



AD ASTRA SUBSCRIPTION AGREEMENT

Agreement No. 21770

This Agreement (this “Agreement”) is effective as of the last date shown in the signature block hereto (the “Effective Date”) by and between AD ASTRA INFORMATION SYSTEMS™, L.L.C., a Kansas limited liability company located at 6900 W. 80th Street, Suite 300, Overland Park, KS 66204 (“Ad Astra”), and Sierra Joint Community College located at 5100 Sierra College Boulevard , Rocklin, CA, 95677-3397 (“Client”).

Recitals

Ad Astra has developed and owns scheduling software for courses and events (marketed as Astra Schedule) and course planning software (marketed as Platinum Analytics) both of which are described in **Exhibit A** (collectively, the “Software and Services”), and provides related implementation, user support, and version upgrade services as described in **Exhibit A** (the “Software and Services”). Client desires to access and use of the Software and receive the Services from Ad Astra as described herein, subject to the terms and conditions hereof.

Agreement

NOW, THEREFORE, in consideration of the promises, covenants and mutual agreements herein contained, the parties hereto agree as follows:

1. Access and Provision of Services.

(a) *Access.* Ad Astra grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the Software. Upon payment of the Fees, as prescribed in Section 11, Ad Astra shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s). Access to use the Software may not in whole or in part be assigned or transferred to any person not covered under this Agreement.

(b) *Services.* During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide to Client the Base Services, and the Optional Products and Services as requested by Client. The Optional Products and Services will be subject to additional fees and charges as described in Section 11.

2. Acceptance of Software and Services. All of the Software and the Services provided and/or performed hereunder will be deemed to be accepted by Client, unless Client reports to Ad Astra all deficiencies in any software or service within fifteen (15) business days after receipt of such software or service performed. If the Software does not so conform, Client shall promptly notify Ad Astra in writing, and Ad Astra shall work diligently to correct all deficiencies at no additional charge to Client.

- 3. Connectivity.** Ad Astra’s objective is to make the Software available twenty-four hours a day, seven days a week. In the event that Client’s access to the Software becomes unavailable due to connectivity issues, Client shall immediately notify Ad Astra by logging a case to the Ad Astra Portal. Customer support hours are Monday through Friday from 7:00 am to 6:00 pm (cst). Ad Astra’s policy is to respond within two business hours of receiving the case. Unless Client’s access to the Software is unavailable for reasons beyond Ad Astra’s control or as a result of routine maintenance, Ad Astra strives to resolve and restore access within eight business hours.
- 4. Outsourced Services.** Client acknowledges that Ad Astra may contract with a third party provider (the “Hosting Provider”) to provide the Hosting Services. Ad Astra must notify Client of Hosting Provider assignments in writing during the initial term of this Agreement and any renewal term. Client will have the ability to access and use the Software on the hosted servers provided by the Hosting Provider selected by Ad Astra subject to the limitations and rights set forth in this Agreement and in the Hosting Services Agreement. Ad Astra shall notify Client of any change in Hosting Provider within thirty (30) days following such change. Ad Astra shall require the Hosting Provider to store Client data within the USA. All third party Hosting Providers will be required to maintain currency and compliance with SOC2 audits and ISO certificates.
- 5. Ad Astra Hosted Test Environment.** Ad Astra will provide a test environment that will be configured similar to the Client's production environment hosted in the Ad Astra Cloud only for user acceptance testing of new versions. Test Environments are available upon request via a logged case and require 5 working days of advance notice. The test environment will be decommissioned after the end date associated with the environment request case or 3 weeks from environment availability, whichever is encountered first. The test environment availability may be extended upon mutual agreement by the Client and Ad Astra.
- 6. Acceptable Use.** In addition to the limitations and restrictions provided in the Hosting Policies, Client agrees that its usage of all infrastructure hardware and software is for the express use of running the Ad Astra application. No other applications should be installed on the provided infrastructure hardware or databases other than those required to run these products.
- 7. Scheduled Maintenance.** Client acknowledges and agrees that Ad Astra will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the Ad Astra Software may not be available for Client's use. Ad Astra's objective is to minimize the duration of any such unavailability and will, to the extent possible, endeavor to perform routine maintenance outside of Normal Business Hours which typically will be from 11:00 pm on Saturday to 11:00 pm on Sunday. Ad Astra, to the extent possible, will give Client at least forty-eight (48) hours advance notice of down-time for scheduled maintenance.
- 8. Client Hosted Data.** Client hosted data may be de-identified to produce a De-Identified Astra Database. The De-Identification process removes or obfuscates all personally identifiable information and makes every reasonable attempt to anonymize all client identifiable information including but not limited to institution name, campus names, department names, etc. The De-Identified Astra Database may be exported from the Astra Cloud to another Ad Astra data center and used for quality assurance and/or demonstration purposes.

