

# MASTER SERVICES AGREEMENT

## FOR THE JURY-SYSTEM™ BY MUSIC JURIES LLC

This Master Services Agreement ("Agreement") is entered into by and between **Music Juries LLC**, with a principal place of business at the address listed on its public website ("Provider"), and the educational institution executing an applicable Order Form ("Institution").

### SECTION 1. PLATFORM DEFINITIONS & WORKFLOWS

**(a) Provider Property.** As between the Parties, Provider retains all right, title, and interest, including all worldwide intellectual property rights, in and to the cloud platform, The Jury-System™ application, database architectures, software engine code, user interface designs, and any underlying structural templates or layouts (collectively, the "Provider Property").

**(b) Academic Content and Custom Rubrics.** The Institution retains all right, title, and interest in and to all proprietary academic rubrics, scheduling parameters, grading metrics, pedagogical methodologies, and specific evaluative criteria provided to Provider for website customization (collectively, the "Academic Content"). Provider is granted a limited, non-exclusive, royalty-free license to use the Academic Content solely to build and maintain the Institution's customized web forms for the duration of the Term.

**(c) General Framework Reuse.** Nothing in this Agreement shall restrict Provider from developing, creating, or licensing web forms, templates, or workflows for other clients that are structurally similar to the forms developed for the Institution, provided that such development does not incorporate or replicate any proprietary Academic Content or confidential data belonging to the Institution.

### SECTION 2. USER AUTHENTICATION & IDENTITY PROVISIONING

**(a) Authentication Options.** The Institution may elect to provision User accounts via one of two methods, as specified in the applicable Order Form: (i) Integration with the Institution's centralized Single Sign-On (SSO) identity provider system, or (ii) Self-registration of internal platform accounts by individual students, faculty, and staff.

**(b) Single Sign-On (SSO) Integration Responsibilities.** If the Institution elects to utilize SSO integration:

- **Technical Cooperation:** The Institution shall provide the necessary technical metadata, configurations, and administrative access (e.g., SAML 2.0, OIDC) to facilitate secure integration.
- **Identity Lifecycle Management:** The Institution retains sole and exclusive responsibility for provisioning, authenticating, managing, and de-provisioning all user access privileges. Provider shall be entitled to rely entirely on authentication signals received from the Institution's SSO portal.
- **Unauthorized Access:** Provider shall not be liable for any data breaches, unauthorized access, or grading integrity compromises resulting from compromised institutional SSO credentials, compromised university email accounts, or a failure by the Institution to promptly revoke an individual user's institutional access privileges.

**(c) Internal Client Accounts (Self-Registration).** If the Institution elects to utilize self-registered, internal platform accounts:

- **Credential Security:** Individual users (students and faculty) are solely responsible for maintaining the confidentiality and strength of their account passwords. Users are strictly prohibited from sharing login credentials.
- **Administrative Monitoring:** The Institution's designated administrator shall be responsible for periodically reviewing the list of active faculty accounts and requesting the deactivation of accounts belonging to departed or unauthorized personnel.

## SECTION 2.5. SERVICE SPECIFICATIONS & ACCESSIBILITY

**(a) Accessibility Compliance.** Provider commits that all web forms, user interfaces, and platform features shall comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards. This commitment includes, but is not limited to: keyboard navigation support, screen reader compatibility, sufficient color contrast ratios, alt text for images, and captioning for any multimedia content. Provider shall maintain accessibility compliance throughout the Term and shall promptly address any verified accessibility deficiencies reported by the Institution.

**(b) Grade Deadline Assurance.** Provider acknowledges that the Service supports time-sensitive academic evaluation cycles (jury periods, grading deadlines, and end-of-term assessments). Provider commits to maintain the Service availability throughout the Institution's designated grading and jury scheduling periods as defined by the Institution in writing. Provider shall not schedule planned maintenance windows, system updates, or patches during any designated grading cycle or jury evaluation period. In the event of an emergency security patch or critical system update required during a grading cycle, Provider shall provide minimum seventy-two (72) hours advance notice to the Institution and coordinate timing to minimize disruption.

