

## Student Search Service Subscription Agreement 2022-2023

Below are the terms and conditions for your use of Student Search Service™.

By licensing College Board's Student Search Service™ ("Search"), you ("Client" or "You") accept the terms of this Student Search Service Subscription Agreement (this "Agreement"). Should You fail to comply with these requirements, College Board will terminate online access without liability. If You subscribe to Search pursuant to a separate written contract with College Board ("Enrollment Agreement"), the terms of the separate written Enrollment Agreement between College Board and You for Search supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

### Search™ Program Overview.

**Subscription.** Based on Your subscription level, College Board will provide You with the features and elements of redesigned Search, as more fully described below, subject to these operational guidelines and terms and conditions. The operational guidelines and terms and conditions for each feature and element will only apply to the extent that your subscription level includes such feature and element. After the release of the redesigned Search, which is the subject of this Agreement, College Board shall provide You with access to Search within two business days of Your Order Form being accepted by College Board. For subscriptions placed prior to the release of redesigned Search which is the subject matter of this Agreement, Search will be available to You on or about the end of September 2022. You will be notified by email when You may access Search ("Access Date")

Once You commit to a subscription level, You may only choose to add available subscription levels by signing and delivering an updated order form to College Board. You may not reduce your subscription level during the Term (as defined below).

**Training and Support.** College Board will provide training in the form of webinars and/or written documentation for new features prior to Your access to and use of these features. College Board staff will provide support at [collegeboardsearch@collegeboard.org](mailto:collegeboardsearch@collegeboard.org) Monday through Friday, between the hours of 9:00am ET and 5:00pm ET, excluding holidays and planned system maintenance days.

**Restrictions on Use.** You shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, disassemble, decompile or otherwise translate any methodologies, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing.

**User Eligibility.** You shall at all times during the term of this Agreement meet the eligibility criteria, which are currently located at <https://collegeboardsearch.collegeboard.org/pastudentsrch/support/licensing/becoming-a-user/eligibility>. College Board may conduct a review of Your eligibility for Search at any time. You agree to reasonably cooperate with College Board for such review, including promptly providing to College Board, upon its request, any related documentation. Notwithstanding the foregoing, You shall immediately inform College Board should You undergo a change relating to the basis upon which You were deemed eligible for Search, including, but not limited to, if You: (a) lose accreditation; (b) become the subject of a regulatory investigation; or (c) transition from not-for-profit to for-profit status.

**Authorized Users** shall be defined as and limited to: (a) employees of You whom You have authorized in writing to receive and use data received by You under this Agreement ('Employee User') and (b) Authorized Third Parties, which term is defined in Section 4 (Third-Party Use) below (Authorized Third Party and Employee User are each referred to as an 'Authorized User' and collectively referred to as 'Authorized Users'). You must establish a separate Search user account for each Employee User in accordance with College Board procedures, and for authorized employees of those Authorized Third Parties requiring access to the Search interface. Authorized Users are prohibited from sharing their passwords or allowing access to anyone who is not an Authorized User. You are responsible for ensuring that Authorized Users use the Search Data (as defined below) in accordance with this Agreement, and You will be liable to College Board for any misuse of the Search Data by an Authorized User. You will control the access of Your Authorized Users to Search and will immediately revoke such access if the user ceases to be employed by You or is no longer appropriately authorized to access Search.

**Restrictions on Use.** Except as and only to the extent expressly permitted in this Agreement or by applicable law, You shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, including creating browser extensions or add-ons that interact with the application, adapt, translate or create any derivative works from the website; (c) perform penetration testing or performance testing; (d) bypass system validations or restrictions, or post/share screenshots, video recordings, demos on publicly available websites and forums; (e) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (f) encourage or permit any Authorized User or other third party to engage in any of the foregoing. Any attempt to do so is a violation of rights of College Board. If You breach this restriction, You may be subject to prosecution and damages.

