ALUMNI FINDER ONLINE END USER LICENSE AGREEMENT

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

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

THEREFORE, the Parties agree as follows.

These terms and conditions in addition to the General Terms and Conditions 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 Customer 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.

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

(i)   **Generally.** Deep Sync hereby grants to Customer a terminable, revocable, non-exclusive, non-transferrable, restricted, United States only, limited license to use the Offerings solely for Customer's own internal business purposes with its own alumni/non profit programs, and for no other purposes. Customer 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. Customer shall not use the Offerings to provide data processing Offerings to third-parties or evaluate the data of or for third-parties. Customer agrees that if Deep Sync determines or reasonably suspects that continued provision of Offerings to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the Offerings for personal (non-business) purposes or using the Offerings' information, programs, computer applications, or data, 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. Customer 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. Customer may not use the Offerings to create a competing product. Customer 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 Customer access to any Offerings or portions thereof which Deep Sync may deem, in Deep Sync's sole discretion, to be sensitive or restricted information.

(ii)   **GLBA Data.** Some of the information contained in the Offerings is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GL8A"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the Offerings, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests Information in connection with certain Offerings and will recertify upon request by Deep Sync. Customer certifies with respect to GLBA Data received through the Offerings that it complies with the Interagency Standards for Safeguarding Customer Information Issued pursuant to the GLBA.

(iii)   **DPPA Data.** Some of the information contained in the Offerings is "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the Offerings In any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Offerings and will recertify upon request by Deep Sync.

(iv)   **Social Security and Driver's License Numbers.** Deep Sync may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers, if applicable under the Offerings offered (collectively, "QA Data"). If Customer is authorized by Deep Sync to receive QA Data, and Customer obtains QA Data through the Offerings, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by Deep Sync policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in in this Agreement, Customer agrees that it will not permit QA Data obtained through the Offerings to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by Deep Sync. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without Deep Sync's prior written consent. However, Customer shall be permitted to transfer such

information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. Deep Sync may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **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 Customer receives all or a portion of the NCOA Database through the Offerings, Customer 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, customer agrees to complete, execute and submit to Deep Sync the NCOA Processing Acknowledgement Form.

(vii) Additional Terms. Certain materials contained within the Offerings are subject to additional obligations and restrictions. Without limitation, these Offerings include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the Offerings, Customer 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) Customer 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, Customer 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 Customer is using the Offerings in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer 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 Customer 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) Customer 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 Data. If Customer is permitted to access Motor Vehicle Records C'MVR Data") from Deep Sync, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

(a) Customer shall not use any MVR Data provided by Deep Sync, or portions of Information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.

(b) As requested by Deep Sync, Customer shall complete any state forms that Deep Sync Is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.

(c) Deep Sync (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) American Board of Medical Specialties ("ABMS') Data. If Customer is permitted to access ABMS Data from Deep Sync, Customer shall not use, nor permit others to use, **ABMS** Data 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. Customer represents and warrants that Customer 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 Data, DPPA Data and MVR Data, as described In Sections 1(ii), !(iii) and l(ix), Customer 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 **data.**

(xiii) Economic Sanctions Laws. Customer 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, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer 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. Customer 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, Customer agrees to pay to Deep Sync for use of the Offerings the applicable charge then prevailing for the information requested. Customer shall be responsible for payment of the applicable fees for all Offerings ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer 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 Customer 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. Customer 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 Customer fails to make timely payment, Customer 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 Customer 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 Customer 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 Customer's account.

3.   **SECURITY.** Customer acknowledges that the information available through the Offerings may include personally identifiable Information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer 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 data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data 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 Customer 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. Customer 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. Customer 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 Customer suspects, has reason to believe or confirms that a User ID or the Offerings (or data 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. Customer shall remain solely liable for all costs associated therewith and shall further reimburse Deep Sync for any expenses it incurs

due to Customer'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 Customer include personally Identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer 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"), Customer 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. Customer agrees that such notification shall not reference Deep Sync or the product through which the data was provided, nor shall Deep Sync be otherwise identified or referenced in connection with the Security Event, without Deep Sync's express written consent. Customer 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. Customer 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. Customer 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 Customer's account, without further obligation or liability of any kind.