9. Backup and Retrieval. Ad Astra's Hosting Provider will perform full and incremental backups and provide recovery processes in accordance with Ad Astra's Hosting Policies and Procedures.

10. Client's Obligations.

(a) *Use of Software and Services.* The Software and the Services must be used only for Client's own business. Client must not (i) permit any third party to use the Software or any of the Services, (ii) use the Software or any of the Services in the operation of any business other than Client's own business, (iii) allow unauthorized access to the licensed Software or any of the Services, (iv) make any copies of application software or 3rd party infrastructure software such as operating system software or database software or (v) alter or modify the Software in any manner without Ad Astra's prior written consent. It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. Should any unauthorized access or unauthorized communication of access information occur within the Client environment Ad Astra should be notified within 24 hours of either event, so that access security can be reset and an audit of possible damage can be executed.

(b) *Trade Secret and Copyright Notices.* Client will reproduce and incorporate Ad Astra's trade secret or copyright notice in any copies, modifications or partial copies, which will include, but not be limited to, the following: "This document produced pursuant to Subscription Agreement No. 21770 with the Licensor and owner, Ad Astra Information Systems, L.L.C. All rights reserved."

(c) *Cooperation.* Client must cooperate with Ad Astra in the performance of its obligations hereunder.

11. Fees and Payment.

(a) *Fees Due upon Contract Execution.* Client must pay to Ad Astra the following fees as invoiced, net 30 following the execution of this Agreement, as outlined in Exhibit A.

(b) *Annual Subscription Fees.* Beginning on the first anniversary of the Effective Date, Client must pay to Ad Astra annual subscription fees (the "Subscription Fees") as invoiced by Ad Astra each year for access to the software, software maintenance and support, as outlined in Exhibit A. Subscription Fees include access to our technical support team and standard releases of the licensed product. After the Initial Term of this Agreement, as outlined in Section 17 (a), the Subscription Fees may be subject to an increase from the Initial Term amount as determined by Ad Astra. Ad Astra will notify Client of the amount of any such increase at least one-hundred twenty (120) days prior to the effective date of such increase.

(c) *Enrollment Increase.* An enrollment increase in excess of 20% from the Effective Date of this agreement or from the last reported enrollment increase must be reported to Ad Astra in writing. In such case, a proportional increase from the base Subscription Fee will be applied to the new Subscription Fee in the upcoming agreement year.

(d) *Invoices, Payment and Delinquent Amounts.* Ad Astra will submit invoices to Client for all amounts due. Payment of each invoice will be due, without deduction or setoff, Net 30. Any

payment received more than thirty (30) days after the due date of the relevant invoice will be subject to interest at the rate of 3% per month or the maximum legal rate, whichever is lower, from the date of the invoice through the date payment is received.

(e) *Ad Astra's Right to Suspend Access and Services.* If in any case Client does not remit payment to Ad Astra within thirty (30) days after Ad Astra's written demand for such amounts and the amount in question is not the subject of a bona fide dispute, then, in addition to preserving all of Ad Astra's other rights and remedies, Ad Astra reserves the right, in its sole discretion and without further notice to Client, to suspend all access and services.