**Third-Party Use.** You shall not, without the College Board's written consent, provide Search Data to any third party; provided, however, You may provide Search Data and/or allow access to Search on Your behalf to certain third parties vendors, including but not limited to printing/ mailing service providers. In connection with such third parties' use of Search: (a) You and such third party will be required to sign a College Board-provided Third-Party User Agreement, which will contain terms no less restrictive than those stated or otherwise incorporated herein; and (b) upon College Board's request, You shall provide a copy of such signed agreement to College Board. A third party receiving Search Data in accordance with this Agreement shall be referred to in this Agreement as an 'Authorized Third Party.'

**Search Data Security Requirement.** You shall use commercially reasonable efforts to secure Search Data, including but not limited to: implementing industry standard security to protect the computer systems, network devices, data in transit and/or the data processed against the risk of penetration or exposure; monitoring all service, equipment, and communication links for security breaches, violations and suspicious activity regarding Search Data; and immediately informing College Board of any incident involving the loss, compromise, suspected compromise, or unauthorized disclosure of Search Data. Such notification shall include but not be limited to: the nature of the incident, Search Data disclosed, the entity that received the unauthorized disclosure, the steps taken by You to mitigate the impact of the incident, and corrective actions that You have taken or plans to take to prevent any future similar incidents.

Additionally, You shall promptly respond to any reasonable request for information from College Board related to Your data security policies and practices; and in the event of an actual or suspected data security breach, You agree to grant access to independent third parties engaged by College Board to review the incident and/or Your data security policies and controls.

**Hosting.** You will access Search Data via College Board's website. You understand and agree that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to You to the extent necessary to address our technical and other business needs.

**Term.** Your right to order under this Agreement commences on the Access Date and expires on August 31, 2023 ('Ordering Termination Date'), unless terminated earlier in accordance with this Agreement. Following the Ordering Termination Date, You may continue to use previously downloaded Search Data subject to Section 2 (Use of Search Data) below, and this Agreement will terminate in its entirety at the point in which You have purged and destroyed all downloaded Search Data in accordance with Section 2.

**Termination.** College Board may terminate this Agreement upon written notice to You in the event that: (a) You breach the terms of this Agreement, which includes timely payment of all invoices; (b) College Board determines, in its sole discretion, that You are no longer eligible to use Search; or (c) College Board has a reasonable basis to question Your use of Search Data, the alignment of Your mission with the mission of the Search or the security environment surrounding Search Data. Upon termination or expiration of this Agreement, You will no longer have access to Search and may only continue to use downloaded Search Data for the period set forth in Section 2 below. College Board will not issue any refund if you cancel your subscription prior to the Ordering Termination Date.

As part of Search, College Board will provide You with data records (“Search Data”) containing the following data elements, when available from a student and if part of your annual subscription to Search:

- Name
- Address
- EPS Market Code
- Gender
- Date of Birth
- Student Search Service Unique Identifier
- High School Code or Home-schooled indicator
- Intended college major(s)<sup>1</sup>
- AP<sup>®</sup> Examination Codes (up to 10)<sup>2</sup>
- Graduation Year
- Ethnic Indicator
- Email Address (if provided by student)
- High School Grade Point Average
- Geomarket Code
- High School Cluster
- Educational Neighborhood Cluster
- Recognition Program Indicators<sup>3</sup>
- First Generation Indicator
- Project Lead the Way Indicator
- Interest in My College Flag and Interest in My Peer Group Flags<sup>4</sup>
- Parent Contact<sup>4</sup>
- Landscape Score Context Indicator<sup>4</sup>
- Segment Analysis Service<sup>4</sup>
- Student Plans and Preferences<sup>4</sup>

1 Available for students who have taken the SAT<sup>®</sup>, PSAT/NMSQT<sup>®</sup> or PSAT<sup>™</sup>10 or provided this data online to College Board..

2 Available for students who have taken one or more AP exams.

3 Available programs can be found here (<https://collegereadiness.collegeboard.org/psat-nmsqt-psat-10/scholarships-and-recognition/recognition-programs>).

4 If You receive this information based on the subscription level You have selected and its related components, then this information shall be considered Search Data and shall be subject to the terms and conditions of this Agreement.

Search Data furnished will be based on selection criteria You specify, about students who have opted in to share such information with colleges and universities, scholarship and other educational opportunity organizations. Search Data does not include individual student scores.

