



Master Agreement

HelioCampus, Inc.
 Business Intelligence, Data Analytics & Data Warehouse Solutions
 Master Agreement Number EI00127~2022MA
 April 1, 2022

This Master Agreement (the “Agreement”) is effective as of April 1, 2022 by and between HelioCampus, Inc., a corporation with offices located at 7315 Wisconsin Avenue, Bethesda, Maryland 20814 (“Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (“E&I”), hereinafter collectively referred to as the “Parties” or individually to as the “Party”.

This Agreement has been established based on the adoption by E&I of Ball State University’s contract resulting from Ball State University’s RFP 11193 for Business Intelligence, Data Analytics and Data Warehouse Solution, all addenda, Supplier response, best and final offer, and negotiations between Ball State University and Supplier.

I. Scope

This National agreement shall apply to all E&I Member institutions (“Member”) (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries and affiliates. In addition, if E&I elects to participate in the Agreement as mutually agreed, they shall be considered a Member.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Members. Any purchases made under this Agreement shall be made by the individual participating Member and any resulting contract shall be between the Member and the Supplier.

II. Term of Agreement

The Agreement term shall be effective 04/01/2022 through 09/23/2026.

III. Pricing

The pricing/discount percentage for the products and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement for the Initial Term of the Agreement, unless amended by the Parties. Prices shall remain firm for at least the first twenty-four (24) months of the Agreement initial term unless improved for the benefit of Members. Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Member Specific Agreement (“MSA”) and both shall be considered part of this Agreement. Any variances in pricing for Members shall be reported to E&I’s applicable Contract Manager.

After the first twenty-four (24) months of the Agreement Initial Term the Supplier may request pricing and/or discount changes or increases. With any price increase request, the Supplier must certify in writing that the price change request meets the criteria in Section B10 and shall be accompanied by justification for any increase to include, but not limited to, manufacturers’ national price increase announcement letter, a complete and detailed description of the specific products and/or services impacted and by what percentage, a complete and detailed description of the specific raw materials and/or other specific costs that have increased that substantiate the increase, index data and any other relevant information to support the increase. Price increases must be approved by E&I no less than ninety (90) days in advance for proper communication to Members and must be memorialized in writing and signed by both parties with an amendment. Under no circumstances shall price increases requests be made more than once in a twelve (12) month period.

IV. EDGAR Provisions

Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Supplier’s response to EDGAR Certifications requirements.

V. Terms and Conditions

In order of precedence, the terms and conditions of (i) Supplier’s Subscription Agreement (incorporated herein by reference as Exhibit I) as negotiated between Member and Supplier; (ii) Member Specific Agreement (“MSA”) as negotiated between Member and Supplier; and (iii) this Agreement where applicable, shall apply to all Member purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect.



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VI. Entire Agreement

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the parties and except as set forth in paragraph B37 hereof supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act may only be released after execution of this Agreement.

VII. Member List

The E&I Official Member List will be sent to the Supplier via an electronic file from E&I's Member Success Team upon execution of this Agreement.

VIII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

HelioCampus, Inc.
Supplier

E&I Cooperative Services, Inc

DocuSigned by:
Darren Catalano
9C4E4401E70C4D5...
Signature

DocuSigned by:
Gary D. Link
81C8F65B6DAC440...
Signature

Darren Catalano
Printed Name

Gary D. Link, C.P.M.
Printed Name

CEO
Title

Chief Solutions Officer
Title

4/18/2022 | 1:58 PM MDT
Date

4/18/2022 | 5:49 PM EDT
Date



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Attachment A

Pricing/Discount Schedule

Refer to Attachment A-1 for product and services pricing/discounts.

Relevant Terms

A1. Customer Support

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

A2. Orders/Purchases

Terms and conditions of Member's standard terms and conditions for ordering may apply, and with each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all pricing, specifications, terms and conditions as specified in Section V.

A3. [NEGOTIATED] Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of each Member, as agreed by Supplier. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

The default payment term shall be no later than thirty (30) days after receipt of a valid invoice, unless otherwise agreed to by Member and Supplier.

A4. [INTENTIONALLY OMITTED] Order Fulfillment, Distribution and Installation Agreements

A5. [INTENTIONALLY OMITTED] Delivery

A6. [NEGOTIATED] Member Specific Agreement (MSA)

Member and Supplier shall enter into a separate MSA by executing Supplier's Subscription Agreement (Exhibit I) to define the level of service requirements e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any MSA developed is exclusively between the Member and Supplier. E&I, its agents, and employees shall not be made a party or parties to any claim for breach of such agreement. Supplier shall report any applicable MSA information to E&I upon request (pricing variation, start/end dates, etc.).

A7. Third Party Distributors/Subcontractors

If Supplier chooses to subcontract any services under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of services and shall be at no additional cost to the Member.