## SECTION 3. STUDENT DATA PRIVACY & FERPA COMPLIANCE

**(a) School Official Status.** The Parties acknowledge and agree that for the purposes of this Agreement, Provider acts as a "School Official" with a "legitimate educational interest" as those terms are defined under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99). Provider agrees to comply with all applicable FERPA provisions regarding the use, re-disclosure, and maintenance of Student Records and personally identifiable information (PII) collected through the student repertoire and faculty evaluation forms.

**(b) Ownership and Control of Student Data.** All data submitted by students (including names, majors, instruments, and repertoire lists) and all evaluation data submitted by faculty (including scores, rubrics, and grades) shall remain the sole and exclusive property of the Institution. Provider acquires no ownership rights, express or implied, in or to any Student Data.

**(c) Strict Use Limitations.** Provider shall use Student Data solely for the purpose of fulfilling its obligations under this Agreement and delivering the customized web forms to the Institution. Provider is strictly prohibited from:

- Selling, renting, or leasing Student Data to any third party.
- Mining Student Data for targeted advertising, commercial profiling, or product marketing.
- Re-disclosing Student Data to any third party without the express, prior written consent of the Institution, except as explicitly required by valid legal subpoena or court order.

**(d) Student Data Access Rights.** In accordance with FERPA, students have the right to access and download their own submitted repertoire records, evaluation data, and any other personally identifiable information maintained by Provider through the Service. Provider shall maintain a mechanism within

the platform allowing individual students to request and retrieve their own student records in machine-readable formats (e.g., CSV, PDF). Students may also request paper copies of their records at no charge. Requests shall be fulfilled within ten (10) business days. The Institution and students shall not be charged fees for accessing, requesting, or receiving their own data.

**(e) Sub-processors & Third-Party Services.** Provider acknowledges that certain third-party service providers ("Sub-processors") may access or process Student Data to facilitate delivery of the Service. All Sub-processors shall:

- Be bound by written agreements requiring them to comply with FERPA and this Agreement's data protection obligations.
- Access Student Data only to the extent necessary to perform their specific functions.
- Maintain security measures consistent with industry standards for data protection.

**Current Sub-processors:** As of the Effective Date, Provider utilizes the following Sub-processors with access to Student Data:

Sub-processor	Function	Data Accessed
LiquidNet Ltd.	Cloud hosting, data storage, and infrastructure	All Student Data (stored on their servers)
Postmark	SMTP email delivery for system notifications and communications	Student names, emails for delivery of platform notifications

**Sub-processor Changes:** If Provider engages additional Sub-processors or replaces existing Sub-processors, Provider shall provide written notice to Institution at least thirty (30) days before such change takes effect. Institution may object to the addition of any new Sub-processor by notifying Provider in writing within fifteen (15) days of notice. If Institution objects on reasonable FERPA compliance grounds, Provider shall work with Institution to address the concern or offer to return the data to Institution.

## SECTION 4. FEES, INVOICING, AND PAYMENT TERMS

**(a) Setup and Configuration Fees.** Prior to platform deployment, the Institution shall pay a one-time, non-refundable Fixed Setup Fee as specified on the Provider's website (<https://juries.music>) and detailed in the applicable Order Form. The Parties acknowledge that this fee varies depending on the Institution's selected authentication framework:

- **Internal Accounts Architecture:** Standard deployment configuration setup fee.
- **Single Sign-On (SSO) Portal Integration:** Premium deployment configuration setup fee reflecting extended technical infrastructure and cryptographic configurations.

**(b) Annual Subscription Fees and Active User Tiers.** The software platform is made available under an Annual Subscription Agreement. Subscription pricing is structured in tiers based on the total number of Active Users during the preceding twelve (12) month period.

- **Active User Definition:** An "Active User" is strictly defined as any unique student, faculty, staff, or administrative user who has logged in to the Institution's customized website at least once within the 365 days prior to the subscription renewal date.

