

College Board Terms and Conditions

1. **General.** You (“Client” or “You”) understand and agree you are subject to the terms and conditions currently located at www.collegeboard.org/site-terms and the terms and conditions in this agreement (this “Agreement”). By using College Board Search and its associated data, You accept the terms of this Agreement and any supplemental terms and conditions for the services which You use on this site. Should You fail to comply with these requirements, the College Board will terminate Client’s online access without liability. In the event of a discrepancy between the provisions set forth below and the provisions set forth in the terms and conditions currently located at www.collegeboard.org/site-terms or the supplemental terms and conditions for the services which You use on this site, the provisions of the supplemental terms and conditions for the services, as applicable, shall govern. If You subscribe to any College Board Search Service pursuant to a separate written contract with the College Board (“College Board Enrollment Agreement”), the terms of the College Board Enrollment Agreement supersede the terms contained herein to the extent they conflict with any terms in this Agreement. All software and/or data licensed and/or services provided covered under this Agreement shall be collectively referred to as “Deliverables”.
2. **AUTHORIZED USERS.** “Authorized Users” shall be defined as, and limited to, employees, agents, contractors and consultants to Client, including branch campuses or members of Client’s college or university system, who have been designated by Client as authorized users of the Deliverables and for whom Client has paid all applicable fees for use of the Deliverables. Notwithstanding the foregoing, Client shall obtain the College Board’s written consent with regard to use of the Deliverables by users other than employees. Such consent shall not be unreasonably withheld. Client will control the access of Client’s Authorized Users to the College Board Search Service and will immediately revoke such access if the user ceases to be employed by Client or is no longer appropriately authorized to access the College Board Search Service.
3. **Fees.** Client shall pay all fees in accordance with the applicable Deliverable. Client agrees to receive any software or data licensed as part of any Deliverable solely by electronic delivery and that such license does not include the delivery of any tangible personal property.
4. **REQUIRED AUTHORIZATION.** You represent and warrant that you have obtained any consent that You require from your management, your board of directors and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.
5. **GENERAL DISCLAIMER.** THE COLLEGE BOARD AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE COLLEGE BOARD DOES NOT REPRESENT OR WARRANT TO YOU THAT YOUR USE OF THE DATA WILL MEET YOUR REQUIREMENTS.
6. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY (INCLUDING CLAIMS UNDER CONTRACT, TORT, OR STRICT LIABILITY), NOR LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE COLLEGE BOARD KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

In no event will the maximum liability against the College Board exceed the amount of fees paid by Client to the College Board under this Agreement.

Some state laws do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so portions of this Paragraph may not apply to the rights granted hereunder. To the extent permitted by law, Client will indemnify, hold harmless and defend the College Board from and against all liabilities, demands, claims, and fines, including reasonable attorneys’ fees and other costs and expenses of defense and settlement, which the College Board may incur as a result of damages claimed by third parties in connection with this Agreement (collectively, “Damages”) provided, however, that Client will not be obligated to indemnify the College Board to the extent Damages are caused directly by the gross negligence or willful misconduct of the College Board.