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

5. **INTELLECTUAL PROPERTY**. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Offerings. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Deep Sync Offerings' programs or computer applications. Customer acknowledges that Deep Sync (and/or Deep Sync's third-party data providers) shall retain all right, title, and interest in and to the data and information provided by the Deep Sync Offerings under applicable contractual, copyright, and related laws, and Customer 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 Customer establishes a relationship with the person of record, the additional Data given on that data record becomes the property of Customer and is no longer considered prospect data. Until a relationship is established, all right, title and interest in the Data will remain the property of Deep Sync and no right, interest in or title to the Data will be sold, conveyed, or otherwise transferred to Customer 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 data 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. Customer acknowledges and agrees that it will not be entitled to any refund and will not withhold payment for the Data in the event that the Data 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) **Customer Representations & Warranties**: Customer represents and warrants that: (a) all of Customer's use of the Offerings shall be for only legitimate business purposes, including those

specified by Customer 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. Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the privacy policy located at HTTPS://DEEPSYNC.COM/PRIVACY-POLICY/ and Customer'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 Customer 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 data 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) Customer Indemnification: Customer 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) Customer'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 Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the Offerings; (2) Customer's failure to use any corrections made available by Deep Sync; (3) Customer'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 Customer 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 Customer 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 Customer'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 Customer to Deep Sync within the twelve (12) months preceding the claim giving rise to the liability even If Customer 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 Customer 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 data sources used in Offerings may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Offerings are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

9.   CUSTOMER CHANGES & AUDIT.
Customer acknowledges and understands that Deep Sync will only allow Customer access to the Offerings if Customer's credentials can be verified in accordance with Deep Sync internal credentialing procedures. Customer shall notify Deep Sync immediately of any changes to the Information on Customer's Application for the Offerings, and, If at any time Customer no longer meets Deep Sync criteria for providing such service, Deep Sync may terminate this Agreement. Customer is required to promptly notify Deep Sync of a change in ownership of Customer's company, any change in the

name of Customer's company, and/or any change in the physical address of Customer's company.Customer 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 data providers and Deep Sync's internal policies, Deep Sync may conduct periodic reviews of Customer's use of the Offerings and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of Offerings and information received therefrom. Customer 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 / ADMINSTERING USERNAMES.** Customer shall train new employees prior to allowing access to Offerings on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions and the security requirements of this Agreement. Customer shall conduct a similar review of Its obligations under this Agreement with existing employees who have access to Offerings no less than annually. Customer 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:** 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. Customer acknowledges that Provider, or the data owners who provided the Information to Provider, own the Information, and that Customer has no proprietary rights to the Information used by Provider to enhance the Data. Customer has the right to use all Information provided via Provider's Data analysis process or via the Research Center, without limitation. Customer may not sell, lease, rent or otherwise provide to any other party its own Data as enhanced with the Information or any direct marketing list, model, analysis, code or report utilizing or derived from the Information, except that Customer may provide without charge its own Data 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 Customer providing assistance to Customer 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. Customer 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 Customer, Customer 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 Customer's software, data, 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, data and Offerings; payment for the Offerings; audit; Deep Sync's use and ownership of Customer's search Inquiry data; disclaimer of warranties; security; customer data 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, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer 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 Customer 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 Customer Administrator Contact Information section, unless stated otherwise in this Agreement. Deep Sync may, at any time, Impose restrictions and/or prohibitions on the Customer's use of the Offerings or certain data. Customer 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, Customer agrees to comply with such restrictions.
(iv) **PUBLICITY.** Customer 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 Customer's use of the Offerings.

(v) **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 data flies by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

(vi) **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 Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, 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.

(vii) **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.

(viii) **PUBLIC SECTOR TERMS AND CONDITIONS:** Deep Sync acknowledges and understands that certain Customers may have requirements as prescribed by applicable laws, rules, and regulations. To the extent that Customer is a public sector Customer, 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.

(ix) **ASSIGNMENT**. The license granted pursuant to this Application and Agreement to Customer to use the Deep Sync Offerings may not be assigned by Customer, in whole or in part, without the prior written consent of Deep Sync. Deep Sync may assign or transfer this Agreement without Customer'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 Customer's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

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 / **Company**

Compact Information Systems, LLC	Company
By:	By:
Name:	Name:
Title:	Title:
Email: legal@deepsync.com	Email:
Date:	Date: