

ALUMNIFINDER END USER LICENSE AGREEMENT

This AlumniFinder End User License Agreement Compact Information Systems, LLC dba Deep Sync effective as of the date of last signature herein ("Effective Date") located at <https://deepsync.com/terms-conditions/> (the "Agreement") are hereby incorporated by reference into any resulting Purchase Order, Order, or other procurement documentation of Client or Deep Sync and is considered in full force and effect. Any additional or inconsistent terms preprinted, presented on, or incorporated by reference into any resulting Purchase Order, Order, or other procurement documentation are hereby rejected and considered null and void.

WHEREAS, Compact Information Systems, LLC d/b/a Deep Sync for its brand Deep Sync ("Deep Sync") procures Offerings from various national databases, which is derived from various sources;

WHEREAS, Client (as defined in the applicable Quote) wishes to obtain Offerings products and other Offerings selected from various Deep Sync sources and third-party vendors of Deep Sync ("Offerings") and related Offerings, (collectively, the "Offerings") (Client and Deep Sync are individually each referred to as a "Party" and collectively, the "Parties").

THEREFORE, the Parties agree as follows.

1. RESTRICTED LICENSE GRANT. Deep Sync hereby grants to Client a restricted license to use the Offerings and any Offerings contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. Deep Sync hereby grants to Client during the Term a terminable, revocable, non-exclusive, non-transferrable, restricted, United States only, limited license to use the Offerings solely for Client's own internal and lawful purposes with its own alumni/non profit programs, and for no other purposes. Client shall not use the Offerings for marketing purposes or resell or broker the Offerings to any third party and shall not use the Offerings for personal (non-business) purposes. Client shall not use the Offerings to provide Offerings processing Offerings to third-parties or evaluate the Offerings of or for third-parties. Client agrees that if Deep Sync determines or reasonably suspects that continued provision of Offerings to Client entails a potential security risk, or that Client is engaging in marketing activities, reselling, brokering or processing or evaluating the Offerings of or for third-parties, or using the Offerings for personal (non-business) purposes or using the Offerings' information, programs, computer applications, or Offerings, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, Deep Sync may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Offerings. Client shall not access the Offerings from Internet Protocol addresses located outside of the United States and its territories without Deep Sync's prior written approval. Client may not use the Offerings to create a competing product. Client shall comply with all laws, regulations and rules which govern the use of the Offerings and information provided therein. Deep Sync may at any time mask or cease to provide Client access to any Offerings or portions thereof which Deep Sync may deem, in Deep Sync's sole discretion, to be sensitive or restricted information. Client hereby grants to Deep Sync (and its Affiliates to the extent required in order to provide the Offerings) a terminable, revocable, non-exclusive, non-transferable, restricted, limited license to use the Client provided Offerings ("Client Offerings") pursuant to the applicable Order, Statement of Work, or other ordering documentation between the Parties as the case may be.

(ii) This Agreement along with any applicable SOW, Order, the online application, or other ordering documentation has identified industry-specific appropriate uses for which its Offerings are to be used, and Client agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the Offerings. Client shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), or any similar federal, state or local statute, rule, or regulation. Client shall not use the Offerings for purposes governed by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including the purpose of serving as a factor in establishing a consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under the federal Fair Credit Reporting Act. Client will not provide AlumniFinder with any Protected Health Information (45 C.F.R. § 160.103) or Electronic Health Records or Patient Health Records (42 U.S.C. § 17921(5) and 42 U.S.C. § 17921 (11) respectively) or with information from such records. Client shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof. Client agrees that if AlumniFinder determines or reasonably suspects that Client is reselling or brokering the Offerings' programs or computer applications, or otherwise violating any of the laws or regulations described in these terms and conditions, AlumniFinder may immediately terminate the delivery of, and the license to use, the Offerings.

(iii) The Offerings provided to Client do not contain consumer identification information governed by any of the following: a) the Gramm-Leach-Bliley Act ("GLBA"), b) the Drivers Privacy Protection Act ("DPPA"), c) the Fair Credit Reporting Act ("FCRA"), d) the Limited Access Death Masterfile ("DMF") nor does it contain Social Security or Driver's License Numbers ("5A Offerings"). Client understands and warrants that it will comply with the rules relating to any

Do-Not-Call Registry promulgated by federal, state, foreign, international or self-regulatory bodies. Client shall not use or permit use of the Offerings provided hereunder for any telemarketing solicitations, facsimile transmission, or email marketing or any unlawful purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), or any similar federal, state, local or international law, statute, rule, or regulation.

(iv) National Change of Address database. Deep Sync is a licensee of the United States Postal Service's COAUNK database ("NCOA database"). The information contained in the NCOA database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Client receives all or a portion of the NCOA database through the Offerings, Client hereby certifies, represents, and warrants to Deep Sync that It will not use such information for any other purpose. Prior to obtaining or using information from the NCOA database, Client agrees to complete, execute and submit to Deep Sync the NCOA Processing Acknowledgement Form.

(vii) Additional Terms. To the extent that Client orders certain materials contained within the Offerings that are subject to additional obligations and restrictions, the remaining terms of this Subsection VII apply. Without limitation, these Offerings include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Client receives such materials through the Offerings, Client agrees to comply with the General Terms and Conditions for Use of Offerings contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) Fair Credit Reporting Act. The Offerings provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA. Accordingly, the Offerings may not be used in whole or In part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Client certifies that it will not use any of the information it receives through the Offerings to determine, in whole or in part an Individual's eligibility for any of the following products, Offerings or transactions: (1) credit or Insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Client may use, except as otherwise prohibited or limited by this Agreement, information received through the Offerings for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an Individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Client is using the Offerings in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Client shall not use the Offerings: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Client may, consistent with the certification and limitations set forth in this section (viii), use the Offerings for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Client shall not use any of the information It receives through the Offerings to take any "adverse action," as that term is defined in the FCRA.

(ix) MVR Offerings. If Client is permitted to access Motor Vehicle Records ("MVR Offerings") from Deep Sync, without in any way limiting Client's obligations to comply with all state and federal laws governing use of MVR Offerings, the following specific restrictions apply and are subject to change:

- (a)** Client shall not use any MVR Offerings provided by Deep Sync, or portions of Information contained therein, to create or update a file that Client uses to develop its own source of driving history information.
- (b)** As requested by Deep Sync, Client shall complete any state forms that Deep Sync Is legally or contractually bound to obtain from Client before providing Client with MVR Offerings.
- (c)** Deep Sync (and certain Third-Party vendors) may conduct reasonable and periodic audits of Client's use of MVR Offerings. Further, in response to any audit, Client must be able to substantiate the reason for each MVR Offerings order.

(x) American Board of Medical Specialties ("ABMS") Offerings. If Client is permitted to access ABMS Offerings from Deep Sync, Client shall not use, nor permit others to use, **ABMS** Offerings for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xi) HIPAA. Client represents and warrants that Client will not provide Deep Sync with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health

Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xii) Retention of Records. For uses of GLB Offerings, DPPA Offerings and MVR Offerings, as described in Sections (ix), (x) and (xi), Client shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, If applicable, consumer authorization) pertaining to every access to such **Offerings**.

(xiii) Economic Sanctions Laws. Client acknowledges that Deep Sync is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Client shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Client shall not provide access to Offerings to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Client shall not take any action which would place Deep Sync in a position of non-compliance with any such economic sanctions laws.

2. PAYMENT & FEES. Actual invoiced amount will be based on exact input and match quantities once project completes. For each response to a request for information, Client agrees to pay to Deep Sync for use of the Offerings the applicable charge then prevailing for the information requested. Client shall be responsible for payment of the applicable fees for all Offerings ordered by Client or otherwise obtained through Client's User IDs, whether or not such User ID is used by Client or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by Deep Sync (and not employed by Client at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of Deep Sync's offices, premises, records, or documents. Client agrees that it may be electronically invoiced for those fees. Payments are due and shall be received within thirty (30) days of the invoice date, unless otherwise stated in the applicable Quote. Any amounts paid after the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month. In the event Client fails to make timely payment, Client will be responsible for all reasonable expenses (including attorney's fees) incurred by Deep Sync in collecting such amounts. Deep Sync reserves the right to suspend performance of its obligations in the event Client fails to make timely payment hereunder or under any other agreement with Deep Sync. Upon termination of this Agreement by either party for any reason, any amounts owed by Client to Deep Sync, shall become immediately due and payable. If such amounts are not paid within fifteen (15) days of termination, the amount due shall accrue interest, calculated from the termination date, as set forth above. The charges for all Offerings are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Client's account.