7. **CONFIDENTIAL AND PROPRIETARY INFORMATION.**

- a. As part of providing the data and services, the College Board may from time-to-time provide Client with information or materials considered by the College Board to be confidential and proprietary. Client will not, to the extent allowed by law, during the term of the Agreement or thereafter, without prior approval, disclose or make known to anyone not an employee, agent, subcontractor or consultant of Client or designated by the College Board to receive such information, any of the College Board's confidential or proprietary information or materials.
- b. The College Board will not, during the term of the Agreement or thereafter, without prior approval, disclose or make known to anyone not an employee agent, subcontractor or consultant of College Board or designated by Client to receive such information, any of Client's confidential or proprietary information or materials which are designated as such to the College Board in writing, or any part thereof, which the College Board may learn or be exposed to during the terms of this Agreement. Notwithstanding the foregoing, the College Board and Client agree that student and prospective student data are confidential, regardless of whether it is designated as confidential in writing.
- c. The obligations of the receiving party under this Agreement with respect to the protection of confidential information shall not extend to any information which: 1) is already known to the receiving party or independently developed by it; 2) is publicly available or becomes publicly available through no fault of the receiving party; 3) is received by the receiving party without restriction from a third party not under an obligation of confidentiality to the disclosing party; 4) is furnished by the disclosing party to a third party without a similar restriction of the third party's rights; 5) is not designated as being confidential or proprietary by the disclosing party in accordance with this section; or 6) is disclosed by the receiving party pursuant to any judicial or governmental requirement or order, provided that the receiving party takes reasonable steps to give the disclosing party sufficient prior notice in order for the disclosing party to contest such requirement or order. This Section 5(c) shall not apply to student and prospective student data.

8. **TERMINATION.**

- a. **Termination.** The College Board may terminate this Agreement upon written notice to Client in the event Client breaches or fails to comply with any term or condition of this Agreement (including but not limited to any failure by Client to make payments when due).
- b. **Rights After Termination.** Upon termination or expiration of a Schedule, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content and materials from Client's computer systems, storage media and files and all copies thereof, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control.
- c. **Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

9. **MISCELLANEOUS.**

- a. **Force Majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by acts of God, acts of war, terrorism, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, strike or labor dispute, or similar acts, events or omissions, provided that any such delay is beyond the control of, and could not reasonably be avoided by, such party.
- b. **Complete Agreement; Governing Law**

This Agreement constitutes the entire understanding between the College Board and Client with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations or offers between the College Board

and Client. Any modification or amendment of the terms of this Agreement shall not be binding upon either party unless such modification or amendment is in writing signed by both parties. This Agreement shall be construed under the laws of the State of New York. In the event that any provision of this Agreement is deemed invalid or unenforceable, the other provisions of this Agreement shall continue in full force and effect.

- c. **Survival.** The provisions within this Agreement pertaining to fees, payment schedule, ownership of software and data, license of software and data, intellectual property, limitation of liability, confidential and proprietary information, and term and termination shall survive the termination or expiration of this Agreement.
- d. **Third Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.
- e. **PO TERMS.** This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order to the College Board.

Student Search Service® Schedule

As part of Student Search Service the College Board will provide Client with data records ("Data") containing the following data elements, when available:

- Name
- Address
- EPS Market Code
- Gender
- Date of Birth
- Student Search Service Unique Identifier
- High School Code
- Intended college major(s)⁽¹⁾
- AP Examination⁽²⁾ and SAT Subject Test⁽³⁾ Codes (up to 10)
- Graduation Year
- Ethnic Indicator
- Email Address (if provided by student)
- Examination Score Bands
- Geomarket Code
- Homeschooled Indicator
- High School Cluster⁽⁴⁾
- Educational Neighborhood Cluster⁽⁴⁾
- Low Socio-Economic Status Indicator⁽⁵⁾

¹ Available for students who have taken the SAT or PSAT/NMSQT

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

³ Available for students who have taken one or more SAT Subject Tests

⁴ Available only for clients who subscribe to Segment Analysis Service

⁵ Available in the Student Search Service output file solely when used as a search criteria

Data furnished will be based on selection criteria Client specifies, about students who have taken certain College Board assessments and opted in to share such information with colleges and universities, scholarship and other educational opportunity organizations. The Data does not include individual student scores.

Training and Support. Additional information and training documentation is currently available at <https://collegeboardsearch.collegeboard.org/pastudentsrch/support/licensing/becoming-a-user/eligibility>. Client may obtain user

support for the Service by contacting the College Board's user support staff by either calling the College Board's toll-free telephone number or via electronic mail. Hours of support are 9:00 am – 5:00 pm Eastern Time Monday through Friday, excluding College Board holidays and other times for system maintenance.

