

INTERNATIONAL SERVICES AGREEMENT

This International Services Agreement (“**Agreement**”) by and among the undersigned State University of New York at Stony Brook (“**University**”), and Shorelight, LLC (“**Shorelight**”) is effective as of the date this Agreement is signed by both Parties (the “**Effective Date**”) Shorelight and the University are sometimes referred to herein as a “**Party**” and together as the “**Parties**”.

BACKGROUND

University is an institution of higher education that awards degrees at either the baccalaureate, master's, specialist or doctoral levels, or any combination of thereof.

Shorelight has developed and employs a variety of proprietary solutions that are designed to support recruitment and, admission of International Students at U.S. universities.

In addition, Shorelight maintains a global network of International Student recruiters.

University desires to engage Shorelight to design and implement global marketing services and leverage Shorelight's network of recruiters to assist the University in recruiting International Students for enrollment at the University.

In consideration of the foregoing and the mutual promises of the Parties contained in this Agreement (the mutuality, adequacy and sufficiency of which are hereby acknowledged), each of the Parties agrees as follows:

CERTAIN DEFINITIONS

In addition to terms defined elsewhere herein, the following terms have the following meaning when used in this Agreement with initial capital letters:

“**Academic Year**” is the period of time that is the longer of: (i) two (2) semesters; or (ii) the period of time required for a graduate or undergraduate student to progress from one academic year to the next. In the case of an ESL Student an Academic Year is equal to an Academic Year, plus the duration of such student's ESL program.

“**Add-On Services**” is a curated suite of services, programs and products that students may opt to purchase, including Shorelight-provided options like ESL courses, career services and internship placement, and a marketplace for third-party offerings, such as health insurance, housing and travel assistance. The Add-On Services are listed on Exhibit H, attached hereto, which Shorelight may periodically amend.

“**Admissions File**” is the documentation that Shorelight will collect from Shorelight-Identified Students, as specified in Exhibit B and which may be updated by the University from time to time, and which file may require, at the University's discretion, supplemental documents.

“ESL Students” are International Students recruited by Shorelight whose English proficiency is not sufficient for admission to University’s academic program, but who do meet the admissions requirements for University’s English-only program.

“Fees” are the University’s fees (such as housing, dining, student activity fees), that are not embedded in Tuition, are listed on the University’s website and are charged to students separately.

“International Student” is a person who is neither a U.S. citizen, nor a U.S. permanent resident, who resides in a country outside the United States, and is temporarily in the U.S. on a student or other non-immigrant visa or intends to.

“Minimum Screening Parameters” are the recommended screening parameters set in the SL Webservices by the University for Shorelight-Identified Students to be considered for admission to the University. Minimum Screening Parameters include key threshold metrics such as English-language proficiency tests (e.g. TOEFL, IELTS, Versant, or agreed upon equivalents including a Shorelight-provided English-proficiency test), residing within the designated Territory, complying with visa requirements, satisfying course/grade requirements or pre-requisites, etc.

“Net Tuition” is Tuition minus any discounts or scholarships granted by the University.

“Services” comprise the Recruitment and Admission services, set forth in Section 1 of this Agreement; the Marketing and Branding services set forth in Section 2 of this Agreement; and the SL Webservices set forth in Section 3 of this Agreement.

“Shorelight-Identified Students” are undergraduate and graduate International Students, including transfer students, as well as ESL Students, each of whom self-identify as Shorelight-recruited students or whose Admissions File and offer acceptance are submitted to University via Shorelight’s SL Webservices.

“SL Webservices” are Shorelight’s proprietary webservices that provide universities access to Shorelight’s global infrastructure to recruit qualified International Students. SL Webservices allow universities to set Minimum Screening Parameters and review applications from International Students who meet the Admissions Parameters.

“SUNY Standard Contract Clauses (Exhibit A)”, **“Approved Trademarks”**, **“Trademarks Use Guidelines (Exhibit F)”**, **“General Contract Terms & Conditions (Exhibit B)”** The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “contract”) agree to be bound by the following clauses and requirements which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as “SUNY”)

“Term” is defined in Section 5 of this Agreement.

“Tuition” is the University's full list price tuition for International Students in any given year. Tuition includes any embedded fees but excludes any separately billed Fees. The University's

Tuition and Fee schedule is posted on the University's website and may be updated from time to time.

“University Marks” are the University's name, logos, and other indicia, copyrights, trademarks, service marks and other intellectual property rights of the University used in its marketing and branding materials.

1. Recruitment and Admission

The University hereby engages Shorelight to provide recruitment and pre-enrollment support of International Students at the University as specified in Exhibit B. The University will select a custom assortment of Shorelight's international marketing and recruiting shared services, training and access to Shorelight's proprietary SL Webservices designed to both simplify and enhance the process of matching qualified International Students with North American universities.

(a) Recruiting and Enrollment.

- (i) Shorelight will work with the University to develop initiatives that target International Students and will provide the University access to the SL Webservices
- (ii) Shorelight will use the Minimum Screening Parameters set by the University, set in the SL Webservices, to locate and screen viable candidates for entry to the University programs (which may include ESL, undergraduate programs and graduate programs).
- (iii) Shorelight will collect the documentation in the Admissions File and provide the University with the Admissions File for Shorelight-Identified Students who meet the Minimum Screening Parameters and who have affirmatively authorized Shorelight to submit their application to University.
- (iv) The University will review the Admissions File for Shorelight-Identified Students and decide, in its sole discretion, whether to admit such students.
- (v) Shorelight may employ third parties as it determines necessary or appropriate to identify and recruit students, provided that Shorelight will be responsible for all costs associated therewith. Shorelight and all third party recruiters must abide by the requirements set forth in Exhibit B.
- (vi) Each application submitted by Shorelight or its third party recruiters will be submitted via SL Webservices and clearly identify the student as recruited by Shorelight.

- (b) Enrollment Management Services. Shorelight will send the Admissions File for Shorelight-Identified Students who meet the Minimum Screening Parameters to the University and the University will in its sole discretion determine whether to admit such students.

- (c) Visa Matters. The University and Shorelight will work cooperatively to provide reasonable assistance to Shorelight-Identified Students with understanding and meeting their visa requirements. Students will be required to obtain an I-20 prior to matriculation to the University. University will retain responsibility for SEVP compliance.
- (d). Scholarships. The University will consider Shorelight-Identified Students for scholarships on terms that are no less favorable than those provided to US students or International Students recruited by the University. In addition, the University may, in its discretion, elect to provide certain GPA-based scholarships to Shorelight-Identified Students as set forth in Exhibit C.

