



[Text deleted] • [Text deleted] • Philadelphia, PA [Text deleted] • Telephone [Text deleted] • Fax [Text deleted] • www.rmahq.org

COLLEGE AND UNIVERSITY NETWORK LICENSE AGREEMENT

THIS COLLEGE AND UNIVERSITY NETWORK LICENSE AGREEMENT ("Agreement") is made this 6th day of June, 2016, by and between The Risk Management Association, a 501(c)(6) not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, located at [Text deleted] ("RMA"), and the undersigned ("Licensee").

- 1. Non-Exclusive License.** RMA, the sole and exclusive owner of the copyright in and to the publication, Annual Statement Studies® and of certain books, computer tapes, diskettes, or other media containing the information compiled therein, hereby grants to Licensee, and Licensee accepts, the limited, non-exclusive right to use the Data via Licensee's Local Network System solely for Licensee's internal educational, research, instructional, or personal use in accordance with and subject to the terms and conditions of this Agreement.
- 2. Term.** The license granted hereby shall have an initial term from the date hereof through October 31, 2016. Thereafter the License Agreement will automatically renew for additional, successive terms of one year each following the initial year unless terminated by either party according to the terms and conditions set forth by this Agreement.
- 3. Terms and Conditions.** Licensee has read and agrees to the Terms and Conditions set forth in Sections 4- 18 below (the "Terms and Conditions"). The parties' signatures to this Agreement signifies acceptance of the terms set forth above and all of the Terms and Conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this License Agreement to be signed and sealed by their duly authorized officers, all on the date first set forth above.

University of California, San Diego

The Risk Management Association

By: [Text deleted]

By: [Text deleted]

Name: [Text deleted]

Name: [Text deleted]

Title: *AWU Collection Services*

Title: Chief Financial Officer

Address 1: UC San Diego

Address 2: 9500 Gilman Dr.

City, State: La Jolla, CA 92093

4. Definitions. As used herein:

(a) the term "Authorized Users" means a person who is permitted to access the Licensed Data remotely via the Internet during those period(s) of the term of this Agreement and that such a person is an employee, student, faculty member (including temporary or exchange faculty for the duration of their assignment, but excluding alumni unless physically present within the sites), researcher (including temporary or exchange researchers for the duration of their assignment), independent contractor acting as a faculty or staff member, executive officer, or member of the governing board of the University, and a person physically present within one of the sites/institutions/facilities, who shall only be permitted to access the licensed Data through terminals physically located within that site/institution/facility. Authorized Users will be granted access to the licensed Data via IP address authentication and will be identified and authenticated by the use of Internet Protocol ("IP") addresses provided to RMA, as listed on Exhibit 1 hereto. The IP address will allow unlimited number of simultaneous users.

(b) the term "Data" means the information contained in RMA's Annual Statement Studies® (2015-16 Edition) and any future edition of Annual Statement Studies® issued during the term of this Agreement.

(c) the term "Local Network System" means multiple interactive user terminals connected to a single processing or multiprocessing micro-computing unit owned, leased or operated by Licensee which is located at the University.

5. Grant of Non-Exclusive License.

(a) RMA hereby grants to Licensee, and Licensee accepts, the limited, non-exclusive right to use the Data via Licensee's Local Network System solely for Licensee's internal educational, research, instructional, or personal use in accordance with and subject to the terms and conditions hereof. Licensee acknowledges and agrees that the use of the Data shall be restricted to Authorized Users. Except as provided in Section 5(b), Licensee may not rent, lease, sell, sublicense, transfer, time share, modify, reproduce, distribute, publish or publicly display the Data. Licensee may not use the Data for any purpose other than as expressly provided herein. Licensee shall not knowingly cause any person or entity to breach the restrictions included in this Section.

(b) RMA grants Licensee the limited right to display and publish the Data among Authorized Users for academic, non-commercial purposes only. RMA reserves the right to refuse any publication or display of the RMA Data and require that such use cease immediately upon notice by RMA. Any commercial publication or incorporation of portions of RMA's Copyrighted Material or Data in a written publication prepared by Authorized Users requires the express written consent of RMA and the execution of a separate RMA's Non-Exclusive Copyright License.* Licensee will have no right to modify, alter or otherwise change the Data pursuant to Licensee's limited rights under this provision.

6. Initial Term; Renewal Terms: The license granted hereby shall have an initial term from the date hereof through October 31, 2016. If Licensee shall have complied with all of the terms, provisions, covenants and conditions of this Agreement during the initial term, RMA will send Licensee a renewal invoice prior to the end of the then current subscription period. This renewal invoice will also serve as advance notice of cost increase (if any). Payment of the invoice will confirm Licensee's renewal and extension of the term of this Agreement for an additional, successive term of one (1) year. Failure to pay the then-current license fee as provided in the foregoing sentence shall result in the expiration of the term of this Agreement.

Upon the expiration or other termination of this Agreement, Licensee's access to the Data shall cease. In addition, Licensee shall, if in reasonable control of the Data, return the Data to RMA or destroy the Data, in which case, an officer of Licensee shall certify in writing that Licensee has destroyed the Data under its reasonable control. Licensee's access to the Data will be terminated upon termination of this Agreement.