**1. Ownership & License of Search Data.** Search Data is, and at all times will remain, the sole property of College Board. College Board retains all right, title and interest in and to Search Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein). Pursuant to the terms and conditions contained in this Agreement, College Board hereby grants to You a non-exclusive, limited, non-transferable, revocable license to use the Search Data solely as set forth in Section 2 (Use of Data) below.

**2. User of Search Data.** (a) You (including Authorized Users) shall use Search Data solely for the purpose of student recruitment and enrollment management in connection with educational or scholarship programs that You offer, and consistent with the terms of: (i) the Authorized Usage section of the College Board Search Support Section, currently located at : <https://collegeboardsearch.collegeboard.org/pastudentsrch/support/licensing/becoming-a-user/usage-policies> and (ii) the College Board’s publication entitled, ‘On the Uses of College Board Test Scores & Related Data’ (‘Use of Test Scores Guide’), currently located at <http://research.collegeboard.org/>.

(b) Additionally, You agree not to use Search Data to: (i) make or influence individual admissions decisions, (ii) promote or offer test preparation products and services You or a third party provide, (iii) survey students or potential applicants and/or (iv) discriminate against potential applicants on the basis of race, creed, national origin, ethnicity, age, sex, and socioeconomic background.

**(c) Upon the earlier of (i) Your completion of use of each Search Data file downloaded or (ii) five (5) years from the date of each Search Data file download, You shall purge the applicable Search Data from your systems and destroy all copies of the same.** You will, upon the request of College Board, provide to College Board a certification, signed by Your authorized officer, attesting to the accomplishment of the foregoing.

**3. Interest in My College (IMC)/Interest in My Peer (IMP).** IMC offers institutions supplemental information to aid in recruitment efforts by enabling You to identify students who have expressed an “interest” in Your institution, as defined by the inclusion of such institution on a student’s college list created in College Board’s BigFuture college planning website (the “IMC List”). IMP offers institutions further supplemental information by enabling You to identify students who have expressed an “interest” in one of Your peer institutions, as defined by the inclusion of such peer institution on a student’s college list created in College Board’s BigFuture college planning website (the “IMP List”).

(a) Definitions. The following definitions shall apply to IMC and IMP.

- i. Search Participants. Students who have opted into Search and whose records are licensed pursuant to this Agreement.
- ii. IMC Students. Search Participants who have a saved college list (with one or more colleges) in College Board’s BigFuture college planning website. For purposes of IMC, IMC Students are designated as having an “interest” in each institution on their IMC List.
- iii. IMP Students. Search Participants who have a saved college list (with one or more colleges) in College Board’s BigFuture college planning website. For purposes of IMP, IMP students are designated as having an interest in each institution on their IMP List.
- iv. IMC Pool. An IMC Pool is composed of all IMC Students who have Your institution on their IMC List, indicating that the student has an interest in You at the time You create an order to license data pursuant to this Agreement.
- v. IMP Pool. An IMP Pool is composed of all IMP Students who have a peer institution of You on their IMP List, indicating that the student has an interest in a peer of Yours at the time You create an order to license data pursuant to this Agreement.

(b) For purposes of IMC and IMP:

- i. Your Search order may not include Your complete IMC Pool or IMP Pool. Your Search order will only contain records for those students in Your IMC Pool or IMP Pool who meet the selected criteria for that order. For the sake of clarity, You may receive Your entire IMC Pool or IMP Pool if that is the sole criterion selected in Search when creating a data file.
- ii. Students in Your IMC Pool will be identified by a flag (the “IMC Flag”) on data files of the Search order. For the sake of clarity, if a student is on Your data file because the student meets the selected criteria, and this student is part of Your IMC Pool, the IMC Flag will be indicated. Similarly, students in Your IMP Pool will be identified by a flag (the “IMP Flag”) on data files of the Search order. For the sake of clarity, if a student is on Your data file because the student meets the selected criteria, and this student is part of Your IMP Pool, the IMP Flag will be checked. College Board will not reveal which institution(s) from your Peer List was included on a student’s IMP List.
- iii. You agree and understand that Search Participants, including IMC Students or IMP Students, may change at any time. Students may change their IMC List or IMP List at any time or delete their IMC List or IMP List at any time.
- iv. You agree and understand that each IMC Pool and each IMP Pool contains the most recent information College Board maintains at the time the Search record is created. College Board cannot guarantee that such record reflects the most current student information.
- v. You shall advise which institutions represents Your peer institutions by uploading a designated number of institutions in Search. You may create up to 5 lists of peers comprised of a minimum of 5 and maximum of 20 peer institutions each (each a “Peer List” and collectively the “Peer Lists”). Once a Peer List is created, it may not be edited. When creating an order to license data, You may select one or more Peer Lists to filter against for each order. College Board shall have discretion to remove an institution if such institution is not reasonably considered a peer institution as set forth in