- **Base Rates:** The baseline subscription tier and initial annual pricing shall be established in the Order Form based on the rates posted publicly at <https://juries.music> at the time of contract execution or renewal.

**(c) Annual Audit and Tier Adjustments.** Thirty (30) days prior to each annual renewal date, Provider shall run an automated administrative system report calculating the precise number of Active Users for that cycle.

- **Downward Adjustments:** If the number of Active Users falls into a lower public pricing tier, the subsequent renewal invoice shall reflect the lower tier rate automatically.
- **Upward Adjustments:** If the number of Active Users exceeds the contracted tier, the Institution shall be migrated to the appropriate higher tier for the upcoming renewal period. Provider reserves the right to issue a true-up invoice for user overages exceeding 10% of the baseline contracted tier during the active cycle.

**(d) Academic Fiscal Funding and Delays.** The Parties recognize that academic institutions operate on strict, state-mandated or board-approved fiscal cycles.

- **Non-Appropriation Clause:** If the Institution is a public entity and the governing legislative or institutional body fails to allocate or appropriate funds for the upcoming fiscal year, the Institution may terminate this Agreement without penalty by providing written notice and verified budget documentation to Provider at least forty-five (45) days prior to renewal.
- **Late Payment Grace Period:** In recognition of slow institutional procurement workflows, invoices are due net-30 days from issuance. Late fees shall not accrue, nor shall service be suspended, for a period of up to sixty (60) days post-invoice date, provided that the Institution's procurement department issues a valid, signed Purchase Order (PO) to Provider before the active subscription expires.

## SECTION 5. INSTITUTIONAL ARCHIVING & NASM COMPLIANCE

**(a) NASM Accreditation Record Retention and Account Freezing.** The Parties acknowledge that the Institution is subject to the record-keeping and retention standards mandated by the National Association of Schools of Music ("NASM"). To assist the Institution in maintaining accreditation compliance, Provider shall provide an "End-of-Term Freeze" feature. Upon the conclusion of an academic grading cycle, or upon written request by the Institution, Provider shall freeze student-facing forms to prevent new submissions.

**(b) Active Archive Access.** For the duration of the active subscription Term (including any subsequent renewal periods), Provider shall maintain all historical student repertoire submissions, customized grading rubrics, and faculty evaluations in a secure, read-only "Active Archive". Faculty and authorized administrators shall retain continuous, on-demand access to this data to satisfy NASM institutional evaluation and self-study review requirements.

**(c) Local Data Portability (Self-Service Export).** The Institution shall retain the right at any time during the Term to execute a self-service export of its archived data. Provider shall provide tools within the platform allowing the Institution to download all student records, repertoire history, and faculty evaluations in standard, machine-readable formats (e.g., CSV, Excel, or structured bulk PDF) for local storage, independent archiving, or physical backups.

**(d) Post-Termination NASM Grace Period and Data Purge.** Upon the non-renewal or formal termination of this Agreement:

- Provider shall maintain the Active Archive and provide the Institution with full export access for a mandatory grace period of ninety (90) days (the "Accreditation Export Window") to ensure no disruption to NASM compliance records.
- Following the expiration of the 90-day window, and unless otherwise agreed to in a separate paid Archival Extension Agreement, Provider shall have no further obligation to host the data. Provider shall securely and permanently delete all student data, rubrics, and faculty evaluations from its live servers.

## SECTION 5.5. FORCE MAJEURE

**(a) Definition and Scope.** "Force Majeure Event" means any event or circumstance beyond the reasonable control of a Party, including but not limited to: acts of God (earthquake, flood, hurricane, lightning, tsunami), war, invasion, hostilities, terrorist acts, riot, embargo, government sanctions, pandemic, epidemic, or other widespread public health emergency. **Force Majeure Events do NOT include:** (i) Provider's infrastructure failures, hosting provider failures, or cloud service outages (these are Provider's operational risks and responsibility); (ii) cyber attacks, malware, hacking, or security breaches (unless caused by a third-party nation state actor); (iii) financial hardship or economic disruption; (iv) supply chain delays; or (v) any event that could have been prevented or mitigated by reasonable planning or redundancy measures.