(f) *Campus Acquisitions.* If Client completes a material acquisition of new campuses, this Agreement will be amended for licensing of said new campuses. Fees will be negotiated at time of request for license expansion.

(g) *Taxes.* Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all Fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate should be provided to Ad Astra. Client will indemnify, defend, and hold harmless Ad Astra from and against all claims arising out of or resulting from Ad Astra's failure or alleged failure to pay taxes due.

12. Intellectual Property Rights.

(a) *Ad Astra's Rights.* Ad Astra retains all right, title and interest in and to the Intellectual Property (as defined below). Nothing in this Agreement will be interpreted so as to provide Client with any rights, interest in, or ownership of the Intellectual Property. Client acknowledges the proprietary rights of Ad Astra in the Intellectual Property, and admits the validity of the Intellectual Property and further agrees that it will not contest, directly or indirectly, such Intellectual Property rights or the validity of such Intellectual Property rights, nor aid others in doing so.

(b) *Definition.* The term "Intellectual Property" means Ad Astra's rights to, interest in, and ownership of (i) the Software, (ii) source codes, computer software, software design, data and documentation related to the Software and Services, (iii) trademarks, service marks, logos, trade names, and company names and registrations and applications for registration thereof, (iv) copyrights and registrations and applications for registration thereof, (v) patents, patent applications and improvements thereto, (vi) trade secrets and confidential business information, know-how, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing cost information, business and marketing plans, and customer and supplier lists and information, and (vii) other proprietary rights.

(c) *Limited Warranties.* Ad Astra warrants the Software to operate in all material respects as specified in the Ad Astra-provided documentation. Ad Astra further warrants that, to the best of its knowledge, the Software does not contain any malicious code or components such as viruses, malware or spyware. These provisions shall apply for as long as the Client is covered by Ad Astra's subscription bundled services. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. AD ASTRA DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES AD ASTRA MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.

(d) *Intellectual Property Infringement.* Ad Astra warrants that the Software, when used in accordance with the Documentation and in accordance with its intended purpose, will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim of a third party against Client asserting or involving a patent, copyright, trade secret or proprietary right violation which concerns any Software acquired by Client from Ad Astra hereunder (an "IP Claim"), provided Client is not in default under this Agreement, Ad Astra will defend, at its sole authority and expense, and indemnify Client against any loss, cost, expense and liability arising out of such IP Claim. Ad Astra's obligations under this Section are expressly conditioned upon receipt by Ad Astra of prompt written notice of any such IP Claim and Client's full cooperation with Ad Astra in the defense of any such IP Claim. In the event that Client's use of any Software is enjoined or restrained by court order based on an IP Claim or if, in Ad Astra's opinion, the Software is likely to become the subject of an IP Claim, Ad Astra will, at its expense and at its option: (i) procure for Client the right to continue using the infringing Software; (ii) replace or modify the infringing Software so that it becomes non-infringing, but only if the modifications or replacement does not materially adversely affect the use of the Software; or (iii) if neither (i) nor (ii) above is practical, terminate this Agreement, in which case Ad Astra will provide a prorated refund of any prepaid fees for the remainder of the annual period. The indemnification provisions contained in this Section shall not apply to any infringement occasioned by modification by any party other than Ad Astra, or its authorized agents, of any Software or any combination of or integration of the Software with any device or software added by any party other than Ad Astra or its authorized agents. This Section contains Client's sole and exclusive remedy for patent, copyright, trade secret, or other proprietary right infringement.

13. Limited Liability. Client acknowledges, understands, and agrees that Ad Astra will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits or consequential damages arising out of or related to this Agreement or the Software or any of the Services provided hereunder, whether such damages are alleged as a result of tortious conduct, breach of contract or otherwise, even if Ad Astra has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of Ad Astra under this Agreement SHALL BE ABSOLUTELY LIMITED TO THE INSURANCE OCCURRENCE LIMIT OF \$1 MILLION. THIS LIMITATION OF AD ASTRA'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF AD ASTRA ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE.