publicly available recruitment and admissions information or, in the cases of scholarship and educational opportunity providers, is not reasonably relevant to the programs offered.

vi. For purposes of this Agreement, IMC Pool and IMP Pool data are subject to all the terms and conditions of the Search Terms hereof.

4. **Parent Contact.** Parent Contact offers You supplemental information to aid in recruitment efforts by receiving contact information for a parent or guardian, as supplied by a student. You will be able to select “Parent Contact” as a filter. The contact information may include first name, last name and email address for such parent or guardian (the “Parent Data”). For purposes of this Agreement, Parent Data shall be subject to all the terms and conditions of the Search Terms hereof.

(a) You agree and understand that Parent Data contains the most recent information College Board maintains at the time the Search record is created. College Board cannot guarantee that such record reflects the most current parent information.

(b) You agree and understand that Parent Data will not be verified by College Board and College Board offers no guarantee that the information is correct.

(c) You agree that any outreach using Parent Data shall be subject to the usage policies set forth for all Search Data.

5. **Landscape® Context.** Landscape Context offers You information on “Neighborhood Challenge” to search for students who live in environments where they may have been subject to increased levels of educational challenges. Additionally, You can Search on “SAT Scores in Context” to select students that have a SAT score that is relatively higher than their peers attending the same high school. This information will also be available on Your output file.

(a) In connection with Search, You shall receive contextual data for U.S. students, including school and neighborhood environments, for each student record received through the Search solely for Your internal enrollment management and student support purposes (the “Landscape Data”).

(b) Landscape Data shall be considered Search Data and subject to all the terms and conditions of this Agreement.

#### 6. **Living Record.**

(a) Scope. Living Record is an add-on to Search that offers You additional information to aid in recruitment efforts. Living Record allows You to obtain updated information on Search Data previously received from a Search.

(b) Living Record data shall be considered Search Data and subject to all the terms and conditions of this Agreement.

7. **Student Plans and Preferences.** Student Plans and Preferences allow You to select students for licensing based on information shared with College Board about their college plans and preferences as well as high school courses and activities. Student Plans and Preferences shall be considered Search Data and subject to all the terms and conditions of this Agreement.

8. **Search Optimization Service.** Search Optimization Services provides You access to the professional services of the team of College Board Search consultants. These consultants can provide you with support options such as order audits, advanced feature guidance and custom reporting. The Search Optimization Service is presented “as is”.

9. **Additional User Requirements.** In addition to the terms stated herein, You shall comply with the requirements, policies and data usage agreement currently set forth at

<https://collegeboardsearch.collegeboard.org/pastudentsrch/support/licensing/becoming-a-user/usage-policies>. If there is a conflict between the terms of such policies and the terms of this Agreement, then the terms of this Agreement shall prevail.

## **Segment Analysis Service™ (SAS)**

To assist You with recruitment, admissions and retention, SAS matches student address and high school information to unique geodemographic neighborhood and high school clusters and descriptive indicators (also known as ‘Factor Scores’) based on information from College Board data and the U. S. Census.

**Historical Analysis.** College Board will tag, analyze, and report on an historical electronic data file of student records provided by You for up to three recent incoming classes (prospects through matriculants). You will provide to College Board the street address, zip code, high school code, and as applicable student status and entry of students in the appropriate format specified by College Board.