2. **Marketing and Branding.**

- (a) Marketing. Shorelight shall implement marketing initiatives solely in accordance with admission and program parameters set by the University in the SL Webservices, and approved by the University under this Agreement, to promote the University to International Students. Shorelight may contract with third parties to perform certain marketing and recruitment functions; provided that University is provided with reasonable prior written notice of any third party creating a custom marketing campaign and that third parties are required to sign a written contract with Shorelight requiring compliance with the terms of this Agreement, . For clarity, Shorelight contracts with and pays commissions to third-party agencies and agents who represent International Students (not Shorelight) for the limited purpose of compensating such agencies and agents for referring International Students. These agents and agencies are not Shorelight subcontractors. All marketing fees and commissions will be Shorelight's responsibility.
- (b) Branding. The University hereby grants to Shorelight a non-exclusive, revocable, within the Territory, royalty free, license during the Term to use the University Marks solely in connection with Shorelight's performance of its obligations and the exercise of its rights under this Agreement; provided that each such use complies with the University's Trademarks Use Guidelines. Any third parties Shorelight employs to perform marketing or other services under this Agreement may only use the University Marks within the scope of the rights granted to Shorelight by this Agreement. Shorelight shall obtain the Division of University Communication's prior written approval as to the form and content of each specific use of the University's Marks and agrees to comply with the University branding and trademark use standards located at <https://www.stonybrook.edu/sbu-brand/> and set forth in Exhibit F hereto. The University may approve templates and standard forms of use for the University Marks, provided, however, that any new or not previously-approved use (for example in new collateral or in new

types of promotions) of University Marks by Shorelight or any contractor of Shorelight must have the prior approval of the University. For clarity, the use of a previously-approved template will not be considered a “specific use.” To the extent that Shorelight is otherwise permitted to use the University Marks pursuant to this Agreement, it will observe at all times any then-current University use policies as to the representation of the University Marks, and their manner and disposition on documentation and products (whether in hard copy or electronic form). Shorelight hereby recognizes and acknowledges that the University is the sole and exclusive owner of the University Marks and all rights therein and goodwill pertaining thereto. Any use of the University Marks will inure solely to the benefit of the University and will not grant Shorelight any right, title or interest in or to the University Marks. Notwithstanding anything herein to the contrary, the University may revoke or withdraw any or all approvals and/or licenses provided for in this Section 2(b) at any time for any reason (or no reason) in its sole discretion. Upon expiration or earlier termination of this Agreement or the University’s revocation or withdrawal of any approval(s), Shorelight shall immediately cease all use of University Marks and shall direct and ensure that any and all third parties (including contractors, agents or subcontractors of Shorelight) immediately discontinue any and all use such University Marks.

3. **SL Webservices.**

(a) SL Webservices consists of a variety of proprietary webservices that are designed to attract and recruit qualified International Students to Shorelight-affiliated universities. Shorelight representatives will consult with the University on optimizing the efficacy of the SL Webservices and to counsel the University on best practices and admissions processes for attracting International Students.

(b) The SL Webservices selected by the University are set forth on Exhibit D. Shorelight will make the SL Webservices available to the University for the duration of the Term. The University’s use of the SL Webservices is subject to the Terms of Use set forth on Exhibit D.

(c) Shorelight-Identified Students will have access to the Add-On Services, and Shorelight will work with the University to utilize the Add-On Services for such students. Additionally, the University may refer non-Shorelight Identified Students to the Add-On Services. For each non-Shorelight-Identified Student referred by the University who purchases any Add-On Services, Shorelight will pay to the University the fee set forth on Exhibit C hereto. Shorelight will pay such referral fees to a scholarship fund established or identified by the University, or to another account as the University may designate.

(d) The SL Webservices will be subject to the accessibility, data security, confidentiality/non-disclosure and other provisions set forth in **Exhibit B** annexed hereto and incorporated herein by reference.

4. Payment and Fees

Payments between the Parties will be made as set forth on Exhibit C.

5. Term, Termination, Default

(a) Term. This Agreement will remain in effect for five (5) years from the Effective Date (the “Term”).

(b) Default. Either Party can terminate this Agreement, using the procedures listed in this Section 5, if there is an Event of Default. As used herein, the following terms will have the meanings below:

(i) Defaulting Party and Non-Defaulting Party. A “Defaulting Party” is a Party with respect to which any Event of Default has occurred. A “Non-Defaulting Party” is a Party with respect to which no Event of Default has occurred.

(ii) An “Event of Default” is (a) a breach of any confidentiality, non-disclosure, or Section 2(b)’s authorized use provisions by Shorelight or its contractors; or (b) any material default by a Party in the performance of any covenant or other obligation under this Agreement or in the performance of any material provision this Agreement.

(c) Termination and Remedies. Upon the occurrence of an Event of Default, the Defaulting Party may attempt to cure such Event of Default for a period not to exceed thirty (30) days, unless an Event of Default specified in Section 5(b)(ii)(a) in which case the cure period shall not exceed five (5) business days. Upon the expiration of any applicable grace period provided for herein, the Non-Defaulting Party may terminate this Agreement by notice to the Defaulting Party and will have the remedies provided for herein and any other rights and remedies provided for by law.

Additionally, University shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause.

(d) Change in Law. If, during the Term of this Agreement, an educational agency rule, or any federal, state or local law, statute, rule or regulation (i) renders one or more material provisions of this Agreement unlawful, or (ii) otherwise exposes one or more of the Parties to material liability or penalties, including loss of accreditation or state or federal funding, or (iii) renders any term of this Agreement impossible (items i through iii above collectively an “Adverse Event”); and, if an Adverse Event cannot be avoided by an amendment to this Agreement mutually agreeable to the Parties, a Party may terminate the Agreement upon written notice to the other Party.

(e) Payments After Termination/ Expiration. The expiration or early termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party. Notwithstanding anything in this Section 5 to the contrary, unless the University terminates this Agreement for material breach, or a change in law that renders this Agreement or the terms thereof unlawful, following the Term, University will continue to pay to Shorelight any fees specified in this Agreement (including Exhibit C) for Shorelight-Identified Students who (i) are enrolled at the University at the end of the Term; or (ii) applied prior to Termination and enroll in the University within two (2) semesters following the Term.

6. Representations and Warranties.

Shorelight represents and warrants that:

- (a) It has the legal power and is duly authorized to enter into and perform its obligations under this Agreement.
- (b) No approval of shareholders, directors, trustees or any governmental authority is required in order for it to enter into and perform its obligations under this Agreement except for approvals that have been or will be obtained simultaneously with the execution of this Agreement.
- (c) It is duly organized under the laws of its jurisdiction of formation, is in good standing under the laws of such jurisdiction, and duly qualified and in good standing in each jurisdiction in which the nature of its activities makes such qualifications necessary.
- (d) It is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder, and that it has all power and authority under all instruments or agreements to which it is a party to enter into this Agreement and to perform its obligation hereunder.

7. Indemnification. Shorelight shall indemnify, defend and hold University harmless from and against any and all claims, actions, damages, costs (including reasonable attorneys' fees) arising from or related to this Agreement and caused, directly or indirectly, by Shorelight's negligence, intentional misconduct or breach of this Agreement. The University shall indemnify, defend and hold Shorelight harmless from and against any and all claims, actions, damages, costs (including reasonable attorneys' fees) arising from or related to this Agreement and caused, directly or indirectly, by University's negligence, intentional misconduct or breach of this Agreement.

8. Contractor Responsibility:

a. General Responsibility. Shorelight ("Contractor") shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b. Suspension of Work for Non-Responsibility. The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

c. Termination for Non-Responsibility. Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the Contract may be terminated by the SUNY Chancellor or his or her designee at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. Miscellaneous

(i) Notices. Ordinary course business communications in connection with the performance of this Agreement may be given electronically, by fax, by mail or any other comparable means, but any such communication will be deemed received only upon actual receipt. Any other formal notice, communication and delivery under this Agreement (including one of default or termination): (a) will be made in writing; (b) will be delivered only (i) in person, or (ii) by certified mail or nationally recognized next Business Day delivery service; (c) unless given in person, will be given to the address specified in the signature block of this Agreement; (d) will be deemed received (i) if delivered in person, on the date of personal delivery, or (ii) if sent by certified mail or nationally recognized next Business Day delivery service, on the date received. Notices will be given at the addresses and to the persons specified in the signature lines of this Agreement.

(ii) Waiver. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of the right, power or privilege, and no single or partial exercise of any right, power or privilege will preclude any other or further exercise of the right,

power or privilege or the exercise of any other right, power or privilege. To the extent permitted by applicable law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party with such other Party being authorized to grant such waiver; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving the notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

(iii) Force Majeure. No Party shall be liable to another or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, riots or insurrections, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay and uses good faith efforts to remedy the force majeure delays as soon as possible.