Supplemental Terms and Conditions – Student Search Service

1. **OWNERSHIP AND LICENSE OF DATA.** The Data is, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the 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 Schedule for Student Search Service, the College Board hereby grants to Client a non-exclusive, limited, non-transferable, revocable, license to use the Data solely for the Permitted Use, as such term is defined in Section 4 of this Schedule
2. **USER ELIGIBILITY:** Client represents and warrants that Client meets, and at all times during the term of this Schedule will meet, the eligibility criteria, which are currently located at <https://collegeboardsearch.collegeboard.org/pastudentsrch/support/licensing/becoming-a-user/eligibility>. The College Board may conduct a review of Client's eligibility for Student Search Service at any time. Client agrees to reasonably cooperate with the College Board with regard to such review, including promptly providing to the College Board, upon its request, any related documentation. Notwithstanding the foregoing, Client shall immediately inform the College Board should Client undergo a change relating to the basis upon which Client was deemed eligible for Student Search Service, including, but not limited to, if Client: (i) loses its accreditation; (ii) becomes the subject of a regulatory investigation; or (iii) transitions from not-for-profit to for-profit status.
3. **AUTHORIZED USERS** shall be defined as, and limited to: (i) employees of Client whom Client has authorized in writing to receive and use the Data in accordance with this Schedule ("Employee User") and (ii) Authorized Third Parties, which term is defined in Section 6 of this Schedule (Authorized User and Employee User are collectively referred to as "Authorized User"). Client must establish a separate Student Search Service 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 Student Search Service interface. Client is responsible for ensuring that Authorized Users use the Data in accordance with this Schedule, and Client will be liable to the College Board for any misuse of the Data by an Authorized User. Client will control the access of Client's Authorized Users to the Student Search Service and will immediately revoke such access if the user ceases to be employed by Client or is no longer appropriately authorized to access the Student Search Service.
4. **USE OF THE DATA.** (a) Client (including for this Section Authorized Users) shall use the Data solely for the purpose of student recruitment and enrollment management in connection with educational or scholarship programs that Client offers, 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/data> ("Permitted Use").

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

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

(d) Additional Data – Socio Economic Data. As part of Student Search Service, Clients may have access to Data which provides information on the socio economic status of students. This Socio Economic Data is subject to all terms and conditions herein.

Client agrees that it will only use Socioeconomic Data to (i) identify and recruit students of low socioeconomic status background in furtherance of Client's goal of attaining a diverse student body and/or (ii) identify and communicate with

students who, based on the Data provided by the Student Search Service, appear to be eligible for a scholarship or program Client offers, and (iii) only use Socioeconomic Data in compliance with all applicable Federal, State and local laws and regulations governing the use of such Data. Client will not use the College Board Student Search Service Data to discriminate against potential applicants on the basis of race, color, creed, national origin, age, sex, and socioeconomic background. Using the Student Search Service signifies that you have read and understood and agreed to abide by the foregoing in this Schedule, and have ensured that each Authorized User has also read, understood and agreed to so abide.

5. **RESTRICTIONS ON USE.** Except as and only to the extent expressly permitted in this Schedule or by applicable law, Client shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code, data layouts, algorithms and/or formulas of, decrypt, modify, or create derivative works of Student Search Service, system updates or any part thereof. Any attempt to do so is a violation of rights of the College Board. If Client breaches this restriction, Client may be subject to prosecution and damages.
6. **THIRD-PARTY USE.** Client shall not, without the College Board's written consent, provide the Data to any third party, including but not limited to printing/ mailing service providers. In the event that Client receives such consent: (i) Client 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 (ii) upon the College Board's request, Client shall provide a copy of such signed agreement to the College Board. A third party receiving the Data in accordance with this Schedule shall be referred to in this Agreement as an "Authorized Third Party."
7. **DATA SECURITY REQUIREMENTS.** Client shall use commercially reasonable efforts to secure the Data, including but not limited to:
 - a. 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.
 - b. Monitoring all service, equipment, and communication links for security breaches, violations and suspicious activity regarding Data.
 - c. Immediately informing the College Board of any incident involving the loss, compromise, suspected compromise, or unauthorized disclosure of the Data. Such notification shall include but not be limited to: (i) the nature of the incident, (ii) the Data disclosed, (iii) the entity that received the unauthorized disclosure, (iv) the steps taken by Client to mitigate the impact of the incident, and (v) corrective actions that Client has taken or plans to take to prevent any future similar incidents.