3. SECURITY. Client acknowledges that the information available through the Offerings may include personally identifiable Information and it is Client's obligation to keep all such accessed information confidential and secure. Accordingly, Client shall (a) restrict access to Offerings to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Offerings for personal reasons, or (ii) transfer any information received through the Offerings to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under this Agreement, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Offerings or Offerings received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce Offerings destruction procedures to protect the security and confidentiality of all information obtained through Offerings as it is being disposed; (g) unless otherwise required by law, purge all information received through the Offerings and stored electronically or on hard copy by Client within ninety (90) days of initial receipt; (h) be capable of receiving the Offerings where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Deep Sync; (i) not access and/or use the Offerings via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Deep Sync; and (j) take all steps to protect their networks and computer environments, or those used to access the Offerings, from compromise. Client agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Client will implement policies and procedures to prevent unauthorized use of User IDs and the Offerings and will immediately notify Deep Sync, in writing to the Deep Sync if Client suspects, has reason to believe or confirms that a User ID or the Offerings (or Offerings derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Client shall remain solely liable for all costs associated therewith and shall further reimburse Deep Sync for any expenses it incurs due to Client's failure to prevent such impermissible use or access of User IDs and/or the Offerings, or any actions required as a result thereof. Furthermore, in the event that the Offerings provided to the Client include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Client acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"),

Client shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Deep Sync's reasonable discretion. Client agrees that such notification shall not reference Deep Sync or the product through which the Offerings was provided, nor shall Deep Sync be otherwise identified or referenced in connection with the Security Event, without Deep Sync's express written consent. Client shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Client shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against Deep Sync, shall indemnify Deep Sync from such claims. Client shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Deep Sync for review and approval prior to distribution. In the event of a Security Event, Deep Sync may, in its sole discretion, take immediate action, including suspension or termination of Client's account, without further obligation or liability of any kind.

The parties each agree to protect each other's Data and information as strictly confidential, and will not use or disclose any Data or information in any other manner not covered by this Agreement, whatsoever, unless such use is (a) expressly authorized in writing executed by both parties; and (b) such use or disclosure is compliant with all then-current applicable laws, rules and regulations in all applicable jurisdictions. Each party represents and warrants that it is fully responsible for any authorized or unauthorized collection, storage, disclosure and use of, and access to Data and information and that all of its contractors are bound by similar or more restrictive Data and information security measures or Safeguards, as defined below. Each party agrees to comply with all applicable laws relating to data security breaches. "Safeguards" will include, without limitation, an appropriate information security program to safeguard Data and information. Such information security program will include, without limitation, (i) adequate physical security of all premises in which Data or information is to be processed and/or stored; (ii) reasonable precautions taken with respect to the employment of and access given to personnel who may have access to the Data and information, including background checks and security clearances that assign specific access privileges to individuals; (iii) an appropriate network security program; and (iv) that Customer will not transfer any Data received to any location outside of the United States. Such network security program will include, without limitation, (a) appropriate access controls and data integrity controls; (b) testing and auditing of all controls; and (c) appropriate corrective action and incident response plans. If a self-initiated or mandatory security audit reveals one or more vulnerabilities that are material to this Agreement, the affected party will promptly notify the other of the nature of the vulnerabilities and promptly correct each such vulnerability at its sole cost and expense.

4. PERFORMANCE. Deep Sync will use commercially reasonable efforts to deliver the Offerings requested by Client and to compile information gathered from selected public records and other sources used in the provision of the Offerings; provided, however, that Client accepts all information "AS IS AND WITH ALL FAULTS" and they do contain a degree of error. Client acknowledges and agrees that Deep Sync obtains its Offerings from third-party sources, which may or may not be completely thorough and accurate, and that Client shall not rely on Deep Sync for the accuracy or completeness of information supplied through the Offerings. Without limiting the foregoing, the criminal record Offerings that may be provided as part of the Offerings may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the Offerings was last updated or collected. Client understands that Client may be restricted from accessing certain Offerings which may be otherwise available. Deep Sync reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Offerings. In the event that Deep Sync discontinues a material portion of the materials and features that Client regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Client has subscribed, Deep Sync will, at Client's option, issue a prorated credit to Client's account.

