



# Master Subscription Agreement

**This Master Subscription Agreement**, by and between **N2N Services, Inc.**, a Georgia corporation (“Licensor”) and \_\_\_\_\_ (“Licensee”), is effective as of the \_\_ day of \_(month)\_ 2023

The Parties hereby agree as follows:

## 1. Definitions

The following terms used in this Agreement shall have the following meanings unless the context otherwise requires:

- a. **“Agreement”** means this Master Subscription Agreement
- b. **“Software”** shall mean the customized software materials owned by Licensor, commonly known as the **N2N Illuminate Platform and Connectors** which are designed to work within a proprietary technology framework that uses built-in adapters to integrate with SIS, LMS and Authentication providers.
- c. **“Connection/data source”** shall mean a linkage to a database to enable that data to be exposed through an API.
- d. **“Illuminate API Key”** shall mean a unique key, assigned to an API through a Consumer, that can be used to control access to the information available through execution of the API.
- e. **“Consumer”** shall mean any user, user interface, system or tool that executes an API to access data. A consumer can either receive data from an API directly, or can use templates to filter and modify API data to the specific needs of a Consumer.
- f. **“Client”** shall mean Licensee or any site licensed under this Agreement.

## 2. License

- a. **License** - Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-assignable annual license to use the Software (Illuminate Platform) solely by and for the benefit of Licensee (the “License”) for the purposes of Systems Integration and Data Synchronization. Licensed products and modules are defined in Exhibit A, incorporated into this document by reference. Licensed optional services, such as additional implementation services are defined in Exhibit B, also incorporated into this document by reference, if included.
- b. **Restrictions** – Except as expressly authorized by this Agreement or as is reasonably necessary to use the Software (subject to the advance approval by Licensor of all such items), Licensee shall not decompile, disassemble or otherwise reverse engineer any portion of the Software. Licensee shall not permit the removal of any existing copyright notice or other

All Rights Reserved – N2N Services Inc. ([www.n2nservices.com](http://www.n2nservices.com))  
3063 Peachtree Ind. Blvd, Duluth, GA 30097

V2023.01[client name]



# Master Subscription Agreement

restrictive or proprietary legend from any Software. No Software may be used by, or pledged or delivered to, any third party. Licensee shall not make any copies of the Software or any portion thereof.

- c. **Proprietary Rights** - Licensee agrees that all Software shall be and remain the exclusive property of Licensor.
- d. **Confidential Information** - Confidential information is that which relates to the Licensee's or Licensor's research, development, trade secrets or business affairs and includes, concepts presented to, but not selected by, the Licensee; it does not include information that is generally known or easily ascertainable by third parties or this Agreement.

The Licensee's confidential proprietary information will not be duplicated and/or used for any purposes without explicit permission from the Licensee. The Licensor will not disclose any confidential information, including information, reports and summaries of the activities to the parties related to client/vendor's provision of services, to any person or entity etc. without prior consent from the Licensee.

Licensor acknowledges that in completing the Work, that it may have access to Personally Identifiable Information (PII). Licensor also acknowledges that in completing the Work, that it may have access to student identity and educational record information, and that such information is the confidential property of Licensee also governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 12328. The Illuminate Platform is not to be used to process Protected Health Information (PHI) as defined in the Health Insurance Portability and Accountability Act (HIPAA) [Pub.L. 104–191, 110 Stat. 1936] without the Licensee entering into a separate Business Associate Agreement with the Licensor. Similarly, the Illuminate Platform is not to be used to process data subject to the Payment Card Industry Data Security Standard (PCI DSS) without the Licensee entering into a new agreement with the Licensor that outlines scope, auditability, and accountability.

Licensor agrees to return, transfer or certify the destruction of all Licensee Confidential Information upon termination of this Agreement.

Licensor shall keep Licensee information strictly confidential by using the same care and discretion that Licensor would use to protect its own Confidential Information. This provision shall survive termination of this Agreement.