Additionally, Client shall promptly respond to any reasonable request for information from the College Board related to Client's data security policies and practices; and in the event of an actual or suspected data security breach, Client agree to grant access to independent third parties engaged by the College Board to review the incident and/or Client's data security policies and controls.
8. **HOSTING.** Client will access the data via the College Board's website. Client understands and agrees 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. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.
9. **ADDITIONAL USER REQUIREMENTS.** In addition to the terms stated herein, Client shall comply with the requirements, policies and data usage agreement currently set forth at <https://collegeboardsearch.collegeboard.org/paststudentsrch/support/licensing/becoming-a-user/usage-policies>. If there is a conflict between the terms of such policies and the terms of this Schedule, then the terms of this Schedule shall prevail.
10. **RIGHTS UPON TERMINATION.** Client may continue to use previously downloaded Data subject to 4(c), and this Schedule will terminate in its entirety at the point in which Client has purged and destroyed all downloaded Data in accordance with Section 4(c).

11. **TERMINATION.** In addition to the rights provided above, the College Board may terminate this Schedule upon written notice to Client in the event that: (i) Client breaches the terms of this Schedule, which includes timely payment of all invoices (ii) the College Board determines, in its sole discretion, that Client is no longer eligible to use Student Search Service; or (iii) the College Board has a reasonable basis to question Client's use of the Data, the alignment of the mission of Client with the mission of the Student Search Service or the security environment surrounding the Data. Additionally, if Client initiates or participates in any legal proceeding against the College Board, the College Board, in its sole discretion, may suspend or terminate all rights, including the right to use the Data during the course of such legal proceedings.

Record Update for Student Search Service®

Record Update is an add-on to Student Search Service that offers Clients additional information to aid in their recruitment efforts. Record Update allows Clients to obtain updated information on Data previously received from a Student Search Service order, as well as to obtain information, to the extent it exists in the Student Search Service database, on records from sources other than the College Board's Student Search Service. Use of Record Update requires additional fees.

Supplemental Terms and Conditions – Record Update for Student Search Service

1. The terms and conditions of Student Search Service agreed upon by Client shall apply to Client's license of data from Student Search Service hereunder, except that the term for Record Update shall begin on the date Client places an order for Record Update and thereafter run coterminous with the Student Search Service Schedule agreed upon by the parties.
2. **DEFINITIONS.** The following definition shall apply to Record Update.
 - a. **Data.** "Data" shall have the meaning ascribed to it in the Student Search Service terms and conditions. Data does not contain any social security numbers.
 - b. **Non-CB Data.** "Non-CB Data" shall mean all student data furnished by Client to the College Board under this Schedule except Data. For the sake of clarity, Non-CB Data contains student records that Client has in its database and that was not received from Student Search Service. Non-CB Data may not contain any social security number.
3. **OWNERSHIP AND LICENSE OF NON-CB DATA.**
 - a. Non-CB Data shall remain the property of Client and shall be considered confidential or proprietary, as defined herein. Client hereby grants the College Board a non-exclusive, limited license to use Non-CB Data and any information prepared or furnished by Client solely in connection with the College Board furnishing Record Update.
 - b. **Client Representations and Warranties.** Client represents and warrants that it has the right to disclose Non-CB Data and/or all information transmitted by Client to College Board (including the records of any student not in the United States) and, where third party information is being provided to College Board, it has obtained all licenses and approvals as may be required for College Board to use such information in the manner and to the full extent contemplated herein. Client represents and warrants that it shall not provide any social security numbers to the College Board in Non-CB Data.
4. **PROCESS**
 - a. Client shall upload Data to College Board Search in the format prescribed. The College Board will match the Data against the Student Search Service database and provide a file with updated records on the Data submitted, provided that the College Board is able to match with sufficient certainty the student profile. Client shall provide the College Board with required information so that the College Board may match the information against the Student Search Service database with sufficient certainty.
 - b. Client shall upload Non-CB Data to College Board Search in the format prescribed; provided, however, Client has the requisite authority to share such records with the College Board as set forth above. Non-CB Data must have sufficient information for the College Board to distinctly match a Student Search Service record.
 - c. This download will be available to Client in the same manner as an order placed with Student Search Service and will include updated information on the matched Data as well as a student record, to the extent available, on Non-CB Data. All