14. Indemnification.

(a) Client will indemnify, defend and hold harmless Ad Astra, its officers,

agents and employees from any demands, claims, or costs of judgments that may be made or instituted against any of them arising out of or connected with performance of this Agreement, but only in proportion to and to the extent such demands, claims, or judgments are due to the negligent acts or omissions or willful misconduct of Client, its officers, agents or employees.

(b) Ad Astra will indemnify, defend and hold harmless Client, its officers, agents and employees from any demands, claims, or costs of judgments that may be made or instituted against any of them arising out of or connected with performance of this Agreement, but only in proportion to and to the extent such demands, claims, or judgments are due to the negligent acts or omissions, or willful misconduct of Ad Astra, its officers, agents or employees.

15. Confidentiality. The parties have entered into a Mutual Nondisclosure Agreement effective as of the Effective Date of this Agreement, the terms of which are incorporated herein by reference. See Exhibit B.

16. Media Release. Client hereby gives and grants permission unto Ad Astra to publicize non-confidential information about Client in print or electronic forms of public relations, training, or marketing productions. The information and images may be used for any purpose without limitation or reservation, in such manner as shall seem proper.

17. Accessibility. The products or services provided under this agreement comply with all of the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Ad Astra does not meet above requirements. The current Ad Astra Voluntary Product Accessibility Template (VPAT), incorporated by reference as if attached hereto, details the degree of conformance for accessibility standards/guidelines. The Parties mutually agree to review the impact of areas not in compliance for further evaluation under the Agreement and agree to continue working towards compliance.

18. Term, Termination and Effect of Termination.

(a) *Term and Termination.* Unless earlier terminated as provided herein, the initial term (the “Initial Term”) of this Agreement commences on the Effective Date and will continue for 5 years. After such initial term, the term of this Agreement will be automatically renewed for successive additional one-year terms (each, a “Renewal Term”) unless terminated by either party by written notice to the other party given at least ninety (90) days prior to the expiration of the Term.

(b) Ad Astra may terminate the Initial Term or any Renewal Term for cause immediately upon written notice to Client if (i) Client fails to pay any amount when due as provided in this Agreement; or (ii) Client defaults in the performance of its obligations under this Agreement in any other manner and such default is not or cannot be remedied within thirty (30) days after notice thereof by the Ad Astra.

(c) *Effect of Termination.* Upon valid termination of this Agreement, pursuant to any cause whatsoever, Client must immediately pay to Ad Astra all monies due for the remainder of the then current term and must deliver to Ad Astra all materials and documents pertaining to the Software and the Services, all of which are the sole and exclusive property of Ad Astra. Upon such termination all licenses, access, authorities, rights and privileges granted hereunder will terminate, and Client must cease to use, as hereinbefore provided, any Intellectual Property of Ad Astra. Upon expiration or termination of this Agreement, Ad Astra will work with Client in good faith to transition a copy of client Data to Client.

19. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered, sent by facsimile, reputable overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above. Notices delivered personally shall be effective upon delivery. Notices transmitted by facsimile shall be effective when received, provided that the burden of proving notice when notice is transmitted by facsimile shall be the responsibility of the party providing such notice. Notices delivered by overnight courier shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, whichever is earlier. Either party may change its address for purposes of this Agreement by providing notice of such change to the other party at the address for such party set forth above.

20. General.

(a) *Entire Agreement and Amendment.* This Agreement cancels and supersedes all previous agreements, written or oral, between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto, and there are no understandings, representations or warranties expressed or implied not specifically set forth herein. This Agreement may be amended only by a writing executed by the party against which such amendment is sought to be enforced.

(b) *Controlling Law.* This Agreement is governed by and will be construed and interpreted in all respects in accordance with the laws of the State of California (without application of principles of conflicts of law). The parties hereto agree that any claim or cause of action between the parties arising out of or in connection with this Agreement will have exclusive jurisdiction and venue in state court in California.