### 3. Term & Termination

- a. **Term** – The term of this Agreement (“Term”) will begin on the Effective Date and will expire on the contract anniversary date based upon the terms in Exhibit A, unless earlier terminated pursuant to the terms of this Agreement. This Agreement may be renewed



# Master Subscription Agreement

annually; both parties shall complete the “N2N Illuminate Renewal Order Form” prior to expiration of this Agreement to indicate this intent.

- b. Termination** – This Agreement may be terminated upon the following terms and conditions:
- i.** The License will terminate automatically upon any non-compliance with any of the restrictions identified in subsection 2b above.
  - ii.** Either party may terminate the Agreement at any time should the other party default on any of its material obligation under this Agreement if, within thirty (30) days after written notice, such other party has failed to begin good faith efforts to cure the default. To be effective, such written notice must specify the default and state the intention to terminate if default is not cured.
  - iii.** Either party may terminate this Agreement at any time if (i) the other party is declared insolvent or bankrupt, (ii) if a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt or for a reorganization under the bankruptcy laws or similar statutes,; or (iii) if a trustee in bankruptcy or receiver or other similar entity is appointed for one of the parties.

## 4. Fee and Payment Terms

As full consideration for the License and other rights granted in this Agreement to Licensee, Fees will be payable as set forth in Exhibit A in accordance with payment terms also set forth therein.

- a. Billing.** Fees and expenses incurred will be invoiced to Client on a monthly basis and are due and payable by Client within thirty (30) days of the date of the invoice, but failure to submit an invoice shall not waive such fees and expenses.
- b. Payments.** Payments of N2N invoices shall be made in the following manner:

**i. ACH Transfer**

- 1. ACH or Wire Transfer is our preferred method for receiving your payment. The specific directions are as follows:**

Bank Name: SunTrust Bank  
Routing Number 061000104  
Swift Code SNTRUS3A  
United States of America  
Account Name: N2N Services  
Account Address: 3063 Peachtree Industrial Blvd. Ste. 200  
Duluth, GA 30097  
Account Number: 1000196092844

All Rights Reserved – N2N Services Inc. ([www.n2nservices.com](http://www.n2nservices.com))  
3063 Peachtree Ind. Blvd, Duluth, GA 30097

V2023.01[client name]



# Master Subscription Agreement

## ii. Mailing Checks

1. **Any payments made via check or bank draft shall be mailed to the following address:**

N2N Services Inc.  
P.O Box 117135  
Atlanta, GA 30368-7135

- c. **Late Payments.** A late payment charge of one and one-half percent (1½%) per month (annual rate of eighteen percent (18%)) will be added to any amounts more than thirty (30) days past due. If it should become necessary to turn this account over for collection, Client is responsible for all collection costs, including reasonable attorney's fees. In addition, N2N reserves the right, in N2N's sole and absolute discretion, to cease providing services without any liability to Client or any other third party in the event that Client is more than thirty (30) days past due on any amounts owed to N2N under this Agreement.

## 5. Warranties; Limitation of Liability

N2N warrants to Clients as follows:

N2N warrants that it has full title and ownership of the Illuminate Platform. N2N warrants that it has full power and authority to grant the license granted by this Agreement to Client.

- a. Except for the warranties set forth above in this section N2N makes no other warranties, either express or implied, including but not limited to implied warranties or fitness for a particular purpose.
- b. Under no circumstances will N2N be liable for any indirect, incidental, consequential or other special damages arising from the use, the results of the use or any failure of or defects in the Software, or otherwise arising out of or in connection with this Agreement, or for any claim by any third party, even if such person has been advised of the possibility of such damages or claim. The liability of N2N for actual damages arising out of or in connection with this Agreement will be limited to the total license fees paid to N2N by Client under this Agreement.
- c. **High-Risk Disclaimer.** For any Client who is authorized to use the services, Client understands and agrees that the Company's Illuminate services are not completely fault-tolerant and are not designed or intended for use in any high-risk or hazardous environment, including without limitation, the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems or any other application where the failure or malfunction of any Product can reasonably be expected to result in death, personal injury,

All Rights Reserved – N2N Services Inc. ([www.n2nservices.com](http://www.n2nservices.com))  
3063 Peachtree Ind. Blvd, Duluth, GA 30097

V2023.01[client name]



# Master Subscription Agreement

severe property damage or severe environmental harm (a “High Risk Environment”). Accordingly, (a) Client should not use the Company’s Illuminate services in a High Risk Environment, (b) any use of the Company’s Illuminate Services by Client in a high risk environment is at Client’s own risk, (c) Company, its Affiliates and suppliers will not be liable to Client in any way for use of the Company’s Illuminate services in a High Risk Environment and (d) Company makes no warranties or assurances, express or implied, regarding use of the Company’s Illuminate services in a High Risk Environment.

## 6. Services

- a. Implementation Services - N2N agrees to perform the services (the “Services”) described in Exhibit A attached hereto and incorporated herein by reference.
- b. Hosting - Upon the terms set forth in Exhibit A, N2N will host the Software for Client in a commercially available data center, including provision of bandwidth, storage and access to the N2N Software required to deliver the services detailed herein.
  - i. Licensee will be provided with one production environment and one pre-production environment.
  - ii. The pre-production environment can be connected to multiple data sources, for example a development and a QA environment. The pre-production environment is not provisioned with the same level of resources and should not be expected to perform in the same way as the production environment.
- c. Upgrades – This Agreement and the license contained herein pertain to the Software and any standard bug fixes, regular maintenance and product service releases during the term of this Agreement. Any Client enhancement requests will be evaluated against the established Software roadmap and delivered in alignment with planned enhancements unless Client specifically contracts for additions or enhancements as detailed below in professional development support services.
- d. Training – N2N will, upon request, provide a remotely delivered training class for API creation, and will also, upon request, provide a remotely delivered training class for system administration. Additionally, documentation and self-directed training materials will be available on the N2N support center website.
- e. Support – N2N will provide email access to reasonable Client support to designated Client professional staff on a business hour basis for non-emergency issues and after-hours support for emergency issues. N2N defines these business hours to be 9AM to 5PM Eastern time, Monday through Friday. Escalation shall be through contact of the N2N Client Success management team. During installation, Licensee will be provided with direct contact information for the Client Success management team members.



# Master Subscription Agreement

To improve the support experience, clients and partners are expected to login to Illuminate (<https://illuminateapp.com>) to review the issue and try to identify the failing component before submitting the request. This is important since Illuminate is a multi-tiered application that has components which reach into Client infrastructure. Management of components in the Client's infrastructure (such as IIG/Dataport, or the institutional SIS) may be either collaboratively supported with N2N, or may be completely beyond N2N's control. N2N will provide the needed access to clients, partners and other representatives to support this issue review.

Failing components for issues can be:

- **Case 1** - N2N infrastructure issue - default logging
  - This issue is considered Critical if in Production if no workaround exists, or Medium if in QA or in Production if a reasonable workaround exists.
- **Case 2** - Client infrastructure that hosts N2N applications (ex: dataport, IIG, etc.) - default logging
  - The resolution of this issue will be contingent on the availability of Client resources, their infrastructure, and the resources available to debug, troubleshoot, and resolve the issue. Therefore, the response times are very much dependent on the Client resources. Client should work closely with N2N staff to determine the response time and resolve the issue. Once the Client assigns the resources and resolves the failing components, N2N will follow the same SLA response and resolution times as identified in the Case 1 section above.
- **Case 3** - Client infrastructure that hosts source/destination data (ex: SIS) - default logging
  - The resolution of this issue will be contingent on the availability of Client resources, their infrastructure, and the resources available to debug, troubleshoot, and resolve the issue. Therefore, the response times are very much dependent on the Client resources. Client should work closely with N2N staff to determine the response time and resolve the issue. Once the Client assigns the resources and resolves the failing components, N2N will follow the same SLA response and resolution times as identified in the Case 1 section above.
- **Case 4** - Data Transformation/Translation issue - **optional encrypted payload logging needed for timely resolution of issue type**
  - N2N relies on clients to provide complete specifications, and test the APIs and applications in QA environment and sign-off prior to production release.
  - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete test plans or incomplete test scenarios, these issues will be considered **low** priority. N2N will assign this issue to the respective application analysts for debug, troubleshooting, and resolution.
  - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete specifications, then these issues will be considered **change requests** and is not a support case.