Non-CB Data that is matched and generates a student record in this download will be subject to the terms and conditions of Student Search Service. For the avoidance of doubt, all matched Non-CB Data shall become Data, as defined herein.

- d. The College Board shall not provide additional updates or information unless and until Client submits a new Record Update request, which will be subject to the Record Update fees.
- e. Client shall solely pay for records which have been matched in the Student Search Service database and for which the College Board will provide a record update.
- f. Notwithstanding anything herein to the contrary, the College Board will not provide any update for any Data where the student has opted out of Student Search Service since his/her record was made available to Client and/or when it is beyond a student's expected graduation year. Client agrees and understands that Record Update contains the most recent information the College Board maintains for such record. The College Board cannot guarantee that such record reflects the most current student information.

Enrollment Planning Service™ Schedule

Enrollment Planning Service™ Unlimited

Enrollment Planning Service™ provides web-based geodemographic analysis and data reporting from multiple College Board data sources, as well as client-specific reports on student markets, an institution's position in those markets, and an institution's competition. Enrollment Planning Service Unlimited 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 five past and three future graduating classes ("College Board Data").

Training and Support. A user guide for all functionality relevant to Enrollment Planning Service Unlimited is available on the College Board Search web site 24/7, currently located at <https://collegeboardsearch.collegeboard.org/pastudentsrch/support/training>. Hours of support are 9:00 am – 5:00 pm Eastern Time Monday through Friday, excluding College Board holidays and other times for system maintenance. In person and/or electronic opportunities for training will be announced and offered periodically throughout the year.

Enrollment Planning Service™ Lite

Enrollment Planning Service™ provides web-based geodemographic analysis and data reporting from multiple College Board data sources, as well as Client-specific reports on student markets, an institution's position in those markets, and an institution's competition. Enrollment Planning Service Lite includes: market-specific information about client SAT score senders; projections of high school graduates by state and geomarket; and the ability to query and display information on current class year plus the most recent and three future graduating classes ("College Board Data").

Training and Support. A user guide for all functionality relevant to Enrollment Planning Service Lite is available on the College Board Search web site 24/7, currently located at <https://collegeboardsearch.collegeboard.org/pastudentsrch/support/training>. Hours of support are 9:00 am – 5:00 pm Eastern Time Monday through Friday, excluding College Board holidays and other times for system maintenance. In person and/or electronic opportunities for training will be announced and offered periodically throughout the year.

Supplemental Terms and Conditions – Enrollment Planning Service™ Unlimited and Lite

1. OWNERSHIP AND LICENSE OF DATA.

Pursuant to the terms and conditions contained in this Schedule, the College Board hereby grants to Client a non-exclusive, limited, non-transferable (except as indicated otherwise in Section 3 of this Schedule), revocable, license to use the College Board Data (as such term is defined above for Enrollment Planning Service) solely for the Permitted Use, as such term is defined in Section 5 of this Schedule.

College Board Data is, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).

