

## RENEWAL AGREEMENT TERMS AND CONDITIONS

This RENEWAL AGREEMENT ("Renewal Agreement") is made on the Effective Date, by and between Campus Consortium, ("Campus"), and Member.

WHEREAS, Campus and Member entered into a Master License and Services Agreement ("MLSA"), to provide Services;

WHEREAS, Campus and Member have entered into agreements as listed under "Agreements Renewed" in the Renewal Agreement Details and;

WHEREAS, Campus and Member desire to renew all the agreements listed under "Agreements Renewed" (collectively the "Renewed Agreements");

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties agree as follows:

### 1. AMENDMENT OF AGREEMENTS:

**(a) Amendment of Agreements.** This Renewal Agreement shall amend and supersede the specific terms and conditions of the Renewed Agreements as set forth herein. All other terms and conditions of the Renewed Agreements shall remain in full force and effect and are incorporated herein.

By executing this Renewal Agreement, Member is agreeing to the scope of work, terms and fees for the Renewed Agreements as outlined in the respective Schedules referenced in the "Renewal Agreement Details".

**(b) Conflicting Terms.** In the event there is any conflict between the terms and conditions of this Renewal Agreement and the terms or conditions of the Renewed Agreements, the terms and conditions of this Renewal Agreement shall prevail.

**(c) Fees.** Member shall pay all initial and reoccurring Fees in U.S. Dollars (USD). Initial Fees are payable 30 days from the Effective Date as listed under the "Renewal Agreement Details". Recurring Fees are due on the anniversary date of the applicable schedule as listed under the "Renewal Agreement Details". For the Renewed Agreements, the Initial Fees will, if applicable, reflect an annual escalation in compliance with the "Annual Percent Increase Reference in MLSA" referenced in the "Renewal Agreement Details".

For the Renewed Agreements, the Recurring Fees are subject to an annual percent increase in compliance with the "Annual Percent Increase Reference in MLSA" referenced in the "Renewal Agreement Details".

### 2. RENEWAL OF AGREEMENTS:

By executing this Renewal Agreement, Member is hereby agreeing to renew the Renewed Agreements for an Initial Term as listed in the "Agreements Renewed" in the Renewal Agreement Details. Thereafter the Renewed Agreements shall renew for identical, successive Term(s) ("Renewal Term") as listed in the "Agreements Renewed" in the Renewal Agreement Details, unless Member notifies Campus in writing, at least ninety (90) days prior to expiration of the operative Term, of its election to not renew.