(c) *Counterparts.* This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(d) *Waiver.* The failure of either party to require performance by the other party of any provision hereof, or to enforce any remedies it may have against the other party, will in no way affect the right thereafter to enforce this Agreement and require full performance by the other party. The waiver by either party of any breach of any provision of this Agreement will not constitute a waiver of any succeeding breach of that provision or of any other provision.

(e) *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially alter the terms of this Agreement or diminish the benefits or burdens of this Agreement.

(f) *Assignment and Successors.* This Agreement may not in whole or in part be assigned, voluntarily or by operation of law, or otherwise transferred to others by the parties without the written consent of the other party. Any purported assignment by the parties in violation of this Section will be null and void. This Agreement is binding upon the parties hereto, and their successors and assigns.

(g) *Independent Contractor.* The parties agree that Client is an independent contractor. Under no circumstances will Client be considered to be an agent, employee, partner or representative of Ad Astra or otherwise attempt to bind Ad Astra.

(h) *Other Entities.* Other local, governmental and private entities within the state of California who wish to participate under the same terms and conditions contained in this document may do so. Each entity wishing to participate must sign an addendum to this contract stating payment terms and conditions specific to that entity. If such participation is desired by an eligible entity all purchase orders will be shipped directly from and products and services will be shipped directly to that entity.

(i) *Upgrades.* Client may upgrade product or services provided by Ad Astra under the terms and conditions contained herein. Any special terms and conditions related to payment for upgrades and additional services will be noted in an attached addendum.

(j) *Captions.* All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.

(k) *Conditions for Strategic Scheduling Checkup or Other Metrics Analysis.* If Client is procuring consulting or product services that result in analysis of metrics defined by Ad Astra, Client agrees that Ad Astra may incorporate quantitative, analytic measures of Client’s data obtained through product or service offerings for benchmarking and comparative analytics. Such use of Client’s data will not disclose Client’s identity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth below.

AD ASTRA INFORMATION SYSTEMS™, L.L.C.

Sierra Joint Community College

By: Tom Shaver

By: Erik E. Skinner

Date: 2/21/2018 | 8:48 AM PST

Date: 2/20/2018 | 11:41 AM PST

Name Tom Shaver

Name: Erik E. Skinner

Title: CEO/Founder

Title: VP Administrative Services



**Exhibit A
Ad Astra Subscription
Software and Services**

| <u>Software</u> | <u>Price</u> |
|---|--|
| <p><u>Astra Schedule™ (Annual Subscription)</u></p> <p>Astra Schedule is a SaaS enterprise-class scheduling system that provides analysis and optimization of academic resources. The system supports what-if modelling and the management of rooms for classes, exams, events and resources. All activities are presented through intuitive calendars that can be tailored to specific audiences.</p> <p>First-Year Astra Schedule Subscription Bundled Service includes:</p> <ul style="list-style-type: none"> • Hosting and Managed Services • Bi-directional Interface with SIS • Data Visualization Dashboards, utilization benchmark • Implementation of Astra Schedule • Application Configuration (2-days onsite) • Application Training (2-days onsite) • VPN Connectivity and Technical Configuration • Monthly remote Account Touchpoints scheduled with executive sponsor • Technical Support (7AM-6PM CST hours) • Client Portal Access with Report Share Repository • Monthly 'Tips and Tricks' Webinars • Aspire, Ad Astra Users' Conference, Discount of \$200 for One Attendee * <p>Subsequent Years Astra Schedule Subscription Bundled Service includes:</p> <ul style="list-style-type: none"> • Hosting and Managed Services • Bi-directional Interface with SIS • Option to Renew Data Visualization Dashboards (\$9,500 per year) • 4-hours Remote Training with Implementation Consultant • Monthly remote Account Touchpoints scheduled with executive sponsor • Technical Support (7AM-6PM CST hours) • Client Portal Access with Report Share Repository • Monthly 'Tips and Tricks' Webinars • Annual Account Roadmap Meeting • Aspire, Ad Astra Users' Conference, Discount of \$200 for One Attendee * <p>* One Aspire Discount per university</p> <p>Assumptions</p> <ul style="list-style-type: none"> • A Direct Connection using Secure Application Protocols or a Virtual Private Network (VPN) tunnel to the institution's Student Information System (SIS) is required for all Astra Schedule™ projects. <ul style="list-style-type: none"> ○ If a text file or another form of connection needs to be leveraged, a surcharge will be applied. <ul style="list-style-type: none"> • This surcharge will be 20 percent of the one-time implementation fee. ○ More information on a direct connection or VPN tunnel can be found in the Astra Cloud™ Hosting: Client Readiness Packet. • The completion of Implementation of Astra Schedule and transition to Technical Support will occur within 30 days following the delivery of on-site or web-based | <p><u>\$98,000.00 FIRST YEAR ANNUAL SUBSCRIPTION FEE</u></p> <p><u>\$25,000.00 FIRST YEAR ONE-TIME IMPLEMENTATION FEE</u></p> <p><u>\$98,000.00 RENEWAL ANNUAL SUBSCRIPTION FEE</u></p> |