2. **USER ELIGIBILITY.** Client represents and warrants that Client meets, and at all times during the term of this Schedule will meet, the eligibility criteria, which are currently located at <https://collegeboardsearch.collegeboard.org/paststudentsrch/support/licensing/becoming-a-user/eligibility>. The College Board may conduct a review of Client's eligibility for Enrollment Planning Service at any time. Client agrees to reasonably cooperate with the College Board with regard to such reviews, including promptly providing to the College Board, upon its request, any related documentation. Notwithstanding the foregoing, Client shall immediately inform the College Board should Client undergo a change relating to the basis upon which Client was deemed eligible for Enrollment Planning Service, or if Client: (i) loses its accreditation; (ii) becomes the subject of a regulatory investigation; or (iii) transitions from not-for-profit to for-profit status.
3. **AUTHORIZED USERS** shall be defined as, and limited to: (i) employees of Client's organization whom Client has authorized in writing to receive and use the College Board Data in accordance with this Schedule ("Employee User") and (ii) Third Parties for whom Client has consented in writing to access the College Board Data ("Authorized Third Parties"), and with Employee User, collectively "Authorized Users"). Client must establish a separate Enrollment Planning Service 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 Enrollment Planning Service interface. Client is responsible for ensuring that Authorized Users use the College Board Data in accordance with this Schedule, and Client will be liable to the College Board for any misuse of the College Board Data by an Authorized User. Client will control the access of Client's Authorized Users to the Enrollment Planning Service and will immediately revoke such access if the user ceases to be employed by Client or is no longer appropriately authorized to access the Enrollment Planning Service
4. **USE OF THE DATA.** Client (and Authorized Users) shall use the College Board Data solely for the purpose of analyzing the student marketplace and Client's institution's position within such marketplace ("Permitted Use"). Client agrees not to copy, publish, release, use, lend, sell, rent or otherwise make available this information to any other institution, organization, or individual without the written consent of the College Board. It is understood that any inappropriate or secondary use of College Board Data is prohibited, and violations of this Schedule will lead to cancellation of future service and Client will be subject to legal action to the fullest extent of the law. This Schedule permits Client's organization to use the College Board Data and reports provided, consistent with guidelines set forth in agreements between students, high schools, colleges and universities, and the College Board. Client shall adhere to generally accepted ethical standards for student recruitment.

Additionally, Client agrees that it will not use the College Board Data to: (i) make or influence individual admissions decisions, and (ii) discriminate against potential applicants on the basis of race, color, creed, national origin, age, sex, and socioeconomic background. Nothing in this Schedule, however, shall prevent Client's organization from using data and reports provided by Enrollment Planning Service in connection with a valid affirmative action program that takes such characteristics into account in furtherance of the permissible goal of attaining a diverse student body.

Client shall ensure that each Authorized User reads and agrees to comply with the terms herein.
5. Client shall comply with College Board's guidelines "'On the Uses of College Board Test Scores & Related Data'" and "'For the Release of Data'" currently found at <http://research.collegeboard.org/data>.
6. **HOSTING.** Client will access Enrollment Planning Service via College Board Search, a College Board-hosted website. Client understands and agrees 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. The College Board may change the technical functionality of the website at any time to the extent necessary to address technical and other business needs of the College Board.
7. **RESTRICTIONS ON USE.** Except as and only to the extent expressly permitted in this Schedule or by applicable law, Client shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code, data layouts, algorithms, formulae, decrypt, modify, or create derivative works of Enrollment Planning Service, system updates or any part thereof. Any attempt to do so is a violation of rights of the College Board. If Client breaches this restriction, Client may be subject to prosecution and damages.

8. **TERMINATION:** In addition to the rights provided above, the College Board may terminate this Schedule upon written notice to Client in the event that: (i) Client breaches the terms of this Schedule, which includes timely payment of all invoices or (ii) the College Board determines, in its sole discretion, that Client is no longer eligible to use Enrollment Planning Service; or (iii) the College Board has a reasonable basis to question Client or an Authorized Third Party's use of the College Board Data. Additionally, if Client initiates or participates in any legal proceeding against the College Board, the College Board, in its sole discretion, may suspend or terminate all rights, including the right to use the College Board Data during the course of such legal proceedings.