5. INTELLECTUAL PROPERTY. Client shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Offerings. Client agrees that Client shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Deep Sync Offerings' programs or computer applications. Client acknowledges that Deep Sync (and/or Deep Sync's third-party Offerings providers) shall retain all right, title, and interest in and to the Offerings and information provided by the Deep Sync Offerings under applicable contractual, copyright, and related laws, and Client shall use such materials consistent with Deep Sync's interests and notify Deep Sync of any threatened or actual infringement of Deep Sync's rights. Once Client establishes a relationship with the person of record, the additional Offerings given on that Offerings record becomes the property of Client and is no longer considered prospect Offerings. Until a relationship is established, all right, title and interest in the Offerings will remain the property of Deep Sync and no right, interest in or title to the Offerings will be sold, conveyed, or otherwise transferred to Client or any third-party.

6. WARRANTIES & DISCLAIMERS OF WARRANTIES.

(a) Deep Sync Representations & Warranties: Deep Sync does hereby warrant that it has complied with the

law and applicable third-party Offerings provider contracts in providing the Offerings. Deep Sync does not make and hereby disclaims any warranty, express or implied with respect to the Offerings. Deep Sync does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Offerings or information provided therein. Client acknowledges and agrees that it will not be entitled to any refund and will not withhold payment for the Offerings in the event that the Offerings is inaccurate or the undeliverable, attrition, and disconnect rates falls outside the industry guideline rates. Deep Sync agrees that it (including its directors, officers, employees or agents) will comply with its privacy policy located at <https://deepsync.com/privacy-policy/>.

(b) Client Representations & Warranties: Client represents and warrants that: (a) all of Client's use of the Offerings shall be for only legitimate business purposes, including those specified by Client in connection with a specific information request, relating to its business and as otherwise governed by the Agreement; (b) its marketing materials and solicitations will not reference any selection criteria or presumed knowledge regarding the intended recipient of such solicitation, must be in good taste and of the highest quality, and will comply with the Association of National Advertisers (ANA) Guidelines for Ethical Business Practice. Client agrees that Client (including its directors, officers, employees or agents) will comply with the privacy policy located at <https://deepsync.com/privacy-policy/> and Client's own comparable privacy principles, policies, or practices.

7. INDEMNIFICATION.

(a) Deep Sync Indemnification: Deep Sync hereby agrees to protect, indemnify, defend, and hold harmless Client from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any unaffiliated third-party claim that (a) the Offerings or Offerings contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright; (b) breach of its representations and warranties or certifications in this Agreement; and (c) its gross negligence or willful misconduct in the performance of its obligations under this Agreement; all collectively subject to this Section 6(c).

(b) Client Indemnification: Client hereby agrees to protect, indemnify, defend, and hold harmless Deep Sync from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) Client's use of Offerings; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event; and (d) its gross negligence or willful misconduct in the performance of its obligations under this Agreement; all collectively subject to this Section 6(c).

(c) The Indemnified Party must (i) promptly give written notice of any claim to Deep Sync; (ii) provide any reasonable assistance which the Indemnifying Party may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by the Indemnified Party); and (iii) the Indemnifying Party has the right to control the defense or settlement of the claim; provided, however, that the Indemnified Party shall have the right to participate in, but not control, any litigation for which Indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, Deep Sync will not have any duty to indemnify, defend or hold harmless Client with respect to any claim of infringement resulting from (1) Client's misuse of the Offerings; (2) Client's failure to use any corrections made available by Deep Sync; (3) Client's use of the Offerings in combination with any product or information not provided or authorized in writing by Deep Sync; or (4) any information, direction, specification or materials provided by Client or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the Offerings, or if Deep Sync determines that any part of the Offerings is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, Deep Sync may in its sole discretion and at its option (A) procure for Client the right to continue using the Offerings; (B) replace or modify the Offerings so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the Offerings; or (C) terminate this Agreement and refund any fees relating to the future use of the Offerings. The foregoing remedies constitute Client's sole and exclusive remedies and Deep Sync's entire liability with respect to indemnification and infringement claims or actions. The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

8. LIMITATION OF LIABILITY.

(a) **Direct Damages:** Except for a breach of confidentiality or indemnification obligations contained herein, regardless of the nature of the legal or equitable right claimed to have been violated, each Party's liability to the other shall never exceed the amounts paid by Client to Deep Sync within the twelve (12) months preceding the claim giving rise to the liability even if Client and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Deep Sync.

(b) **Indirect & Consequential Damages:** In no event shall either Party be liable for any indirect, incidental, or consequential damages, however arising, incurred by Client from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available Offerings sources used in Offerings may contain errors. Source Offerings is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Offerings are not the source of Offerings, nor are they a comprehensive compilation of the Offerings. Before relying on any Offerings, it should be independently verified.

