rise to such claim. Institution agrees to hold Company and its affiliates, and their respective officers, directors, employees, and agents, successors and assigns, harmless from and defend against all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) arising out of or relating to the death, injury or harm of any of Institution's user(s).

7. **Miscellaneous.** This Agreement, together with its Order Form(s) and addendum referenced therein, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and the Products and supersedes any and all prior Agreements, written and oral with respect thereto. Neither party shall be bound by any additional or different terms later exchanged in any purchase order nor any other communication unless signed by a senior executive of the party against which such term is being enforced. If any part of this Agreement is declared unenforceable or invalid by a court of competent jurisdiction, the remainder will continue to be valid and enforceable. A Party's failure or neglect to enforce any of rights under this Agreement will not be deemed to be a waiver of that Party's rights. No change, amendment or modification of any provision of this Agreement shall be valid unless agreed to in writing by both parties and signed by such a senior executive.



Date: 5/11/2016

Shipping Address  
(if different)

Ordered By

Judith A. Silvia Esq.  
Executive Director  
Partnership to Advance  
Collaboration and Efficiency (PACE)  
Council of Presidents  
15 Court Square, Suite 1100  
Boston, MA 0210  
silviaju@mceo.mass.edu  
617-542-2911

Order Name	Terms	Invoice Date
Partnership to Advance Collaboration and Efficiency – PACE	Two Year Beginning upon receipt of signed contract Ending 06/01/2018	Individual Invoices for Each Institution
Scope of Use		
Unlimited access to undergraduate students graduating in 2021		

Description	Annual Cost
AlcoholEdu and Haven Suite	\$67,060.00
Year 1 Total	\$67,060.00
Year 2 Total	\$67,060.00
<b>Total Contract Value</b>	
	\$134,120.00

By signing below, the Institution identified above agrees to this Order Form together with the License Terms referencing this Order Form and any Services Addendum governing any additional Services the Institution has elected to receive hereunder.

EverFi, Inc

Institution

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Make all checks payable to EverFi

EverFi 3299 K Street, NW 4<sup>th</sup> Floor ,Washington DC, 20007 Phone 202-625-0011 Fax 202-450-3967 contracts@everfi.com

<u>School</u>	<u>Course</u>	<u>Annual Investment (2year term)</u>
Berkshire Community College	Haven Suite	\$2,000
Bridgewater State University	Haven Suite and AEDU	\$11,400
Bristol Community College	Haven Suite	\$5,000
Cape Cod Community College	Haven Suite	\$3,300
Holyoke Community College	Haven Suite	\$4,400
Massbay Community College	Haven Suite and AEDU	\$8,160
Massasoit Community College	Haven Suite	\$5,000
Middlesex Community College	Haven Suite	\$5,000
Mt. Wachusett Community College	Haven Suite	\$3,300
North Shore Community College	Haven Suite	\$4,400
Northern Essex Community College	Haven Suite	\$4,400
Quinsigamond Community College	Haven Suite	\$5,000
Salem State University	Haven Suite	\$5,700
<b>TOTAL</b>		<b>\$67,060</b>

Haven Suite Includes: Haven, Haven Plus and Haven for Faculty and Staff  
AlcoholEdu Includes: AlcoholEdu for Sanctions