Segment Analysis Service™ Schedule

Segment Analysis Service™ Unlimited:

To assist Client with recruitment, admissions and retention, Segment Analysis Service™ 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.

Client Data. Client will provide to the College Board the street address, zip code and high school code of students in the appropriate format specified by the College Board.

Historical Analysis. Upon commencement of the service, the College Board will tag, analyze, and report on an historical electronic data file of student records provided by Client for up to three recent incoming classes (prospects through matriculants). Cluster codes (each two-character, numeric) representing educational neighborhoods and high school clusters will be appended by the College Board to student records that contain required data elements: a deliverable home address and a valid United States high school code. In addition, the College Board will provide supplementary file of records appended with descriptive indicators ("Supplemental Factor Score File"). Client can utilize Educational Neighborhood and High School Cluster tags as criterion when purchasing names, and receive Educational Neighborhood and High School Cluster tags with the output on all domestic names purchased when clusters are used as criterion. Client may tag an unlimited number of files and will receive individual cluster factor scores with all output files. The College Board will provide Client with annual historical tagging in each subsequent year of this Agreement. The initial historical analysis and subsequent annual historical tagging reports will be made available to Client on the College Board Search website.

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) of Client Data is done at Client's discretion via the self-service tagging function in College Board Search and/or via electronic file transfers.

Cluster Updates. The College Board will provide Client with current profiles of each educational neighborhood and high school cluster throughout the Term of this schedule. Client acknowledges that cluster profiles will not necessarily change from year to year.

Student Search Service® Geodemographic Selection Criteria and Data Output Taggings. Client may include geodemographic clusters among Student Search Service selection criteria. Cluster codes (each two-character, numeric) representing educational neighborhoods and high school cluster will be appended by the College Board to student records that contain required data elements: a deliverable home address and a valid United States high school code. Client will receive taggings within data output files for each Student Search Service order placed.

User Support. Client may obtain user support for the Service by contacting the College Board's user support staff by either calling the College Board's toll-free telephone number or via electronic mail. Hours of support are 9:00 am – 5:00 pm Eastern Time Monday through Friday, excluding College Board holidays and other times for system maintenance.

Segment Analysis Service™ Lite:

To assist Client with recruitment, admissions and retention, Segment Analysis Service™ matches student address and high school information to unique geodemographic neighborhood and high school clusters based on information from College Board data and the U. S. Census.

Client Data. Client will provide to the College Board the street address, zip code and high school code of students in the appropriate format specified by the College Board.

Historical Analysis. Upon commencement of the service, the College Board will tag, analyze, and report on an historical electronic data file of student records provided by Client for the most recent incoming class (prospects through matriculants). Cluster codes (each two-character, numeric) representing educational neighborhoods and high school clusters will be appended by the College Board to student records that contain required data elements: a deliverable home address and a valid United States high school code. This report will be made available to Client on the College Board Search website.

Cluster Taggings. Tagging (i.e. the appending of geodemographic cluster codes to student records in a data file that contains the required data elements) of Client Data is done at Client's discretion via the self-service tagging function in College Board Search and/or via electronic file transfers.

Cluster Updates. The College Board will provide Client with current profiles of each educational neighborhood and high school cluster throughout the Term of this schedule. Client acknowledges that cluster profiles will not necessarily change from year to year.

Student Search Service® Geodemographic Selection Criteria and Data Output Taggings. For an additional fee per tagged name, Client may include geodemographic clusters among Student Search Service selection criteria. Cluster codes (each two-character, numeric) representing educational neighborhoods and high school cluster will be appended by the College Board to student records that contain required data elements: a deliverable home address and a valid United States high school code. Client will receive taggings within data output files for each Student Search Service order placed where geodemographic clusters are used as a criterion.