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| <p>training.</p> | |
| <p><u>Platinum Analytics™ (Annual Subscription)</u></p> <p>Platinum Analytics is a patented SaaS solution providing predictive analytics for course scheduling. Incorporating historical, degree audit, student progress and student plan data, business intelligence is presented to inform the creation of a student aligned course schedule. Clients receive reports, access to data visualization and ongoing consulting to apply individualized recommendations throughout the scheduling and registration periods. Data patterns are also analyzed during non-scheduling periods to measure and track improvements and inform design decisions.</p> <p>Platinum Analytics Subscription Bundled Service includes:</p> <ul style="list-style-type: none"> • Hosting and Managed Services • Interface with SIS and Degree Audit • Platinum Analytics Dashboard Training • Project Kickoff Workshop (1-day onsite, year 1 only) • Annual Workshop to Reset Goals (½ day onsite, years 2+) • Scheduling Team Organization • Benchmark against Higher Education Scheduling Index (HESI™) to establish initial project goals • Goal Setting • Communication Strategy • Change Management Consulting • Data Results Consulting • Registration Velocity Monitoring • Client Portal Access • Impact Tracking, Monthly remote Account Touchpoints scheduled with executive sponsor • Aspire, Ad Astra Users’ Conference, Discount of \$200 for One Attendee * <p>* One Aspire Discount per university</p> <p>Assumptions</p> <ul style="list-style-type: none"> • A Direct Connection using Secure Application Protocols or a Virtual Private Network (VPN) tunnel to the institution's Student Information System (SIS) is required for all Platinum Analytics™ projects. <ul style="list-style-type: none"> ○ More information on a direct connection or VPN tunnel can be found in the Astra Cloud™ Hosting: Client Readiness Packet. <p><i>The processes leveraged within Platinum Analytics have been awarded Patent No. US 7,805,107,B2 Sept. 28, 2010 and US 8,750,781 June 10, 2014 by the US Patent Office. Ad Astra is the sole provider of these solutions.</i></p> | |

**Exhibit B****Mutual Non-Disclosure Agreement**

THIS AGREEMENT (this “Agreement”) is effective as of the last date shown in the signature block hereto, by and between AD ASTRA INFORMATION SYSTEMS, L.L.C. (“Ad Astra”), and Sierra Joint Community College, a (“Client”). Ad Astra and Client are referred to herein as the “parties.”

WHEREAS, the parties are evaluating the possibility of entering into an Agreement in the form attached hereto (the “Ad Astra Subscription Agreement”) or any other business arrangements as contemplated by the parties;

WHEREAS, Ad Astra and/or Client, in the course of such discussions, may consider it appropriate to disclose Confidential Information (as defined below) to the other;

WHEREAS, the parties recognize that such Confidential Information and trade secrets are of great value to the owner thereof and that their disclosure of use by the other party would impair the owner’s ability to compete effectively or would otherwise cause irreparable harm to their owner.

NOW THEREFORE, in consideration of the mutual promises, covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definition.** For purposes of the Agreement, the term “Confidential Information” means all information and know-how (whether or not patentable or copyrighted) owned, possessed or used by one party hereto (the “Owner”) that the other party (the “Recipient”) gains or has gained access by virtue of the parties’ relationship, in each case prior to or after the execution of the Agreement, including, without limitation, any proposal, marketing or business plan, invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer data, financial data, technical data, know-how, computer program, software, software documentation, hardware design, technology, forecast, unpublished financial statement, budget, license, price, cost and personal data; provided, however, that Confidential Information does not include information which (a) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (b) was known to the Recipient prior to the Recipient’s receiving the same pursuant to this Agreement and not otherwise restricted by contract or law; or (c) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information.

2. **Use.** The Recipient may use the Owner’s Confidential Information only for evaluating and performing the License and Services Agreement and any other business arrangements between the parties as contemplated by this Agreement, and for no other purposes whatsoever. Without limiting the foregoing, neither the Recipient nor any of its affiliates, principals, agents or employees will directly or

indirectly use the Owner's Confidential Information in the design, development, production, marketing, sale or use of products or services competitive with those of the Owner.

3. **Disclosure.** Without the Owner's prior written consent, neither the Recipient nor any of its affiliates, principals, agents or employees will disclose the Owner's Confidential Information to any other party (whether or not such other party is a business or entity affiliated with the Recipient); provided, however, that any of such information may be disclosed to employees of the Recipient who need to know such information for the purposes of evaluating and performing the License and Services Agreement or any other business arrangements between the parties as contemplated by this Agreement. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

4. **Notice of Breach.** Each party will promptly notify the other party of any breach of this Agreement committed by such other party or any of its affiliates, principals, agents or employees.

5. **Return of Materials.** Upon written request by the Owner, the Recipient will return to the Owner all written material in any form whatsoever which contains the Owner's Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof.

6. **No Licenses.** Nothing in the Agreement will be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, implied or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Agreement.

7. **Injunctive Relief.** The parties expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of the provisions of this Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each party will be entitled to a preliminary and final injunction to prevent any breach or further breach of this Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such party may have under the License and Services Agreement, at law or in equity.

8. **Ownership.** As between the parties, nothing in this Agreement will be construed to grant to the Recipient any rights to, ownership of, or other proprietary interest in the Confidential Information. The Recipient does not acquire any title, ownership, or other intellectual property right or license in the Confidential Information, or any idea or concept discussed by the parties. Nothing in this Agreement will be construed as creating any obligation, express or implied, of the parties to enter into a contract or business relationship with one another.

9. **Required Disclosure.** If the Recipient is requested or required, in connection with any judicial or administrative process, or order of any legal or governmental authority or by any law, regulation, or in accordance with applicable professional standards, or similar proceeding or governmental investigation, to disclose any Confidential Information, the Recipient must promptly provide the Owner with written notice of the request or requirement so that the Owner may seek

appropriate protective orders or legal remedies and must reasonably cooperate with the Owner in connection with obtaining such protective orders or legal remedies. If such protective orders or other legal remedies are not obtained, or if the Owner consents in writing, the Recipient may furnish only that portion of the Confidential Information which, in the opinion of the Recipient's counsel, it is required to disclose and will use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

10. **Term.** This Agreement will continue in full force and effect (a) until the later of (i) three (3) years from the date hereof, or (ii) if the parties' execute a License and Services Agreement or any other agreement between the parties, for three (3) years after the termination of such agreement; and (b) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, in perpetuity.

11. **Assignment.** The parties will not assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Agreement) under this Agreement without the prior written consent from the other party. Any purported assignment by the parties in violation of this section will be null and void.

12. **Miscellaneous.** This Agreement is binding on the parties and their respective affiliates, subsidiaries, successors and assigns. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of the Agreement. This Agreement may not be amended or modified except in writing and will be governed by the laws of the State of California (without regard to conflicts of law principles). If any provision or portion of any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected. This Agreement may be executed in counterparts, each of which will be deemed an original. All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.