9. Client CHANGES & AUDIT. Client acknowledges and understands that Deep Sync will only allow Client access to the Offerings if Client's credentials can be verified in accordance with Deep Sync internal credentialing procedures. Client shall notify Deep Sync immediately of any changes to the Information on Client's Application for the Offerings, and, If at any time Client no longer meets Deep Sync criteria for providing such service, Deep Sync may terminate this Agreement. Client is required to promptly notify Deep Sync of a change in ownership of Client's company, any change in the name of Client's company, and/or any change in the physical address of Client's company. Client understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and Deep Sync's obligations under its contracts with its Offerings providers and Deep Sync's internal policies, Deep Sync may conduct periodic reviews of Client's use of the Offerings and may, upon reasonable notice, audit Client's records, processes and procedures related to Client's use, storage and disposal of Offerings and information received therefrom. Client agrees to cooperate fully with any and all audits and to respond to any such audit Inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Deep Sync will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Offerings, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

10. EMPLOYEE TRAINING / ADMINISTERING USERNAMES. Client shall train new employees prior to allowing access to Offerings on Client's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions and the security requirements of this Agreement. Client shall conduct a similar review of its obligations under this Agreement with existing employees who have access to Offerings no less than annually. Client shall keep records of such training. The Administrator (Main Contact) will create user names and passwords for each user; the sharing of user names is prohibited. The Administrator will monitor the usage of users (Activity Detail) to insure that only constituents in your database are researched. The Administrator will reset passwords for individual users if they become suspended for inactivity or incorrect log-in attempts. Deep Sync will be notified immediately if the Main or Billing Contact change positions or leave your institution.

11. Wealth Screening Tool: To the extent that the Client uses the Wealth Screening Tool, the following terms shall apply: The Wealth Screening Tool provider ("Provider") will make every effort to have the on-line research service available seven (7) days a week, twenty-four (24) hours a day, with the exception of planned and unplanned outages not to exceed five (5) business days in any one calendar year. Client acknowledges that Provider, or the Offerings owners who provided the Information to Provider, own the Information, and that Client has no proprietary rights to the Information used by Provider to enhance the Offerings. Client has the right to use all Information provided via Provider's Offerings analysis process or via the Research Center, without limitation. Client may not sell, lease, rent or otherwise provide to any other party its own Offerings as enhanced with the Information or any direct marketing list, model, analysis, code or report utilizing or derived from the Information, except that Client may provide without charge its own Offerings as enhanced with the Information or any direct marketing list, model, analysis, code or report utilizing or derived from the Information to an employee, agent, independent contractor, or other representative of Client providing assistance to Client in connection with its own alumni/non-profit programs. This Wealth Screening Tool subscription ("Subscription") shall be effective for a period of one (1) year. Client may terminate the Subscription without cause at any time by giving written notice of termination to Deep Sync, which notice shall specify a termination date not less than thirty (30) days after the date of the notice. In the event of such termination by Client, Client shall not be entitled to recover any amount paid to Deep Sync hereunder for information or services rendered prior to the termination date. Neither party will be liable for any failure or delay in performance due in whole or in part to any cause beyond its reasonable control. Provider is not responsible for any loss or damage incurred by any person or party as a result of the use of or reliance on the Information supplied, or for consequential, indirect or incidental damages of any kind. In no event will Provider be liable for loss or damage incurred by any person or party as a result of the use of Client's software, Offerings, or equipment, or for any incidental, indirect, special or consequential damages.

12. GENERAL TERMS & CONDITIONS:

(i) SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims; indemnification; use and protection of information, Offerings and Offerings; payment for the Offerings; audit; Deep Sync's use and ownership of Client's search Inquiry Offerings; disclaimer of warranties; security; Client Offerings and governing law shall survive any termination of the license to use the Offerings.

(ii) RELATIONSHIP OF PARTIES. None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.

(iii) CHANGE IN AGREEMENT. By receipt of the Offerings, Client agrees to, and shall comply with, changes to the Restricted License granted Client in this Agreement, changes in pricing, and changes to other provisions of this Agreement as Deep Sync shall make from time to time by notice to Client via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Client Administrator Contact Information section, unless stated otherwise in this Agreement. Deep Sync may, at any time, impose restrictions and/or prohibitions on the Client's use of the Offerings or certain Offerings. Client understands that such restrictions or changes in access may be the result of a modification in Deep Sync

policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Deep Sync of such restrictions, Client agrees to comply with such restrictions.