User Support. Client may obtain user support for the Service by contacting the College Board's user support staff by either calling the College Board's toll-free telephone number or via electronic mail. Hours of support are 9:00 am – 5:00 pm Eastern Time Monday through Friday, excluding College Board holidays and other times for system maintenance.

Supplemental Terms and Conditions – Segment Analysis Service Unlimited and Lite

1. DEFINITIONS.

The following definitions shall apply to the Agreement.

- a. **Client Data.** "Client Data" shall mean all student data furnished by Client to the College Board under this Schedule.
- b. **College Board Data.** "College Board Data" means the data furnished by the College Board to Client as a part of the Services (as defined below), which include without limitation data taggings and cluster descriptions.
- c. **Services.** "Services" means, individually and collectively, the College Board's Historical Analysis, Cluster Taggings, Cluster Updates and Student Search Service® Geodemographic Selection Criteria and Data Output Taggings, including reports and information provided by the College Board to Client.

2. OWNERSHIP AND LICENSE OF DATA.

Client Data shall remain the property of Client and shall be considered confidential or proprietary, as defined in the Agreement. Client hereby grants the College Board a non-exclusive, limited license to use Client Data and any information prepared or furnished by Client solely in connection with the College Board furnishing the Services.

- a. College Board Data is, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein). The College Board hereby grants to Client a non-exclusive, limited license to use the College Board Data solely in connection with recruitment, admissions and retention. The rights and College Board Data contained herein are non-transferable.
- b. Client shall comply with the 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>.
- c. **Client Warranty.** Client represents and warrants that it has the right to disclose Client Data and/or all information transmitted by Client to the College Board and, where third party information is being provided by the College Board, it has obtained all licenses and approvals as may be required for the College Board to use such information for the Services in the manner and to the full extent contemplated under this Schedule.

3. **AUTHORIZED USERS** shall be defined as, and limited to: (i) employees of Client's organization whom Client has authorized in writing to receive and use the College Board Data in accordance with this Schedule ("Employee User") and (ii) Third Parties for whom Client has consented in writing to access the College Board Data ("Authorized Third Parties"). Client must establish a separate Segment Analysis Service 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 Segment Analysis Service interface. Client is responsible for ensuring that Authorized Users use the College Board Data in accordance with this Schedule, and Client will be liable to the College Board for any misuse of the College Board Data by an Authorized User. Client will control the access of Client's Authorized Users to Segment Analysis Service and will immediately revoke such access if the user ceases to be employed by Client or is no longer appropriately authorized to access Segment Analysis Service.
4. **RESTRICTIONS ON USE.** Except as and only to the extent expressly permitted in this Schedule or by applicable law, Client shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code, data layouts, algorithms, formulae of, decrypt, modify, or create derivative works of Segment Analysis Service, system updates or any part thereof. Any attempt to do so is a violation of rights of the College Board. If Client breaches this restriction, Client may be subject to prosecution and damages.
5. **HOSTING.** Client will access Segment Analysis Service Unlimited via a College Board-hosted website. Client understands and agrees 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. The College Board may change the technical functionality of the website at any time to the extent necessary to address technical and other business needs of the College Board.
6. **TERMINATION.** The College Board may terminate this Schedule upon written notice to Client in the event that: (i) Client breaches the terms of this Schedule, or (ii) the College Board determines, in its sole discretion, that Client is no longer eligible to use Segment Analysis Service; or (iii) the College Board has a reasonable basis to question Client or an Authorized Third Party's use of the College Board Data. If Client terminates this Schedule during any (12) month period, Client will not receive a refund of fees paid for that period. Client will reimburse the College Board for any multi-year discount that Client may have received for this Schedule. Additionally, if Client initiates or participates in any legal proceeding against the College Board, the College Board, in its sole discretion, may suspend or terminate all rights, including the right to use the College Board Data during the course of such legal proceedings.