(iv) No Title IV Activities. This Agreement pertains to the recruitment of students who are not eligible to receive aid under the federal student aid programs authorized under Title IV of the Higher Education Act of 1965, as amended (Title IV). Other than Shorelight's prohibition from recruiting students who are eligible for Title IV aid programs, Title IV compliance will remain at all times within the exclusive purview of the University. Shorelight will not administer any aspects of the University's responsibilities under Title IV. Shorelight is not, and will not act as, a Third Party Servicer as that term is defined at 34 C.F.R. § 668.2 or as that term is interpreted in the Department of Education's Dear Colleague Letters. Shorelight will indemnify and hold harmless University for any and all damages, including punitive or consequential damages, arising or resulting from violation of this section by Shorelight, its subcontractors or third party recruiters.

(v) Entire Agreement and Modification. This Agreement including all Exhibits and appendices hereto, supersedes all prior agreements between the Parties with respect to their subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

(vi) No Third Party Rights. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This

Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns.

(vii) Severability. If any provision of this Agreement not essential to accomplishing its purposes is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.


(viii) Governing Law. This Agreement, including issues arising out of or related to this Agreement will be governed by the laws of the state in which the University is located, without regard to the choice of law rule.

(ix) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures on this Agreement transmitted by facsimile or electronically will be accepted as original signatures.

(x) Relationship of the Parties. Nothing in this Agreement will be deemed or construed to create any partnership, joint venture, agency, or employer-employee relationship between the University and Shorelight. At any times during the term hereof, the parties will be considered independent contractors, and neither the University nor Shorelight will have any authority to act for or on behalf of the other Party, represent itself as the agent of the other Party, or to incur any debts or other obligations on behalf of the other, except as expressly provided for herein.

(xi) The following items will be incorporated into, and made part of, the formal agreement: (1) Exhibit A, NYS Standard Contract Clauses; (2) Exhibit B, General Contract Terms & Conditions (3) Exhibit C, Financial Terms; (4) Exhibit D, SL Webservices Terms of Use; (5) Exhibit F, Trademark Use Guidelines; (6) Exhibit G "Training, International Marketing Services, International Recruiting Shared Services & Access to SL Webservices";; (7) Exhibit I "IT Clauses" (8) this Agreement. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibit A; (2) Exhibit B; (3) Exhibit F (4) Exhibit G (5) Exhibit D (6) Exhibit C (7) this Agreement.

SHORELIGHT, LLC

By: 

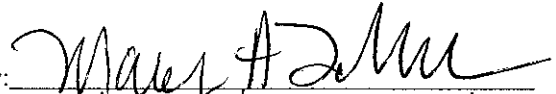
Name: Basil Cleveland

Title: Executive Vice President

Address: 2 Seaport Lane
Suite 500
Boston, Massachusetts 02210

Date: June 26, 2023

STATE UNIVERSITY OF NEW YORK AT
STONYBROOK

By: 

Name: Mary H. LaCarte

Title: Asst Director

Address: Stony Brook Univ

Date: 6/28/23

EXHIBIT B

As provided for in Section 1 of the Agreement, the University has selected the following custom assortment of Shorelight's international marketing and recruiting shared services, training and access to Shorelight's proprietary SL Webservices designed to both simplify and enhance the process of matching qualified International Students with North American universities:

TRAINING

Shorelight will work with the following University employees to train them on the use of the SL Webservices and optimizing the recruitment and enrollment of International Students.:

1. Richard Beatty
2. Mark Cortez
3. Stacey Acquaro

INTERNATIONAL MARKETING SERVICES

Shorelight will work with the University to develop marketing initiatives that target recruitment of International Students. The parties will mutually develop and agree to a statement of work (SOW) which shall include, but not be limited to:

- (1) Description of Services;
- (2) Implementation Timeline for Delivery of Services;
- (3) Approval Process;
- (4) Target Audience
- (5) Quarterly Enrollment Reporting

The SOW shall be in writing, signed by both parties and incorporated into this Agreement as Exhibit B-1

INTERNATIONAL RECRUITING SHARED SERVICES

Shorelight and any third party recruiters engaged to recruit International Students for or to University (each a "RECRUITER") must abide by the following requirements:

- I. In performing the Services, the RECRUITER must:
 - (a) Promote University's Academic Programs with integrity and accuracy and recruit Prospective Students in an honest, ethical and responsible manner;
 - (b) Inform Prospective Students accurately about the requirements of University Academic Programs;
 - (b) Assist to uphold the high reputation of University and of the United States international education sector;
 - (d) Advise the Prospective Student that they are required to provide to University a permanent address and email in their country of origin (other than the RECRUITER's address);
 - (e) If a Prospective Student's visa application is refused, advise the Prospective Student that University will refund the Prospective Student's tuition deposit (if any) (but not any application fees) and remit said deposit to the permanent address provided (not the RECRUITER's address);
 - (f) Make sure that all necessary evidence and documents accompany a Prospective Student's application and acceptance of offer;
 - (g) Provide any offer documents received from University to the Prospective Student within three (3)

business days of receiving the offer documents;

- (h) Provide University with market intelligence about the recruitment of Prospective Students;
- (i) Only undertake promotional and marketing activities that are connected to or make reference to University that are expressly authorized by University;
- (j) Comply with all relevant laws; and,
- (k) Take no action that will result in University's non-compliance with any U.S. laws or regulations or any local or national laws or regulations of the country in which the RECRUITER operates.

II. The RECRUITER must give Prospective Students, before they complete an application, information provided to the RECRUITER by University about:

- (a) University and its facilities, equipment and learning resources;
- (b) University's Academic Programs including course content, duration, qualifications and modes of study;
- (c) Academic Program fees and refund conditions;
- (d) Living in the United States and the local environment of the University campus including information about campus location and costs of living;
- (e) The minimum level of English language ability, educational qualifications and work experience required for acceptance into Academic Programs;
- (f) Visa requirements which must be satisfied by the Prospective Student including English language proficiency levels and information on preparatory or bridging courses offered through University, including University's English Language Institute, where these are considered necessary.

III. The RECRUITER must inform Prospective Students that:

- (a) Students who come to the United States on a student visa must have a primary purpose of studying and must study on a full-time basis;
- (b) Personal information provided may be made available to Federal and State agencies in compliance with applicable law;
- (c) University is required by law to inform the Federal government of any changes to the Student's enrollment status or other changes of condition which may relate to visa status.

IV. The RECRUITER **must not**:

- (a) Engage in any dishonest practices, including suggesting to Prospective Students that they can come to the United States on a student visa with a primary purpose other than full time study;
- (b) Facilitate applications for any individuals who do not comply with visa requirements;
- (c) Make any representations or offer any guarantees to Prospective Students about whether they will be granted a student visa;
- (d) Make any representations or offer any guarantees to Prospective Students about the likelihood of awards of financial aid or scholarships;

- (e) Engage in false or misleading advertising or recruitment practices;
- (f) Make any false or misleading comparisons with any other education provider or their Academic Programs;
- (g) Make any inaccurate claims of association of University with any other education provider;
- (h) Give inaccurate information to a Prospective Student about acceptance into an Academic Program for which they applied or into any other Academic Program;
- (i) Undertake any advertising or promotional activity about University or any University Academic Program(s) without the prior written consent of University. Advertising or promotional activities will be at the RECRUITER's expense;
- (j) Give inaccurate information to a Prospective Student about the fees and charges payable to University;
- (k) Utilize any institutional Marks in any way whatsoever, without prior written authorization from University;
- (l) Charge any fee to a Prospective Student for their application or acceptance of an offer, other than those set by University or unless otherwise agreed upon by University;
- (m) Recruit Prospective Students who are eligible to receive Federal Fund aid under Title IV of the Higher Education Act of 1965; or,
- (n) Evaluate, scout, or recruit Prospective Students on the basis of athletic ability.

