

# Terms of Use for Colleges and Universities

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**During demonstrations and testing and before the parties execute Higher Admission's SAAS Service Order Form, by accessing or using this website, any of its pages and/or any of the services referenced herein, Higher Admission and colleges and/or universities ("School(s)") accept and agree to be bound by the Terms of Use set forth below.**

## 1. CONFIDENTIALITY; PROPRIETARY RIGHTS

1.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Higher Admission includes non-public information regarding features, functionality, and performance of the Higher Admission college search and cost comparison tool (the "Service(s)"). Proprietary Information of each School includes non-public data provided by each School to Higher Admission to enable the provision of the Services ("School Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

1.2 Each School shall own all right, title and interest in and to the that School's Data, as well as any data that is based on or derived from that School's Data and provided to Higher Admission as part of the Services. Higher Admission shall own and retain all right, title and interest in and to (a) the Service, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with on boarding assistance and School training via phone and/or online screen sharing ("Implementation Services") or support, and (c) all intellectual property rights related to any of the foregoing.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 No School will, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Higher Admission or authorized within the Services); use the Services or any Software for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Each School represents, covenants, and warrants that the School will use the Services only in compliance with Higher Admission's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Each School hereby agrees to indemnify and hold harmless Higher Admission against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from such School's use of Services. Although Higher Admission has no obligation to monitor any School's use of the Services, Higher Admission may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Each School shall also be responsible for maintaining the security of any of its own equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"), each School's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of each School's account or the Equipment with or without the School's knowledge or consent.