**(b) Excuse From Performance.** If a Force Majeure Event prevents a Party from performing its material obligations under this Agreement, the affected Party shall be excused from such performance for the duration of the Force Majeure Event, provided that:

- The affected Party gives prompt written notice to the other Party within twenty-four (24) hours of becoming aware of the Force Majeure Event, including a description of the event, the anticipated duration, the obligations affected, and steps being taken to mitigate impact.
- The affected Party uses commercially reasonable efforts to resume performance as quickly as practicable and to minimize disruption to the other Party.
- Provider maintains all security protocols and data protection measures during the Force Majeure Event, and Institution retains the right to access and export its archived Student Data throughout the outage.

**(c) Provider Mitigation Obligations.** Notwithstanding any Force Majeure Event, Provider shall continue to implement disaster recovery and business continuity measures, including: (i) failover to backup systems or alternative data centers; (ii) expedited restoration from backups; (iii) communication to Institution at regular intervals (at minimum, every 12 hours) regarding restoration progress; and (iv) escalation of restoration efforts to senior technical management. Provider shall not rely on Force Majeure to avoid implementing reasonable redundancy or failover infrastructure.

**(d) Payment Obligations Unaffected.** Institution's payment obligations under Section 4 shall continue uninterrupted and are NOT excused by any Force Majeure Event affecting Provider. However, if a Force Majeure Event causes a material service outage lasting more than seven (7) consecutive calendar days, Institution may request a service credit or pro-rata fee adjustment, to be negotiated in good faith.

**(e) Termination for Extended Force Majeure.** If a Force Majeure Event prevents Provider from substantially performing its Service obligations for a period exceeding thirty (30) consecutive calendar days, either Party may terminate this Agreement without penalty by providing written notice to the other Party. In such event, Institution shall be entitled to a pro-rata refund of any prepaid fees for the

remainder of the Term. Section 5(d) (Post-Termination NASM Grace Period) shall still apply to allow Institution access to archived data for ninety (90) days.

**(f) Force Majeure Updates.** During any Force Majeure Event lasting longer than twelve (12) hours, Provider shall post status updates on a publicly accessible status page and provide direct updates to Institution's designated technical contact at minimum every twelve (12) hours. Updates shall include current status, estimated restoration time, affected services, and interim workarounds or alternative access methods if available.

**(g) No Waiver of Rights.** Invocation of Force Majeure does not waive either Party's other rights or remedies under this Agreement. Institution retains all rights to audit, access, and export its data during any Force Majeure Event affecting Provider.

## **SECTION 6. GOVERNING LAW, SOVEREIGN IMMUNITY, & INDEMNIFICATION**

### **(a) Governing Law and Jurisdiction.**

- **For Private Institutions:** If the Institution is a private entity, this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles.
- **For Public Institutions:** If the Institution is a public entity or state agency, the Parties agree that this Agreement shall be governed by the laws of the state in which the Institution is physically located. Any disputes arising hereunder shall be adjudicated in a court of competent jurisdiction within said state.

**(b) Sovereign Immunity.** Provider acknowledges and agrees that if the Institution is a public entity, the Institution does not waive, limit, or modify any sovereign immunity, constitutional immunities, or statutory protections afforded to it under applicable state law.

### **(c) Indemnification and Liability Allocations.**

- **Provider Indemnity:** Provider shall defend, indemnify, and hold harmless the Institution from and against any third-party claims, losses, or liabilities arising directly out of a verified data breach caused by Provider's gross negligence or an allegation that the core SaaS platform infringes upon a valid US patent or copyright.
- **Institution Responsibility:** To the maximum extent permitted by the laws and constitution of the Institution's home state, the Institution shall be responsible for any third-party claims, damages, or liabilities arising out of (1) the specific Academic Content, customized rubrics, or grading criteria provided to Provider, or (2) any defamatory, illegal, or copyright-infringing materials uploaded to the web forms by the Institution's authorized faculty, staff, or students.