A8. [INTENTIONALLY OMITTED] Substitutions

A9. Minimum Orders

There shall be no minimum order charge or conditions under which the established price will be adjusted.

A10. [NEGOTIATED] Supplemental Charges

Supplier shall be required to state, at the time of order or purchase where applicable, all supplemental charges that may be assessed and incurred by the Member in addition to the pricing for the services. If Supplier offers multiple pricing options they shall be specified herein. Supplemental charges shall not be applied to entire pricing lists or discount tiers and shall not be



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applied Agreement-wide. Supplemental charges apply to individual orders or purchases only between the Supplier and Member.

A11. Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist and do not require a Letter of Participation as defined in B43. All emergency purchases shall be reported as regular sales to E&I. An Emergency Purchase, for the purposes of this Agreement, means a purchase made in a crisis situation where immediate action is required to prevent the possible loss of life or property or significant financial loss or environmental impacts. An emergency purchase may be made when the existence of an emergency condition creates an immediate and serious need for goods or services that cannot be met through normal procurement methods.

A12. [INTENTIONALLY OMITTED] Storage

A13. [INTENTIONALLY OMITTED] Tracking Lost and Damaged Shipments

A14. [INTENTIONALLY OMITTED] Returns – Defective and Non-Conforming Products or Services

A15. [INTENTIONALLY OMITTED] Reasons for Return or Credit

A16. [INTENTIONALLY OMITTED] Restocking Policy

A17. [INTENTIONALLY OMITTED] General Warranty and Product Condition of Sale

A18. [INTENTIONALLY OMITTED] Extended Warranty Option

A19. [INTENTIONALLY OMITTED] User Manuals

A20. [INTENTIONALLY OMITTED] New and Discontinued Products

A21. [INTENTIONALLY OMITTED] Replacement Parts

A22. [NEGOTIATED] Business Review Meetings

To maintain a partnership between the Member and the Supplier, Members may require business review meetings. These meeting may be held on a quarterly basis, or as agreed to by the Parties. The business review meeting may include, but not be limited to, review of Supplier performance, review of reports as requested by Member, project updates, etc.

A23. [INTENTIONALLY OMITTED] Reporting

A24. [INTENTIONALLY OMITTED] Employee Purchase Program

A25. [INTENTIONALLY OMITTED] Samples



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Attachment B

E&I General Terms and Conditions

B1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides, and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, and interpreted solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

B2. Compliance with Laws

Supplier warrants and represents that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations, and orders, including but not limited to, laws and regulations pertaining to labor, wages, hours, and other conditions of employment.

B3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members used for orders or purchases made under this Agreement, it is the responsibility of the Supplier and the Member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

B4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

B5. [NEGOTIATED] Assignments

Neither party shall assign this agreement or any of its rights or obligations hereunder, without the other party's prior written consent. Any purported assignment made without the other party's prior written consent shall be void and of no effect. Notwithstanding the foregoing, either party may transfer all of its rights and obligations under this Agreement to any entity who acquires all or substantially all of its assets pursuant to a purchase, sale, acquisition, disposition, merger, or consolidation; provided, however, that any third-party assignee shall agree in writing to assume all of the assigning party's obligations hereunder. This Agreement shall inure to the benefit of and be binding upon any permitted successor or assigns of the parties.

B6. [INTENTIONALLY OMITTED] Resale

B7. [NEGOTIATED] Patent, Trademark and Copyright Infringement

The Supplier warrants that the services hereby sold do not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party existing under laws of the United States or any foreign country. As the sole remedy for breach of the foregoing warranty, the Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees harmless from any and all losses, expenses, claims or judgments, including reasonable legal fees, arising out of cases of such infringement, excepting any claims arising from Member's implementation, modifications or use of the services not authorized by Supplier or arising from the combination of the services with items not supplied by Supplier, unless Supplier authorized such combination. If E&I believes that it has a claim requiring indemnification under this Section B7 or any other Section of this Agreement, then E&I will give Supplier: (a) prompt written notice of such claim; (b) sole authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Supplier may reasonably request, at Supplier's expense, in connection with such defense and/or settlement.

Supplier's infringement indemnification obligations and remedies for any such infringement claims by Member are provided for in Section 10 of Exhibit I in lieu of this Section B7.



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B8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the relevant party. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

B9. Transactions between Supplier and Member

The purchase of services by a Member from Supplier is a transaction solely between Member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any services will be utilized and agrees that E&I shall have no liability relating to Member decisions to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.

B10. Education/Pricing Parity

The pricing and/or discounts established under this Agreement are to be equal to or less than those offered to other cooperatives or comparable consortiums serving education. If, during the Initial Term of this Agreement, Supplier offers more favorable pricing and/or discounts to other cooperatives or comparable consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable pricing and/or discounts. E&I must be notified of any proposed changes ninety (90) days prior to their implementation.

B11. [NEGOTIATED] Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the Member from all third-party suits, actions or claims brought on account of any personal injuries or damages to tangible personal property sustained as a consequence of any neglect in safeguarding the work by the Supplier. Supplier shall be responsible for all damage or injury to tangible personal property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or method of executing the work; or from its failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the Member. If E&I or Member believes that it has a claim requiring indemnification under this Section B11 or any under Section of this Agreement, then the indemnified party will give Supplier: (a) prompt written notice of such claim; (b) sole authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Supplier may reasonably request, at Supplier's expense, in connection with such defense and/or settlement.

B12. Protection of Property and Liability

The Supplier shall take care not to damage the premises or the tangible property of others, and in case such damage occurs as the result of operations under this contract, Supplier shall make appropriate restitution. If the Supplier fails to pay for damage, the amount of such damage may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

B13. [NEGOTIATED] Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from third-party claims arising out of gross negligence or willful misconduct by Supplier in connection with the services performed, or resulting from tangible personal property damage or personal injuries incurred by or to any third party, the Member or its officers, agents, servants and employees in connection with the services furnished hereunder, excepting only such liability as may result solely from the acts of gross negligence and willful misconduct by the Member, E&I or its employees.

B14. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.



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Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier, as mutually agreed. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

B15. Licenses/Permits/Taxes and Tax-Exempt Status

Supplier shall be responsible for obtaining all permits, licenses, and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier shall collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

B16. Americans With Disabilities Act and Rehabilitation Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and applicable federal regulations. All electronic and information technology and products and services to be used by E&I Member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.

B17. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

B18. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier shall comply with this tobacco-free policy. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

B19. Non-Appropriation of Funds

An order by a Member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

B20. Weapons, Explosive Devices and Fireworks

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display, or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I Member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the Member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents,



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officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

B21. Equal Opportunity and Non-Discrimination

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The provisions of Section 202 of Executive Order 11246.41 CFR 60-1.1 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor. If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

B22. Sexual Harassment

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

B23. Employee Documentation

At any time during the term of the Agreement, a Member may require Supplier to provide a complete dossier of each employee who has been given an assignment at a Member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

B24. Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

B25. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier shall retrieve hazardous materials that are delivered in error. The Supplier shall safely and legally dispose of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall provide its employees with chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its Members with safety/recall updates for any equipment/products provided.

B26. [NEGOTIATED] Compliance with Specifications

Supplier warrants that all of the services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform, that Supplier owns or has sufficient rights in all services to be performed by Supplier, and that any code or software developed or delivered by Supplier under this Agreement will include commercially standard virus detection software against viruses, worms or other disabling devices or codes.



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B27. Gratuities

Supplier represents and warrants that it has not offered, given, accepted, or promised gratuities, in the form of entertainment, gifts, or other incentives (financial or otherwise) to or from any officer or employee of E&I or any Member to secure this Agreement or to secure favorable treatment with respect to the awarding of this Agreement or any post-award activities, including potential Renewal Terms.

B28. Covenant Against Contingency Fees

Supplier represents and warrants that it has neither offered nor paid a contingency fee or other financial or similar incentive to any individual, agent, or employee of E&I or Member to secure or influence the decision to award this Agreement to Supplier.

B29. Suspension or Debarment

Supplier represents and warrants that the Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier represents and warrants that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, and that Supplier is in compliance with all applicable statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

B30. [NEGOTIATED] Non-Solicitation

During the term of this Agreement neither Party shall solicit for employment or contractor relationship any employee of the other Party who was engaged in or became known to the other because of the performance of this Agreement, provided that the foregoing shall not prohibit offers of engagement which result from general, non-targeted solicitations.

B31. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

B32. Force Majeure

Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this Agreement. The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event.



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For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

B33. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

B34. [NEGOTIATED] Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier. For avoidance of doubt, this Section does not apply to Supplier's Subscription Agreement with a Member.

B35. [NEGOTIATED] Termination for Default

Either party will notify the other party upon discovery of a breach of this Agreement. Either party may terminate this Agreement immediately upon the breach of this Agreement by the breaching party by delivering written notice to said party, or if such breach is capable of being cured, either party shall notify the breaching party in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the breaching party fail to cure the same within said period, the party shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the breaching party to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

Termination for Default rights between Member and Supplier are provided for in Section 11 of Exhibit I in lieu of this Section B35.

B36. [NEGOTIATED] Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice. Continuation of performance through termination under a Subscription Agreement between Supplier and Member shall be in accordance with Section 11 of Exhibit I.

B37. Holdover Clause

Supplier shall continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA, not including evergreen or automatic renewal periods ("Holdover Period"). The terms and conditions of this Agreement shall remain in effect for the duration of the Holdover Period.

B38. [NEGOTIATED] Independent Audit

Members may, upon reasonable request and no more than once per year for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by Member and/or its designee. Supplier shall provide Member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

B39. [NEGOTIATED] Open Records

All information, documentation, and other materials submitted by Supplier under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the Members.

B40. Student Educational Records

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.



Master Agreement

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 Business Intelligence, Data Analytics & Data Warehouse Solutions
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B41. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

B42. [NEGOTIATED] Limitation of Liability

The parties agree to limit their liabilities to each other to direct damages not to exceed \$1,000,000 for gross negligence or willful misconduct in performing their respective responsibilities under this Agreement. Neither Supplier, E&I, nor Member shall be liable for any indirect, special, incidental or consequential damages, including but not limited to the loss of revenue, cost of capital, or loss of business reputation or opportunity whether such liability arises out of contract, tort (including negligence), strict liability or otherwise, even if the other party had advised that such damages are possible. The limitation of liability provided herein shall not apply to the provisions of Section B13 hereof.

B43. [NEGOTIATED] Letter of Participation

Members will complete an online form (“Letter of Participation”) indicating their desire to purchase services offered under this Agreement. The content and format of the Letter of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Letter of Participation shall supersede any previous Member declaration for the purchase services, unless otherwise specified, and will remain in effect during the term of this Agreement. Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Agreement launch.

Upon receipt of the Letter of Participation, Supplier shall link all Member accounts, existing and new, to the E&I Agreement within 4-7 business days and credit all future purchases to Member and E&I whether an existing or new client of Supplier (“Alignment”); provide E&I Member a confirmation email message within 24 hours of its receipt of the Letter of Participation; and send E&I Member a final confirmation email message once the new or existing account(s) is/are Aligned to the Agreement. For the avoidance of doubt, applicable SOW and/or MSA execution or finalization is not required for Alignment to be complete.

Notwithstanding the foregoing, any Member with an existing direct agreement with Supplier shall have the option to convert to this Agreement upon termination or renewal of said agreement, upon at least sixty (60) days prior written notice to Supplier.

B44. Confidentiality

In the course of the performance of this Agreement, either party (the “Recipient”) acknowledges that its employees and contractors may, in the performance of the Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other party (“Owner”). Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party without the written consent of owner or unless required by law, regulation, or accounting oversight body. “Confidential Information” means information, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) Recipient develops it independently or already had knowledge of such information prior to disclosure by Owner; and (4) Owner gives to any third party without confidentiality limitations. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. The parties’ obligations under this section will survive the termination of this Agreement.

B45. Price Gouging Prohibited

Supplier shall not sell goods or services which are vital and necessary for the health, safety and welfare of consumers to a Member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to Member of the excessive amount charged.



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A declared state of emergency means, for the purposes of this Agreement, a circumstance in which government officials determine that there is a threat to the safety of the citizens of the United States, or region thereof. During such a time, officials may implement procedures to protect or provide care for the affected population until the threat has diminished.

B46. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient's email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Ian Robbins, Senior Vice President, Sourcing & Contracts
 E&I Cooperative Services, Inc.
 2 Jericho Plaza, Suite 309
 Jericho, NY 11753
 irobbins@eandi.org

If to Supplier: Ryan Hopkins, Chief Financial Officer
 HelioCampus, Inc.
 7315 Wisconsin Avenue, Suite 750W
 Bethesda, MD 2018
 844-994-3546
Ryan.Hopkins@HelioCampus.com

B47. Data Security and Privacy

Supplier agrees that it shall protect the data it receives from or on behalf of E&I and Member at all times in accordance with the Agreement. Supplier shall follow all applicable laws and all policies, notices, and statements that have been agreed in writing by Supplier concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the services being provided. Supplier shall provide true and correct copies of all current privacy policies adopted by Supplier in connection with their operations, when requested. Where applicable, Supplier has (i) complied with all any applicable law related to the protection, privacy and security of sensitive personal information, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), General Data Protection Regulation (GDPR), and any similar federal, state or foreign law and other laws regarding the disclosure of data, (ii) not violated its applicable privacy policies and (iii) taken commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Supplier in accordance with its applicable privacy policies.

B48. Compliance with Member Policies

While at Member's premises, Supplier personnel shall (i) comply with Member's requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety, dress, behavior, and security practices or procedures) generally applicable to such premises and communicated to the Supplier, and (ii) otherwise conduct themselves in a businesslike and professional manner. If requested by Member, Supplier shall have all applicable Supplier personnel execute acknowledgement of Member's conduct and other policies.

B49. [INTENTIONALLY OMITTED] Supplier Diversity