# Master Subscription Agreement

- **Case 5 - API/Application issue/defect - optional encrypted payload logging needed for timely resolution of issue type**
  - N2N relies on clients to provide complete specifications, and test the APIs and applications in QA environment and sign-off prior to production release.
  - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete test plans or incomplete test scenarios, these issues will be considered **low** priority. N2N will assign this issue to the respective application analysts for debug, troubleshooting, and resolution.
  - If an application was signed off in QA and was not changed in production, and results in issues because of incomplete specifications, then these issues will be considered **change requests** and is not a support case.

**Please indicate your selected choice for optional payload logging:**

- \_\_\_\_\_ Licensee authorizes N2N Services to store encrypted payload data by default in non-Production environments.
  
- \_\_\_\_\_ Licensee authorizes N2N Services to store encrypted payload data by default in Production environments.
  
- \_\_\_\_\_ Licensee DOES NOT authorize N2N services to store encrypted payload data by default in any environment, and I will provide N2N authorization (via email to [appsupport@n2nservices.com](mailto:appsupport@n2nservices.com), by an authorized individual) if this is necessary to resolve an issue. I understand that response time for resolving issues, as specified in Case 4 or Case 5 above, will likely be affected.

**Definitions for all support cases:**

N2N will provide email access to reasonable customer support to designated Licensee professional staff on a business hour basis for non-emergency issues and after-hours support for emergency issues (Severity: Critical). N2N defines business hours to be 9AM to 5PM Eastern time, Monday through Friday. Escalation shall be through contact of the N2N Client Success management team. During installation, Licensee will be provided with direct contact information for the Client Success management team members.

- Production Issues (Severity: Critical, insofar as they meet the requirements as defined in **Case 1** above. Otherwise, the issue will be addressed at a lower priority)

All Rights Reserved – N2N Services Inc. ([www.n2nservices.com](http://www.n2nservices.com))  
3063 Peachtree Ind. Blvd, Duluth, GA 30097



# Master Subscription Agreement

- Quality Assurance Issues (Severity: Medium)
- All other issues (Severity: Low)

Initial acknowledgement of a request of any priority will go out in 2 hours of receiving the request (if the request is received in business hours). If a request is received after business hours, the acknowledgement will go out the next business day (unless the issue is of Critical priority).

Contact by a technician:

- Critical Priority: within an hour of initial acknowledgement
- Medium Priority: Within one business day of initial acknowledgement
- Low Priority: Within three business days of initial acknowledgement

Expected resolution time by severity and failing component:

- Critical Priority: Resources will be assigned immediately to resolve the issue
- Otherwise, N2N Client Success will discuss with the Licensee and based on the nature of the issue, establish expectations/timeline.

- f. Service Level Agreement – N2N shall operate the Illuminate application with a service level of 99.95%, no more than 22 minutes of unscheduled downtime per month. This does not include announced maintenance windows. This service level applies to the cloud-hosted Illuminate User Interface and to the cloud-hosted Illuminate Process Engine. Aggregate end-to-end service for an Illuminate-managed API requires the availability of the N2N Dataport and the Client data source. The Dataport's availability is dependent on the Client-managed virtual machine which executes the applications in the Dataport container. The data source is also under the Client's management. Outages in non-N2N managed resources or services do not count against availability of Illuminate for this service guarantee. If the service is available less than the stated thresholds in a given month, a credit of 10% of the month's subscription fee (paid by Client or on behalf of Client by an N2N partner; 10% of 1/12 of the annual subscription fee) will accrue to the next annual renewal period.
- g. Professional Development – N2N shall provide professional development services upon request on a cost per project basis. Such requests (current and future) will be documented in a Statement of Work (SOW) and will reference the terms and conditions of this Agreement. Such services include non-recurring engineering development fees and consultation on best practices related to utilization of N2N Software.