V. The RECRUITER is **not** permitted to:

- (a) Commit University to accept any Prospective Student into an Academic Program and must not make representations to the contrary;
- (b) Use any registered or unregistered trademark, logotype or other Marks of University without the prior written consent of University.

ACCESS TO SL WEBSERVICES

SL Webservices will provide the University access to Shorelight's global infrastructure to recruit qualified International Students. SL Webservices allow universities to set Minimum Screening Parameters and review applications from International Students who meet the Admissions Parameters.

Shorelight representatives will consult with the University on optimizing the efficacy of the SL Webservices and to counsel the University on best practices and admissions processes for attracting International Students .

Shorelight will provide the University with an onboarding survey promptly following the Effective Date. The University will complete and return the survey to Shorelight within ten (10) days of receipt. Thereafter, Shorelight will provide the University with access credentials to log into the SL Webservices.

Admissions File: The admissions file will include Transcripts, English Proficiency Report, Proof of Graduation, and GRE/GMAT (if required) for graduate students. The Admissions File required elements may be updated by the University from time to time, and the University may, in its discretion, require supplemental documentation from students prior to submission of an application via SL Webservices.

Decision Letters/ Enrollment Documents: The University and Shorelight will design and implement a process for the exchange acceptance and enrollment documents between the University and the students who accept the University's offer.

EXHIBIT C

FINANCIAL TERMS

1. Definitions

Terms used with initial capitals that are not otherwise defined in this Exhibit have the meaning ascribed to them in the International Services Agreement (the “**Agreement**”) to which these Exhibits are an integral part.

2. Collection and Fees

- (a) Collection. The University will collect Tuition and Fees from all Shorelight-Identified Students during their first Academic Year and thereafter.
- (b) Application Fee. The University will not waive any application fee for Shorelight-Identified Students
- 3. **Shorelight Fees**. University will pay Shorelight a fee calculated in accordance with this Section for each Shorelight-Identified Student who is (1) recruited by Shorelight; (2) enrolled in an Academic Program at the University; and (3) has paid the respective Gross Tuition and Fees to University. Shorelight will not be regarded as having recruited a Shorelight-Identified Student under this Agreement unless both the student’s application and acceptance of an offer letter is submitted to University via SL Webservices.
 - (a) Undergraduate Students. For undergraduate Shorelight-Identified Students, Shorelight’s revenue share is equal to thirty percent (30%) of Net Tuition for a Shorelight-Identified Student’s first Academic Year (the “**Undergraduate Revenue Share**”), plus a progression fee equal to ten per cent (10%) of such student’s Net Tuition for each additional semester (whether or not such semesters are continuous) following the first Academic Year that the student is enrolled at the University (the “**Undergraduate Progression Fee**”)
 - (b) Graduate Students. For graduate Shorelight-Identified Students, Shorelight will be paid a fee by the University in an amount equal to twenty-five percent (25%) of Net Tuition for a Shorelight-Identified Student’s first Academic Year (the “**Graduate Fee**”).
 - (c) Deliberately deleted.
 - (d) ESL. For ESL Students, Shorelight will be paid a fee by the University in the amount equal to twenty percent (20%) of the cost of the ESL Program (the “**ESL Fee**”). For clarity, ESL Students who subsequently matriculate to the University become subject to the Undergraduate or Graduate Fee and the Undergraduate or Graduate Progression Fee.
 - (e) No fee will be payable by University to Shorelight where the student is recruited through University’s own programs for recruitment of students within the United States including any distance education course.
 - (f) No fee will be payable by University to Shorelight where:
 - (1) A student recruited by Shorelight withdraws from his or her Academic Program(s) within thirty (30) days after commencement of the Academic Program(s);

- (2) A student recruited by Shorelight is accepted by University but is not granted a visa; and/or,
- (3) A student recruited by Shorelight is eligible to receive Title IV program funds under the Higher Education Act of 1965 (or superseding legislation).

The Undergraduate Fee, the Graduate Fee, and the ESL Fee are collectively the “**Shorelight Fee**.”

The Undergraduate Progression Fee and the Graduate Progression Fee are collectively the “**Shorelight Progression Fee**.”

5. Payment Terms

(a) Payment Amounts.

- (i) The University will retain 100% of all collected Fees; and pay to Shorelight (i) the Shorelight Fee and (ii) the \$500 fee for PhD students, when applicable.
- (ii) For any Shorelight-Identified Students who remain enrolled at the University after their first Academic Year, the University will collect all Tuition and Fees and will pay to Shorelight the Shorelight Progression Fee.
- (iii) Shorelight shall pay the University the Add-On Service Referral Fees, if any, for University-referred students (i.e. non-Shorelight Identified Students);
- (iv) Shorelight shall pay the University five percent (5%) of Net Tuition for a Shorelight-Identified Student's first Academic Year (the “**System Steward Reimbursement**”). The System Steward Reimbursement is intended to reflect that the University is Shorelight's lead partner in the SUNY system. The University may, on each annual anniversary of the Effective Date, in its sole discretion elect to transfer the role of lead partner to another university within the SUNY system, in which event the System Steward Reimbursement will become payable (on a prospective basis) to the transferee university and will no longer be paid to the University.

- (b) Payment Timing. All payments will be made within thirty (30) days following receipt and approval of a proper invoice which shall not be issued until after the add/drop date for the second semester in each Academic Year.

(c) Payment Process.

- (i) The Parties will create a process for reporting admission and enrollment of Shorelight-Identified Students at the University. The Parties will meet within thirty (30) days following the end of each semester to reconcile payment amounts. Following each reconciliation, the Party or Parties that is/are owed payments will invoice the other Party for any agreed-upon unpaid amounts (the “**Invoice Amount**”). Invoice Amounts are payable within thirty (30) days of invoice.
- (ii) Should a Party be required to adjust any amounts it has already paid to the other Party based on post add/drop withdrawals, or if a Party has otherwise made an overpayment to the other Party, an overpaying Party may deduct such already paid amounts from future amounts owed the other Party, or if no amounts remain owing to the other Party or if an underpayment has been made, an overpaid Party will promptly refund such overpayments to the paying Party and an underpaying Party will promptly make payment of any amounts due. Any refunds, that are not based on withdrawals, made to Shorelight-Identified Students for periods following each semester's add/drop date will be in the refunding Party's sole discretion and will not be taken into account in determining payments due to the other Party.

6. Scholarships

Scholarships:

| GPA | Scholarship \$ |
|----------------|----------------|
| 3.5 and higher | \$1,000.00 |

Or,

___ University elects NOT to provide scholarships

7. Certain Restrictions

During the first twelve (12) months following the Effective Date, Shorelight will not contract with any other SUNY school, other than the University at Buffalo, the State University of New York, to provide services that are substantially similar to those set forth in the Agreement and these Exhibits. During the Term of this Agreement, Shorelight will not provide any other school within the SUNY system with financial terms that more advantageous to such SUNY school than the terms of this Agreement.

EXHIBIT D

SL WEBSERVICES TERMS OF USE

1. **General Terms of Use.** Each person or entity, other than Shorelight, a Shorelight affiliate, or a Shorelight-related third-party, accessing SL Webservices on behalf of or at the direction of the University (including, but not limited to, University employees and contractors.), is considered a “User” on SL Webservices. The University is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. University's use of SL Webservices will not include, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of SL Webservices. University will use commercially reasonable efforts to ensure that Users do not and will not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile SL Webservices or any part thereof or otherwise attempt to discover any source code or modify SL Webservices in any manner or form; (b) access or use SL Webservices to circumvent or exceed Portal account limitations or requirements; (c) use SL Webservices for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to SL Webservices (including without limitation permitting access to or use of SL Webservices via another system or tool, the primary effect of which is to enable input of requests or transactions by anyone other than authorized Users); (e) use SL Webservices in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (f) publish, post, upload or otherwise transmit data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark SL Webservices.

University is responsible for ensuring that it does not store student information or other sensitive data in SL Webservices except in the designated encrypted fields for such data. University will not send any electronic communication from SL Webservices that is unlawful, harassing, libelous, defamatory or threatening. No part of SL Webservices may be copied, reproduced, distributed, republished, publicly displayed, posted or transmitted in any form or by any means. University agrees not to access SL Webservices by any means other than through the interfaces that are provided by Shorelight. University will not do any "mirroring" or "framing" of any part of SL Webservices, or create Internet links to SL Webservices which include log-in information, usernames, passwords, and/or secure cookies. University will not express or imply that any opinions contained in University's electronic communications sent via the SL Webservices are endorsed by Shorelight. University will use commercially reasonable efforts to ensure that all access and use of SL Webservices by Users is in accordance with the terms and conditions of this Agreement. Any action or breach by any of such User will be deemed an action or breach by University.

2. Proprietary Rights and Security.

(a) Ownership of University Data. As between Shorelight and University, all title and intellectual property rights in and to any proprietary or confidential data provided by or to the University that is either stored on, uploaded to, or incorporated into SL Webservices, including customizations that are created for University by Shorelight and communications with, and application and related documents or materials of, students, prospective students, counselors, agents and others submitted to or by University via SL Webservices (“**University Data**”) is owned exclusively by University. University acknowledges and agrees that in connection with SL Webservices, Shorelight will as part of its standard offering make daily backup copies of the University Data in University's “live” account and will store and maintain such data for a period of time consistent with Shorelight's standard business processes, which period will not be less than one (1) year. Following the Term, Shorelight will, at University's election and at no additional cost to University, either return all University Data in its possession to the University in a mutually agreed on form and format or certify in writing that it has destroyed all University Data in its possession.

- (b) Shorelight Intellectual Property Rights.** All rights, title and interest in and to SL Webservices (including without limitation all intellectual property rights therein and all modifications, extensions, customizations that are not University Data, scripts or other derivative works of SL Webservices provided or developed by Shorelight) are owned exclusively by Shorelight, or its licensors. Except as provided in this Agreement, the rights granted to University do not convey any rights in SL Webservices, express or implied, or ownership in SL Webservices or any intellectual property rights thereto. Any rights in SL Webservices or Shorelight's intellectual property not expressly granted herein by Shorelight are reserved by Shorelight. Shorelight service marks, logos and product and service names are marks of Shorelight (the "**Shorelight Marks**"). University will not use or display the Shorelight Marks in any manner other than as provided for in this Agreement, or with such Party's express written permission. Shorelight's use of University's Marks shall be governed by the terms of the Services Agreement.
- (c) **Systems/FERPA.** University will use its existing systems to maintain all academic, financial and other student records relating to Shorelight-Identified Students in compliance with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, its implementing regulations, 34 C.F.R. § Pt. 99, and any other applicable law or regulations.
- (d) **Personal Information.** Personal Information is (i) the personally identifiable information of Shorelight-Identified Students on applications to the University, (ii) the personally identifiable information of Shorelight-Identified Students enrolled at the University, and (iii) personally identifiable student data generated by Personal Information. Personal Information will be treated as confidential information of the University by Shorelight. Nothing in this section is intended to limit the effectiveness of a signed waiver of FERPA or other rights to Personal Information.
- (e) **Security.** Shorelight will maintain administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of University Data (including student data covered by FERPA). During the Term, Shorelight will maintain PCI DSS compliance for the portions of SL Webservices that store and process credit card data. Any changes made to SL Webservices by the University or at the University's direction may affect compliance with PCI DSS requirements. Shorelight will perform an annual ISO 27001 audit (or similar security standard), under the International Organization for Standardization (ISO) 27001 standard. No more than once per year, University may submit one request for a copy of Shorelight's final ISO 27001 certificate; provided, however that a reasonable number of more frequent requests are authorized in the event that University is notified of, or reasonably suspects that there is, a data security issue involving Shorelight or its systems or contractors systems. If similar third-party audits, standards and/or certifications become available in the future, Shorelight may choose to perform such audit and/or certify to such established industry standard selected by Shorelight in place of those in the preceding sentences.

Notwithstanding anything to the contrary herein, Shorelight agrees to the terms of SUNY Exhibit S annexed hereto and incorporated herein by reference.

EXHIBIT F**Non-Exclusivity and No Proprietary Rights**

University hereby grants to Shorelight during the term of the Services Agreement, a non-exclusive, royalty-free right and license to use, display, modify, to the extent necessary, any trademark, trade name, service mark, or logo of University ("Marks") for use during the term of the Services Agreement. At no time will Shorelight own any proprietary rights to the actual University content and to the Marks.

Names and indicia for Stony Brook University, Stony Brook Medicine, Stony Brook University Hospital and all affiliated offices or practices cannot be used without prior written consent of Marketing and Communications or designee. All communications must follow consistent brand guidelines and no additional logos can be created. Standards and guidelines for Stony Brook University and Stony Brook Medicine, the medical enterprise of the University, can be found at www.stonybrook.edu/brand and www.stonybrookmedicine.edu/communications/communications-tool-kit/home.

Exhibit G General Contract Terms and Conditions

State University of New York

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Agreement") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **Binding Effect:** The Agreement shall be binding upon its execution by both parties and, if required, upon the written approvals of the New York State Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC).

2. **Contractor's Representations and Warranties:**

a. The Contractor warrants that the Services it provides under this Agreement will conform substantially to the specifications set out in the Agreement and that all work will be performed in a professional and workmanlike manner, in accordance with the highest applicable industry standards. For purposes of this Agreement, "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

b. Contractor represents that it is fully capable and willing to provide the Services required by the Agreement; that it has full right and authority to enter into the Agreement; that consent, authorization, order or approval of, or filing or registration with any governmental agency, commission, board, other regulatory body, any person or entity or any corporate affiliates is either not required or has been obtained for or in connection with the execution and delivery of the Agreement by Contractor and the performance of the work hereunder; that it is not a party to, subject to, or bound by, any agreement, judgment, order, writ, injunction or decree which would prevent the carrying out of the Agreement.

3. **Data Privacy and Security Requirements**

When Contractor creates, receives, maintains or transmits data on behalf of SUNY ("SUNY Data"), Contractor will comply with the following requirements to safeguard SUNY Data:

3.1. **Data Privacy**

- i. Contractor will use any SUNY Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with, or disclose it to, any third party without the prior written consent of SUNY, except as required by the Agreement or as otherwise required by law.
- ii. Contractor will provide access to SUNY Data only to its employees and subcontractors who need to access the data to fulfill its obligations under the Agreement.
- iii. Contractor will ensure that employees who perform work under the Agreement received appropriate instruction as to how to comply with the data protection provisions of the Agreement.
- iv. **Location of Data:** SUNY Data will not be stored outside the United States without prior written consent from SUNY and signing of the Agreement is not considered prior written consent.
- v. **FERPA Compliance.** In addition to any other confidentiality obligations herein, Contractor agrees that any disclosure of student education records by SUNY is subject to applicable law including Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and any implementing regulations. With respect to any such disclosure, Contractor agrees to the following: (1) that Contractor's use of student education records will be limited to those purposes expressly authorized in this Agreement; and (2) that Contractor will abide by the limitations on re-disclosure of education records and/or personally identifiable information from education records as set forth in FERPA and (3) that, unless the parties designate another exception in the Agreement, any disclosure of student education records is done so pursuant to the "school official" exception to FERPA, Contractor is a "school official" with a "legitimate educational interest" in any student education records disclosed, and Contractor is under the direct control of SUNY with respect to the use and maintenance of any such student education records. Education records are any and all records,

data, or information related to any student or students of SUNY. This obligation shall survive termination of this Agreement.