**Cluster Taggings.** Tagging (i.e. the appending of geodemographic cluster codes to student records in a data file that contains the required data elements and provision of Supplemental Factor Score File (as defined below)) of Client Data (as defined below) is done at Your discretion via the self-service tagging function in Search and/or via electronic file transfers. Cluster codes (each two-character, numeric) representing educational neighborhoods and high school clusters will be appended by College Board to student records that contain required data elements: a deliverable home address and a valid United States high school code. You may tag an unlimited number of files and will receive individual cluster factor scores with all output files.

**Cluster Updates.** College Board will provide You with current profiles of each educational neighborhood and high school cluster throughout the Term of this Agreement. You understand that cluster profiles will not necessarily change from year to year.

**Search Geodemographic Selection Criteria and Data Output Taggings.** You may include geodemographic clusters among Search selection criteria. Cluster codes (each two-character, numeric) representing educational neighborhoods and high school cluster will be appended by College Board to student records that contain required data elements: a deliverable home address and a valid United States high school code. You will receive taggings within data output files for each Search order placed. In addition, College Board will provide a supplementary file of records appended with descriptive indicators (‘Supplemental Factor Score File’).

College Board SAS Data including Cluster Taggings, Cluster Updates and Supplemental Factor Score Files shall be subject to all of the Search terms and conditions hereof.

### **1. Definitions.**

The following definitions shall apply to SAS.

- (a) Client Data. ‘Client Data’ means all student data furnished by You to College Board in connection with SAS.
- (b) College Board SAS Data. ‘College Board SAS Data’ means the data furnished to by College Board to You as a part of the Services (as defined below), which include without limitation data taggings (cluster codes and Factor Scores) and cluster descriptions.
- (c) Services. ‘Services’ means, individually and collectively, College Board’s Historical Analysis, Cluster Taggings, Cluster Updates and Search Geodemographic Selection Criteria and Data Output Taggings, including reports and information provided by College Board to You.

### **2. Ownership & License of SAS Data.**

- (a) Client Data shall remain Your property and shall be considered confidential or proprietary. You hereby grant College Board a non-exclusive, limited license to use Client Data and any information prepared or furnished by You solely in connection with College Board furnishing the Services.
- (b) College Board SAS Data is, and at all times will remain, the sole property of College Board. College Board retains all right, title and interest in and to College Board SAS Data, and all copies thereof.
- (c) You shall comply with College Board’s guidelines currently published ‘On the Uses of the College Board Test Scores’ and ‘For The Release of Data’ found at <http://research.collegeboard.org/data>.

(d) **Client Warranty.** You represent and warrant that You have the right to disclose Client Data and/or all information transmitted by You to College Board and, where third party information is being provided by You to College Board, You have obtained all licenses and approvals as may be required for College Board to use such information for the Services in the manner and to the full extent contemplated under this Agreement.

### **Enrollment Planning Service™ (EPS)**

1. **Enrollment Planning Service.** Enrollment Planning Service provides web-based geodemographic analysis and data reporting from multiple College Board data sources, as well as specific reports for You on student markets, Your position in those markets, and Your competition. EPS includes market-specific information about Client SAT score senders; projections of high school graduates by state and geomarket; the ability to query on and display information on current class year plus past graduating classes (collectively, ‘EPS Data’).

EPS Data is, and at all times will remain, the sole property of the College Board. College Board retains all right, title and interest in and to EPS Data, and all copies thereof.

EPS Data shall be subject to all of the Search terms hereof.

### **GENERAL TERMS**

**General Disclaimer.** COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability; Indemnity.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS’ AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS’ AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY.

TO THE EXTENT ALLOWED BY LAW, YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY YOU.

**Ownership of Intellectual Property.** You agree and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to You.

**Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential (“Confidential Information”), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party’s Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential

Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after receipt.

**Force Majeure.** Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

**Integration.** This Agreement constitutes the entire agreement between College Board and You, and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind for redesigned Search that is the subject matter of this Agreement for Your annual subscription, including any Client purchase order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future.

**Payment.** This Agreement supersedes all conflicting terms and conditions contained in any purchase order You submit in connection with this Agreement. College Board agrees to accept such purchase order solely for Your convenience without giving effect to its terms and conditions.

You agree to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless You are exempt from such taxes as the result of Your corporate or government status. You shall furnish College Board with a valid tax exemption certificate.