## 7. Disclaimer and Assignment

All Rights Reserved – N2N Services Inc. ([www.n2nservices.com](http://www.n2nservices.com))  
3063 Peachtree Ind. Blvd, Duluth, GA 30097

V2023.01[client name]





# Master Subscription Agreement

This Agreement sets forth the entire agreement and understanding between the parties and supersedes and merges all prior oral and written understandings, representations and discussions between them respecting its subject matter. This Agreement may be amended only by a written agreement executed by Licensor and Licensee. No rights, obligations, representations or terms, other than those expressly recited herein, are to be implied from the Agreement. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns; provided, however, Licensee may not assign or otherwise transfer its rights or obligations hereunder.

## 8. Notices

Any notice required or permitted to be given to either Party under this Agreement shall be effective upon deposit in the United States mail, postage prepaid, addressed as follows:

N2N Services Inc.  
Attn: Operations Manager  
3063 Peachtree Ind. Blvd  
Duluth, GA 30097  
Email – [accounting@n2nservices.com](mailto:accounting@n2nservices.com)

Notice to Client:  
\*\*client name\*\*

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## 9. Miscellaneous

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement.

## 10. Force Majeure.

If N2N is prevented from performing any task hereunder, in whole or in part, as a result of an Act of God, war, terrorism, pandemic (not foreseeable as of the Effective Date), civil disturbance, labor disputes outside of N2N’s control, or other cause beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement; provided, however, that such force majeure condition shall not excuse a Party’s obligation to perform those tasks that are not prevented by the force majeure condition.



# Master Subscription Agreement

## 11. Severability

Every provision of this Agreement is intended to be severable, and if any term or provision hereof or thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby, and any invalidity, illegality and unenforceability in any jurisdiction shall not affect the validity, legality and enforceability of any such term or provision in any other jurisdiction.

## 12. Governing Law

This Agreement shall be governed by the laws of the State of Georgia without regard to conflicts of law.

Each of the parties of this Agreement has caused this Agreement to be signed in its name and on behalf of its duly authorized representative as of the date first above written.



# Master Subscription Agreement

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto as of the date adjacent to their respective signatures below.

**Licensee: \*\*\*client name\*\*\***

**Licensor: N2N Services**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Master Subscription Agreement

	Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.		
	Illuminate Annual Subscription for Illuminate certified Build - SDK Registration APIs	12	Contact N2N
	Illuminate Annual Subscription for <b>Hobsons</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>Folderwave</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>ACI</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>Coursedog</b> support. Does not include Illuminate API Management interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	\$6,400
	Illuminate Annual Subscription for <b>PayMyTuition</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Varies by SIS
	Illuminate Annual Subscription for <b>NorthStar</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>TouchNet OneCard</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>PageUp</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>PayClearly</b> support. Does not include Illuminate API Management Console Interface or	12	Contact N2N



# Master Subscription Agreement

	the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.		
	Illuminate Annual Subscription for <b>Mazévo</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>CampusCE</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Illuminate Annual Subscription for <b>Softdocs</b> support. Does not include Illuminate API Management Console Interface or the Interface Designer Workflow unless combined with an Illuminate subscription for Photon, Wave, or Spectrum.	12	Contact N2N
	Other partner (specify):	12	Contact N2N
	Illuminate Annual Photon Subscription Includes: <ul style="list-style-type: none"> <li>● 1 Data Source (Connection), 1 Consumer</li> <li>● 3 Users, 2 environments</li> <li>● API Library to manage up to 50 APIs</li> <li>● API Builder with SQL Wizard</li> <li>● 100k API calls per month</li> <li>● 99.95% SLA</li> </ul>	12	Contact N2N
	Illuminate Annual Wave Subscription Includes: <ul style="list-style-type: none"> <li>● 5 Data Sources (Connections), 10 Consumers</li> <li>● Unlimited Users, 2 environments</li> <li>● API Library to manage APIs</li> <li>● API Builder with SQL, DB Procedure, Endpoint, File As Source</li> <li>● Interface Designer Workflow</li> <li>● 1M API calls per month</li> <li>● 99.95% SLA</li> </ul>	12	Contact N2N
	Illuminate Annual Spectrum Subscription Includes: <ul style="list-style-type: none"> <li>● 15 Data Sources (Connections), 30 Consumers</li> </ul>	12	Contact N2N