- vi. **European Union ("EU") General Data Protection Regulation ("GDPR"):** Unless otherwise agreed in writing by the parties, Contractor, as well as any subcontractors Contractor may employ to perform any of its obligations under this Agreement, shall be solely responsible for compliance with the EU GDPR 2016/679, if applicable.
- vii. **Gramm-Leach-Bliley Act:** Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314) ("GLBA"), and to the extent Contractor is a financial institution or service provider of SUNY under these regulations with respect to student or customer information, Contractor will comply with the Safeguards Rule including the requirement to implement and maintain a written Information Security Program ("Program") in order to protect such nonpublic customer information (any record containing nonpublic personal information as defined in 16 CFR §313.3(n), whether in paper, electronic, or other form that is handled or maintained by or on behalf of SUNY or SUNY affiliates (16 CFR §314.2)).
- viii. **HIPAA:** The Contractor will comply with all personal health information protection requirements, if applicable, outlined in the Health Insurance Portability and Accountability Act (HIPAA) and complete the HIPAA Business Associate Agreement.

3.2. Data Security Requirements:

Contractor agrees at all times to maintain industry standard information and critical infrastructure security features and protocols which at a minimum, include: network firewall provisioning, intrusion detection, Distributed Denial of Service Scrubbing and regular (at least annually) third party vulnerability assessments, or equivalent.

Further, Contractor agrees to maintain information and critical infrastructure security that conforms to generally recognized "Industry Standards" and best practices that Contractor applies to its own network, infrastructure, applications and data. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (See, <http://www.cisecurity.org>) or Payment Card Industry/Data Security Standards (PCI/DSS) (See, <http://www.pcisecuritystandards.org>).

Contractor will maintain a data security plan ("Data Security Plan"), or equivalent, which will comply with PCI DSS requirements and all applicable legal and regulatory requirements for data protection. In addition, the Data Security Plan will protect against any anticipated threats or hazards to the security or integrity of information stored on its servers and unauthorized access to or use of such information that could result in harm or inconvenience to the person who is the subject of such information. Contractor will review, at least annually, its Data Security Plan and update and revise it as needed. A copy of Contractors' Data Security Plan, or equivalent, will be made available to SUNY upon request.

Contractor shall maintain mandatory procedures and protocols outlined in its "Information Security Incident Response Policy" to be undertaken in the event of an identified or suspected breach of credit card information or current or former student information that is not Directory Information. A copy of Contractor's Information Security Incident Response Policy, or equivalent, will be made available to SUNY upon request. In the event a breach is suspected, Contractor will: (i) immediately contain the possible exposure while not compromising any data on its system; (ii) contact all members of its Corporate Security Committee; (iii) initiate a local analysis within 24 hours of the suspected breach to determine the type of information that has been potentially compromised, the individuals and SUNY institutions at risk, the incident time frame at risk and the suspected cause of the incident; and (iv) if a breach is identified, immediately contact affected parties with details of the breach.

Contractor shall, upon request:

1. Complete and submit the appropriate version of the Higher Education Community Vendor Assessment Tool (HECVAT).
2. Complete a SOC 2 Type 2 report, or equivalent, recognized information security audit report performed by an independent, certified 3rd party auditor covering the principles of Security, Availability, Confidentiality, and Privacy. The equivalent audit report must be based on a recognized information security standard.
3. Address the ability to provide the same levels and types of security through multiple data access methods (e.g., Web, mobile devices, or network)

Both the HECVAT and SOC 2 Type 2 report must be completed by the appropriate experts in this area.

3.3. Other Information Security and Service Requirements

3.3.1.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) ("ISBNA") and shall also comply with General Business Law § 899-bb ("SHIELD"). Contractor agrees to maintain the security of private information (as defined in ISBNA) and to prevent unauthorized use and/or disclosure of that private information; and implement administrative, physical, and technical safeguards required by law. Contractor agrees to fully disclose to SUNY pursuant to the ISBNA, SHIELD, FERPA, GLBA and any other applicable law any breach of the security of a system where Contractor creates, receives, maintains or transmits private information on behalf of SUNY following discovery or notification of the breach in the system as to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization ("Security Incidents"). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Contractor shall be liable for the costs associated with such Security Incidents if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors. In the event of a Security Incident involving SUNY Data, pursuant to the ISBNA/SHIELD, SUNY has an obligation to notify every individual whose private information has been or may have been compromised. In such an instance, Contractor agrees that SUNY will determine the manner in which such notification will be provided to the individuals involved pursuant to the ISBNA/SHIELD and agrees to indemnify SUNY against any cost arising from the Security Incident including, but not limited to, the cost of investigating the incident and of providing notice to the affected individuals. Upon termination or expiration of the Agreement, Contractor will follow SUNY's instructions relating to any SUNY Data remaining in Contractor's possession. Upon authorization from SUNY, Contractor will use data and document disposal practices that are reasonable and appropriate and in compliance with ISBNA/SHIELD and any other applicable law to prevent unauthorized access to or use of SUNY Data and will render the private information so that it cannot be read or reconstructed.

3.3.2.Service Levels (Applicable to Cloud Based, Remotely Hosted or Technology as A Service Contracts): Contractor will ensure availability of the Services in accordance with the Agreement and the provisions of the Service Level Agreement annexed to the Agreement as Exhibit D and incorporated herein by reference.

3.3.3.Disaster Recovery: Contractor shall maintain disaster recovery services at the dedicated facility that is able to handle SUNY Data and business continuity needs under the Agreement in the event disaster recovery is needed. Throughout the term of the Agreement, Contractor shall maintain contracts or arrangements that are substantially equivalent or an improvement to those currently in effect. Contractor shall test disaster recovery capabilities, at least once every calendar year and provide SUNY with a copy of its disaster recovery plan, or equivalent, upon request.

3.3.4.Business Continuity: Contractor at all times must have a business continuity plan in place designed to minimize the risks associated with a disaster or similar incident impacting Contractor's ability to provide Services under the Agreement.

3.3.5.Data Portability: Contractor agrees that SUNY owns the SUNY Data in the solution and that Contractor will take all steps and actions, at the direction of SUNY, that are necessary and reasonable to facilitate and complete the orderly, efficient, expedient and professional transfer of the Services and SUNY Data, in whole or in part, in the format and on the media requested during the Term and/or upon the expiration or termination of the Agreement to SUNY, a SUNY Institution, or third-party that SUNY may select. The cost of any such transfer services are included in the Contractor's proposal.

3.3.6.For clarity, SUNY Data does not include information provided directly to Contractor by Shorelight-Identified Students or their representatives or that is not contained in an application to the University.

4. Electronic and Information Technology ("EIT") Accessibility:

- a) SUNY is committed to providing an accessible, usable, and integrated experience for all its students, staff and community. Electronic and information technology ("EIT") consists of information technology and any equipment

or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information that will be deployed in connection with such technology, equipment or systems. Further, EIT includes, but is not limited to, telecommunications products, information kiosks and transaction machines, Internet and Intranet websites, web-delivered content, software, electronic books and electronic book reading systems, search engines and databases, multimedia, classroom technology, and office equipment.