7. Delivery of Data; All Proprietary Interest Retained; No Modification to Data. RMA shall deliver the Data as soon as possible after the Data is made commercially available by RMA. RMA shall notify Licensee if and when future editions of the Data are compiled and available for use by Licensee in accordance with the terms of this Agreement. Title to the Data and all copies thereof remain solely with RMA. The Data is copyrighted and is protected by United States copyright laws and international treaty provisions. Licensee and Authorized Users may

download and digitally copy a reasonable amount of the Data, as determined by RMA in its discretion, solely in connection with Licensee's ordinary educational activities, provided that Licensee and Authorized Users keep intact all copyright and proprietary notices, Licensee and Authorized Users make no modifications to the Data, and Licensee and Authorized Users do not download quantities of materials to a database that can be used to avoid future use of the Data.

8. Licensee covenants not to make any modification, alteration, addition, or deletion to the Data or to make any copy of substantive portions of the Data or knowingly permit any copy to be made without the express written consent of RMA. Any modification of software to ensure compatibility with the Licensee's network is the sole responsibility of Licensee, and Licensee will hold RMA harmless from and against any claim, damage, or loss arising out of or relating to such modification. Upon receiving a later edition of the Data containing the same, Licensee shall promptly cease using the earlier edition of the Data.

9. Limitations on Licensee's Use, Notice of Limitation; Nondiscrimination Covenant. Licensee shall use the Data only in compliance with the terms and conditions of this Agreement and all applicable laws, primarily for academic purposes, and not commercial purposes, as related to the College or University that is a party to this Agreement. Nothing in the Agreement shall extend to any sponsor, alumni or former student of Licensee. Licensee shall not unfairly or inaccurately describe RMA's Annual

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10. Acknowledgment. Licensee agrees that the Data was compiled from a sample not necessarily statistically representative or reliable, and that reliance thereon should be limited accordingly.

11. Royalty and Other Payments. In consideration of the license hereby granted Licensee agrees to pay to RMA annual license fees. The annual license fee for the period of 12th, May, 2016 thorough 31st, October 2016, [Text deleted]

12. Termination and Remedies.

a. In the event Licensee fails to comply with any of the terms or conditions hereof, and such failure continues and is not cured within thirty (30) days of RMA's notice thereof to Licensee, RMA shall have the right to terminate this Agreement; such right of termination shall be in addition to, and not in substitution for, any other rights and remedies RMA may have at law or in equity for breach or default hereunder. In the event RMA (a) fails to comply with any of the terms or conditions hereof, and such failure continues and is not cured within thirty (30) written notice from Licensee, (b) terminates or suspends its business, (c) becomes subject to any bankruptcy or insolvency proceedings under any Federal or State statute, or (d) becomes

insolvent or becomes subject to direct control by a trustee, receiver or similar authority, Licensee may, in addition to its other legal rights and remedies, terminate this Agreement on seven (7) days written notice to RMA.

b. RMA may terminate this Agreement immediately without liability to RMA upon notice of any claim, suit or proceeding alleging that the Data or Licensee's use thereof constitutes an infringement of the intellectual property rights of any third party, and Licensee shall promptly inform RMA of any such claim, suit or proceeding which comes to its attention.

c. Upon any expiration or termination hereof, Licensee shall forthwith cease using the Data.

d. Notwithstanding any expiration or termination hereof, Sections 9 through 16 shall survive and shall remain in full force and effect.

13. Indemnities. [This section left intentionally blank]

14. Limitation of Liability.

a. RMA BELIEVES THAT THE DATA HAVE BEEN OBTAINED FROM OR IS BASED UPON SOURCES BELIEVED BY RMA TO BE RELIABLE, BUT MAKES NO WARRANTY AS TO ITS ACCURACY OR COMPLETENESS. THE DATA IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.

b. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (i) IN NO EVENT SHALL RMA'S AGGREGATE LIABILITIES AND OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE TOTAL OF ALL AMOUNTS RECEIVED BY RMA FROM LICENSEE PURSUANT TO SECTION 10 HEREOF DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, AND (ii) RMA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT LOSSES OR DAMAGES WHATSOEVER.

15. Assignment; Binding Agreement. Licensee may not assign this Agreement without the prior written consent of RMA. This Agreement shall be binding upon the parties and their respective affiliates, assigns and successors in interest, each party shall insure that their respective affiliates do not take or cause to be taken any action which would be a breach hereunder by such party, and shall inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other person shall be entitled to any of the benefits conferred by this Agreement.

16. Amendment, Modification and Waiver. No amendment, modification or permanent waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties. RMA may (with or without writing) waive any instance or instances of default or noncompliance with the terms and conditions of this Agreement, but no such waiver shall be deemed a waiver of any subsequent or different default or noncompliance.

17. Notices. All notices provided for in this Agreement shall be in writing, and may be mailed or delivered to the parties at the addresses set forth above or at other addresses specified by notice hereunder.

18. No Other Agreement. This Agreement constitutes the complete understanding of RMA and Licensee with respect to its subject matter, and no representation other than is contained herein shall be binding.

19. Third Party Enforceability. This Agreement is enforceable only against and by the parties who have executed it; the Agreement neither creates nor restricts rights in third parties. Further, if any provision of the Agreement provides that Licensee shall enforce the terms of this Agreement against third parties, or restricts the legal rights of third parties, that provision shall be void.

20. Notice of Terms of "Click-Through" License Terms. In the event that RMA requires Authorized Users to agree to terms relating to the use of the Data before permitting Authorized Users to gain access to the Data (commonly referred to as "click-through" licenses), RMA shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

EXHIBIT 1

IP Addresses or Ranges on Licensee's Network

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