# Master Subscription Agreement

	<ul style="list-style-type: none"><li>• Unlimited Users, 2 environments</li><li>• API Library to manage APIs</li><li>• API Builder with SQL, DB Procedure, Endpoint, File As Source</li><li>• Interface Designer Workflow</li><li>• 10M API calls per month</li><li>• 99.95% SLA</li></ul>		
<b>Total</b>			



# Master Subscription Agreement

## Client responsibilities

- Client Responsibilities include:
  - Assign a designated liaison with responsibility for coordinating all N2N implementation engagement
  - Ensure that appropriate Client personnel participate in all scheduled meetings, activities and tasks
  - Gather and provide relevant documentation in a timely manner as required to complete implementation services;
  - Provide N2N with appropriate access to all relevant internal and external systems for implementation services

## Conditions and Notes

1. Hosting Services are provided by N2N for the Authorized users of N2N Software including equipment, data storage, redundancy, backups, and related services. These services are included as part of the License Fee described above.
2. Support Services are provided based on details identified in section 6 above. These services are included as part of the License Fee described above.
3. An Illuminate improvement fee of up to 5% of the Illuminate Annual Subscription Fee may be added to the Annual Subscription Fee upon each subsequent annual renewal.
4. Client shall pay all invoices within thirty (30) days after receipt of an invoice.
5. **Additional Connections for Photon or Wave can be licensed by Client for an additional Annual Subscription Fee of \$5,000/annually per connection as requested by Client. Multiple Connections can be licensed at discounted rate per connection if requested by Client. Each additional licensed connection comes with two additional Consumer licenses.**





# Master Subscription Agreement

**EXHIBIT B**  
**TO THE AGREEMENT BETWEEN**  
**N2N SERVICES (“N2N”)**  
**AND**  
\_\_\_\_\_ **(“LICENSEE”)**

## Standard and Additional Services and Fee Structure

Certain N2N product offerings may include implementation services. Licensee may also elect to purchase additional professional services from N2N

<b>Term</b>		
<b>Start Date</b>	<b>Term</b>	<b>End Date</b>

<b>Selection</b>	<b>Services and License Fees</b>	<b>Term (Months)</b>	<b>Annual Fee</b>
	<b>Service</b>		
	Illuminate Implementation Service Fees	<b>one-time</b>	<b>Included</b>
	Illuminate Implementation Service Fees for Partner Connection/Partner	<b>one-time</b>	<b>Included</b>
	Additional Statement of Work, optionally incorporated in Exhibit B directly or by Attachment		<b>TBD</b>
<b>Total</b>			



# Master Subscription Agreement

## Illuminate Scope of Work

### Services

- Illuminate Implementation Service Fees:
  - Included with first year subscription
- Illuminate Implementation Service Fees for Connection/Partner: Development of Illuminate scripts/processes to allow the Illuminate platform to execute data requests from Client's Partner Platform to/from Client's data target/source including:
  - Development of Illuminate scripts/processes required to execute platform required APIs
  - Modifications / Enhancements of scripts/processes required during User Acceptance Testing
  - Training of Client staff on managing updates/extension of Illuminate scripts for future Partner/Connectors

## Client Responsibilities

- Client Responsibilities include:
  - Assign a designated liaison with responsibility for coordinating all N2N implementation engagement
  - Ensure that appropriate Client personnel participate in all scheduled meetings, activities and tasks
  - Gather and provide relevant documentation in a timely manner as required to complete implementation services;
  - Provide N2N with appropriate access to all relevant internal and external systems for implementation services