- b) Contractor warrants that (i) Web-based EIT products provided under this Agreement shall conform to Web Content Accessibility Guidelines ("WCAG") 2.1 AA and (ii) non-web-based EIT products provided under this Agreement shall meet or exceed the applicable accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.
 - c) Contractor agrees to provide evidence of compliance with these requirements before this Agreement becomes effective and any other time upon reasonable request of SUNY. Contractor will provide accessibility testing results and written documentation verifying accessibility. In the event EIT provided under this Agreement does not fully conform to the standards set forth above, Contractor will promptly advise SUNY in writing of the non-conformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services.
 - d) Failure to comply with these accessibility standards shall constitute a breach of this Agreement. Contractor agrees to indemnify and hold harmless SUNY from any claims arising out of its failure to comply with the foregoing accessibility standards.
5. **FOIL:** Contractor acknowledges that this Agreement is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law, and that only Contractor's proprietary information that satisfies the requirements of §87(2)(d) of the Public Officers Law shall be excepted from disclosure thereunder.
6. **Office of Federal Contract Compliance Programs:** The Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
7. **Public Announcements:** Public announcements or news releases regarding this Agreement must not be made by the Contractor without the prior written approval of SUNY.
8. **Restrictions on the Activities of Current and Former State Officers and Employees:** All Contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. The Contractor and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth in the New York State Public Officers Law §§ 73 and 74, and the underlying principle of law is to prevent conflicts of interest and encourage ethical behavior. The law may be found on the following website: http://www.jcope.ny.gov/about/laws_regulations.html. Failure to comply with those provisions may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.
9. **Rights in Deliverables:** Contractor is not creating work or providing materials on SUNY's behalf. In the event that Contractor does provide work or materials on SUNY's behalf, it will comply with the following. The Contractor hereby assigns to SUNY ownership of all materials created by the Contractor specifically for SUNY hereunder and required to be delivered to SUNY by virtue of their description or specification as a deliverable in the Statement of Work, upon SUNY's payment in full of applicable invoices. Deliverables exclude the Contractor's proprietary tools, methodologies, and any enhancements made to such tools and methodologies, which shall remain the sole property of the Contractor, and exclude any third-party components whether or not included or embedded therein. Deliverables shall be deemed to be "works made for hire" under federal copyright laws. Notwithstanding anything to the contrary, the Contractor retains all rights to its knowledge, experience and know-how (including processes, ideas, concepts and techniques) acquired in the course of performing the Services.

10. Subcontractors, Partners, Joint Ventures and other Third Party Participants ("Subcontractor"):

Contractor is not creating work or providing materials on SUNY's behalf. In the event that Contractor does provide work or materials on SUNY's behalf, it will comply with the following:

a. Prior to commencing services, the Contractor shall submit a statement to SUNY describing the portion of the work and materials which subcontractors are to perform and must furnish any other information to document that such subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Agreement. If SUNY finds that the subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor's written statement described above. If SUNY determines that a subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed subcontractors, unless the Contractor decides to do such work itself and in SUNY's opinion is qualified to do such work.

b. SUNY's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the Agreement. The Contractor shall be solely responsible to SUNY for the acts, omissions or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between SUNY and any subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

c. The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, work space, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its subcontractors.

d. No subcontractor shall be permitted to work until it has furnished satisfactory evidence to SUNY of the insurance required by law.

e. The Contractor shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with their sub subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub subcontractors to promptly, upon request, file with SUNY a copy of such agreements upon request, from which the price and terms of payment may be deleted.

EXHIBIT H

This Exhibit H to the Agreement sets forth the Add-On Services existing as of the Effective Date for which the University may earn Add-On Service Referral Fees. Shorelight may periodically amend, remove or add Add-On Services, and will notify the University in writing of the same.

For each non-Shorelight Identified Student whom the University refers to Shorelight for Add-On Services, Shorelight will pay the University the following Add-On Service Referral Fees:

Shorelight will pay the University the following Add-On Service Referral Fees (expressed as a percentage of the amount paid to Shorelight by a student referred by the University - i.e. not a Shorelight-Identified Student):

1. Insurance (10% Fee):

Shorelight is able to provide health insurance options to students – frequently on terms more favorable to students than the University is able to do so. Shorelight-Identified Students automatically qualify to receive these insurance options (subject to the University accepting the terms of the insurance). Please check the following box if the University elects for Shorelight to provide health insurance options to students referred by the University to Shorelight as well:

☐ Yes, Shorelight may provide health insurance options to students referred by the University

2. Career readiness training (10% Fee)

Currently referred to as Career Premium, Shorelight offers a program (for a fee) wherein international students can learn industry-specific skills and gain real-world experience for their resumes from anywhere in the world. Career Premium enables students to take career-focused workshops that lead to certificates, attend exclusive training workshops, and complete virtual internship opportunities. Shorelight-Identified Students automatically qualify to receive Career Premium. Please check the following box if the University elects for Shorelight to provide Career Premium to students referred by the University to Shorelight as well:

☐ Yes, Shorelight may provide Career Premium as an option to students referred by the University

EXHIBIT I
Privacy and Security

1. Data Privacy

- a. Contractor will use data either supplied by University or to which Contractor has access to under this Agreement, including without limitation University Education Records (as defined below), Contractor University Data (as defined below) and Nonpublic Customer Information (as defined below), (collectively "SUNY Data") only for the purpose of fulfilling its duties under this Agreement for University's benefit and will not share SUNY Data with or disclose it to any third party without the prior written consent of University, except as required by this Agreement or as otherwise required by law. Contractor may disclose SUNY Data to the extent that disclosure is based on the good-faith written opinion of Contractor's legal counsel that disclosure is required by law or by order of a court or governmental agency. Contractor may exercise this right only if it has requested this disclosure and communicated the legal opinion in writing and in advance to the University.
- b. All SUNY Data shall be considered to be confidential and shall be treated as such by Contractor, its employees and subcontractors. Contractor shall implement and maintain appropriate policies and procedures to safeguard the confidentiality of SUNY Data in accordance with this Agreement. Contractor shall notify University promptly of any requests, from any source, for copies of or access to, or other disclosure of SUNY Data. If there is an impermissible disclosure, unauthorized use, loss or destruction of SUNY Data, Contractor shall notify the University in accordance with Section 7 of this Exhibit and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such SUNY Data. Contractor shall also cooperate with and assist University with any notifications required to be made by University. Upon the expiration or termination of this Agreement, and at any other time at the written request of the University, Contractor shall promptly return to the University all SUNY Data (and all copies of this information) that is in Contractor's or any of its subcontractor's possession or control, in a form useable and agreeable to University. If return of SUNY Data is not feasible, Contractor may, subject to University's written consent, destroy such information provided Contractor provides University with a certificate confirming date of destruction of such data.
- c. SUNY Data must be stored, housed, processed, backed-up, archived and otherwise retained on systems physically located in the continental United States, unless an exception is explicitly approved in writing by University. This requirement applies to all of Contractor's subcontractors.
- d. Contractor will provide access to SUNY Data only to its employees and subcontractors who need to access the SUNY Data to fulfill Contractor's obligations under this Agreement.
- e. Contractor will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. Contractor's employees and subcontractors who may access SUNY Data must have executed agreements concerning access protection and data/software security that are consistent with the terms and conditions of this Agreement prior to being provided such access and which require them to comply with all University, Stony Brook University Hospital or State University of New York policies and procedures regarding data access, privacy and security, including those prohibiting or restricting remote access to University's systems and data.

2. Family Educational Rights and Privacy Act ("FERPA")

- a. Contractor may have access to Education Records as defined under the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations which includes any data provided to Contractor by University's students for the purpose of fulfilling the terms of this Agreement (collectively "University Education Records"). Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official"

with “legitimate educational interests” in the University Education Records and Contractor shall abide by the limitations and requirements imposed on school officials under FERPA with respect to the University Education Records.

3. Data Security

a. Contractor shall maintain, during the term of the Agreement, network security which includes: network firewall provisioning, intrusion detection, and regular third party vulnerability assessments, and share such assessment results with University. Contractor shall maintain network security that conforms to generally recognized “Industry Standards “and best practices and University security policies (<https://it.stonybrook.edu/policies>), procedures and requirements. Generally recognized industry standards include, but are not limited to, the current standards and benchmarks set forth and maintained by the Center for Internet Security (see <http://www.cisecurity.org>) or Payment Card Industry/Data Security Standards (PCI/DSS) - see <http://www.pcisecuritystandards.org/>

b. Contractor shall implement and use network management and maintenance applications and tools, appropriate intrusion prevention and detection, and data confidentiality/protection/encryption technologies for endpoints, servers and mobile devices. This must include mechanisms to identify vulnerabilities and apply security patches. Contractor will also physically and logically separate different customers’ networks where applicable.

c. Contractor shall establish, maintain, and provide documentation of a continuous security program throughout the term of the Agreement. The contractor will provide information in the form requested by University, including but not limited to the completion of a security questionnaire and relevant diagrams and/or whitepapers. The security program must enable University (or its selected third party) to:

- i) Define the scope and boundaries, policies, and organizational structure of an information security management system.
- ii) Conduct periodic risk assessments to identify the specific threats to and vulnerabilities of University.
- iii) Implement appropriate mitigating controls and training programs, and manage resources.
- iv) Monitor and test the security program to ensure its effectiveness. Contractor shall review and adjust the security program in light of any assessed risks.

d. In no event shall Contractor’s action or inaction result in any situation that is less secure than the greater of:

- a) The security that University provided as of the date of the Agreement.
- b) The security that Contractor then provides for its own systems and data.
- c) Contractor will provide access of any third-party certifications held, including but not limited to SOC II, FedRAMP, ISO2700 or PCI.

e. Contractor shall ensure physical security of SUNY Data. This includes:

- i) Physical access to any equipment that contains any SUNY Data.
- ii) Any mobile storage devices, laptops, or any other access on desktops that allow Contractor’s employees or subcontractor’s to access, transmit, or store. These devices must be encrypted and employ appropriate authentication mechanisms to assure access is limited to authorized individuals (e.g. two factor authentication.)
- iii) Scenarios for moving and storing electronic data off-site in a secure manner.
- iv) Physical Transport of Data – Contractor shall use reputable means to transport data. Deliveries must be made either via hand delivery by an employee of the Contractor, by reputable moving company complying with University specified security measures or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor’s offices, to and from subcontractors, and to the University.

f. University will authorize, and Contractor will issue, any necessary information access mechanisms, including access identities (IDs) and passwords, to be used by Contractor and its employees and subcontractors. Contractor shall provide these individuals with only the minimum level of access necessary to perform the tasks and functions for which they are responsible under this Agreement. Contractor shall update, as necessary, a list of those employees and subcontractors of Contractor who have access to University's systems, software and SUNY Data, and the level of such access. Remote access for support to resources on-premise at University will be granted only through methods approved by University. Access will be limited to named individuals and require logging and security controls that will assure access is limited to authorized individuals (e.g. two factor authentication). These logs will be provided to University upon request.

g. University and Contractor will collaborate on security monitoring and incident response, define points of contact on both sides, establish monitoring and response procedures, set escalation thresholds, and conduct training. Contractor shall, at the request of University, and, quarterly, provide University Information with a report of the incidents that it has identified and take measures to resolve.

4. Contractor Personnel

- a. If consistent with Contractor's employment policies, Contractor shall conduct a drug screening and background check on all individuals that Contractor provides access to SUNY Data and review the results of such screening and check of each person to verify that the person meets the Contractor standards for employment.

5. New York Information Breach and Notification Requirements

- a. Contractor shall use commercially reasonable efforts to maintain the security of private information (as defined in the New York State Information Security Breach and Notification Act, as amended ("ISBNA") (General Business Law § 889-aa, § 889-bb; State Technology Law § 208) that it creates, receives, maintains or transmits on behalf of the University and to prevent unauthorized use and/or disclosure of that private information; and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic private information that it creates, receives, maintains or transmits on behalf of the University ("Contractor University Data"). Contractor shall disclose to the University pursuant to the ISBNA, and any other applicable law, any breach of the security of a system involving Contractor University Data following discovery or notification of the breach in the system as to any resident of New York State whose private information was, or is reasonably believed to have been acquired by a person without valid authorization ("Security Incidents"). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Contractor shall be liable for the costs associated with such breach if caused by the Contractor's, or that of its employees or subcontractors, negligent or willful acts or omissions, including indemnifying the University for the cost of notifying individuals, in the event of such a breach.

6. Gramm-Leach-Bliley Act

- a. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314) ("GLBA"), and to the extent Contractor is a financial institution or service provider of University under these regulations with respect to student or customer information, Contractor and its agents and employees will comply with the Safeguards Rule including the requirement to implement and maintain a written Information Security Program ("Program") in order to protect such nonpublic customer information (any record containing nonpublic personal information as defined in 16 CFR §313.3(n), whether in paper, electronic, or other form that is handled or maintained by or on behalf of University or its affiliates (16 CFR §314.2)) ("Nonpublic Customer Information"). Contractor shall not use, provide, trade, give away, barter, lend, sell or otherwise disclose any such Nonpublic Customer Information without University's prior written consent. If Contractor subcontracts with a third party for any of the services that it is required to undertake in accordance with this

Agreement, Contractor must ensure that such third parties implement practices that protect such Nonpublic Customer Information the subcontractor receives, maintains, processes or otherwise is permitted to access in accordance with the terms of the Agreement.

7. European Union ("EU") General Data Protection Regulation ("GDPR")

- a. Contractor represents that it has the ability to process data on behalf of its customers in accordance with the European Union General Data Protection Regulation ("GDPR") (EU) 2016/679). If during the term of the Agreement the parties contemplate exchanging information that would be subject to the GDPR, prior to sharing any such information, the parties shall discuss in good faith a roadmap to ensure compliance with the GDPR and shall negotiate in good faith any additional required terms and conditions (i.e., a Personal Data Processing Agreement (DPA)).

8. Reporting

- a. In addition to the reporting requirements set forth in Section 5 of this Exhibit, Contractor shall, within one (1) day of discovery, report to University any use or disclosure of SUNY Data not authorized by this agreement or in writing by University. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the SUNY Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University.

9. Enforcement

- a. Contractor shall be responsible for maintaining and ensuring the confidentiality and security of SUNY Data. Contractor's failure to comply with the provisions of this Exhibit or that of its employees or subcontractor may result in University restricting offending individuals from access to University computer systems or SUNY Data, including Education Records, or immediately terminating this Agreement.
- b. Additionally, to the extent permissible under law, the University may seek specific enforcement of Contractor's obligation of the foregoing sections, if Contractor or its employees or subcontractors breach any obligation set forth therein. In addition, Contractor shall indemnify and hold harmless the University for all damages, claims, losses, charges, and costs and expenses, including, but not limited to, counsel fees and disbursement, arising out of, related to or in connection with any such breach.