(iv) GOVERNING LAW & VENUE. Except as provided in the last sentence of this Section, any claim, action, suit, or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement (each, a "Claim") will be governed by and construed in accordance with the laws of the jurisdiction of the party against whom the Claim is first asserted, without giving effect to any choice of law or conflict of laws rules that would cause the application of the laws of any other jurisdiction. Except as provided in the last sentence of this Section, if Deep Sync initiates a Claim against Client, Deep Sync must bring that Claim exclusively in the state or federal courts located in the jurisdiction of the Client, and each party irrevocably submits to the personal jurisdiction of those courts for that Claim. Except as provided in the last sentence of this Section, if Client initiates a Claim against Deep Sync, Client must bring that Claim exclusively in the state or federal courts located in King County in the State of Washington, and each party irrevocably submits to the personal jurisdiction of those courts for that Claim. Each party waives, to the fullest extent permitted by applicable law, any objection to venue in the courts specified in this Section, including any objection based on inconvenient forum, improper venue, or lack of personal jurisdiction, in each case solely to the extent consistent with this Section. Notwithstanding the foregoing, if either party is a state, local, or other public sector entity, or an agency, department, instrumentality, or political subdivision of any of them, and applicable law requires that Claims involving that entity be governed by a specified law or be brought only in a specified court, county, parish, district, or other venue, then that mandatory law, jurisdiction, and venue requirement will control with respect to that entity to the extent required by applicable law; however, if applicable law permits, and Client brings the Claim(s), the governing law and jurisdiction shall be King County in the State of Washington.

(v) PUBLICITY. Client will not name Deep Sync or refer to its use of the Offerings in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding Deep Sync or Client's use of the Offerings.

(vi) FORCE MAJEURE. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated Offerings files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

(vii) ENTIRE AGREEMENT. Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the Offerings and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the Offerings and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Client beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Client, are specifically and expressly rejected by Deep Sync unless Deep Sync agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

(viii) MISCELLANEOUS. If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

(ix) PUBLIC SECTOR TERMS AND CONDITIONS: Deep Sync acknowledges and understands that certain Clients may have requirements as prescribed by applicable laws, rules, and regulations. To the extent that Client is a public sector Client, including an educational institution subject to state or federal law, these terms and conditions shall only apply to the extent that they are consistent with applicable law (E.g. Federal Acquisition Regulations, the Anti-Deficiency Act, the Contract Disputes Act, the Prompt Payment Act, applicable federal, state, or local law, rule, or regulation) and shall be deemed to be modified to be no more than required in order to comply with the applicable law. This includes and is limited to indemnification, jurisdiction, venue, governing law, renewals, future fees, penalties, travel expenses, limitations of liability, public access to information (not subject to applicable exceptions whether or not claimed by Deep Sync), or other applicable laws, rules, and regulations.

(x) ASSIGNMENT. The license granted pursuant to this Application and Agreement to Client to use the Deep Sync Offerings may not be assigned by Client, in whole or in part, without the prior written consent of Deep Sync. Deep Sync may assign or transfer this Agreement without Client's consent (a) to a parent, subsidiary, affiliate or similarly related entity, (b) in connection with a merger, acquisition, reorganization or consolidation, or (c) in connection with the sale of Supplier's corporate stock or assets. Any other assignment shall require Client's consent, which consent shall not be

unreasonably withheld, delayed or conditioned.

(xi) INSURANCE. During the Term and for a period of two (2) years thereafter, each Party will maintain, at its own expense, the following insurance coverages with insurers having an A.M. Best rating of at least A- VII:

1. **Commercial General Liability:** covering bodily injury and property damage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** covering all owned, hired, and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
3. **Workers' Compensation:** in statutory limits, and **Employer's Liability** with limits of not less than \$1,000,000 each accident/employee/disease.
4. **Umbrella/Excess Liability:** in an amount of not less than \$3,000,000 per occurrence and in the aggregate.
5. **Cyber Liability / Privacy and Security Liability:** covering cyber, privacy, and security risks, including unauthorized access and data breaches, with limits of not less than \$5,000,000 per claim and in the aggregate .

Upon either Party's written request, the other Party will provide certificates of insurance evidencing the required coverages.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by their authorized representatives. These General Offering Terms are agreed and effective on the date that the last Party executes below.

Compact Information

Systems, LLC, dba Deep Sync

Client

By:	By:
Name:	Name:
Title:	Title:
Email: legal@deepsync.com	Email:
Date:	Date: