

WebAdMIT Holistic Insights and WebAdMIT Predictive Insights Agreement (“Agreement”)

WebAdMIT Holistic Insights and WebAdMIT Predictive Insights is a service for graduate programs operated by Liaison International, LLC (“Liaison”). This WebAdMIT Holistic Insights and WebAdMIT Predictive Insights Agreement (“Agreement”) is a legally binding agreement by and between the Liaison International, LLC, on the one hand, and each Participating Institution (“Client”) who elects to receive the insights from this service, on the other hand.

Eligibility

The WebAdMIT Holistic Insights and WebAdMIT Predictive Insights Agreement is available only to Participating Institutions within each Centralized Application Service (“CAS”) that have signed a valid CAS participation agreement in an individual CAS and is limited to that Institution’s data within that specific CAS. Liaison reserves the right to determine eligibility to participate in WebAdMIT Holistic Insights or WebAdMIT Predictive Insights. Approval to participate in WebAdMIT Holistic Insights and WebAdMIT Predictive Insights for a particular CAS does not confer eligibility to participate in any other service operated by Liaison.

Key Considerations:

- Liaison shall be granted access to the institution’s WebAdMIT data.
- To ensure the effectiveness of predictive offerings, modeling is dependent on the availability of sufficient historical data. A minimum of two years of data is generally required to produce reliable results. Accordingly, a new program must operate for at least two years before predictive modeling can be implemented.
- WebAdMIT Holistic Insights generally requires a minimum of fifty (50) applicants per cycle.
- WebAdMIT Predictive Insights generally requires a minimum of fifty (50) enrollments per cycle.

General Terms and Conditions

Access to and use of WebAdMIT Holistic Insights and WebAdMIT Predictive Insights is subject to the following terms and conditions:

- Eligible Programs must enter and agree to be bound by this Agreement.
- Eligible Programs may access and use WebAdMIT Holistic Insights and WebAdMIT Predictive Insights solely for the purpose of analyzing and reviewing applications for admission and related materials within that specific CAS.
- WebAdMIT Holistic Insights and WebAdMIT Predictive Insights Clients have access to personal data of applicants, and as a condition of accessing WebAdMIT Holistic Insights and WebAdMIT Predictive Insights Client agrees:
 - (a) to deactivate immediately the credentials of any personnel who no longer have a business need or authority to access the CAS data; and
 - (b) take reasonable measures to prevent unauthorized access to, or use of, WebAdMIT Holistic Insights and WebAdMIT Predictive Insights.
- Without limiting the generality of the foregoing bullet regarding Content generally, Client acknowledges and agrees that the outputs of the WebAdMIT Holistic Insights or WebAdMIT Predictive Insights data provide an opportunity for Client to review and analyze program-specific applicant data. Client bears sole responsibility for its use of the WebAdMIT Holistic Insights and WebAdMIT Predictive Insights in a lawful manner. Client further acknowledges and agrees that Client shall be solely liable for, and Liaison disclaims all liability with respect to, the use of WebAdMIT Holistic Insights or WebAdMIT Predictive Insights data.

- WebAdMIT Holistic Insights and WebAdMIT Predictive Insights is provided “as is,” and no representation or warranty is made by Liaison and Liaison will not be responsible for any losses or damages incurred through or related to use of WebAdMIT Holistic Insights or WebAdMIT Predictive Insights. Client waives all rights to assert or support claims against Liaison or any service providers related to WebAdMIT Holistic Insights or WebAdMIT Predictive Insights.

WebAdMIT Holistic Insights - \$3,750 per CAS per year, Upfront Annually (3 Year Minimum Subscription)

For Holistic Insights for WebAdMIT: WebAdMIT Holistic Insights facilitates the admissions process by providing the Client’s application reviewers with a quantitative holistic score for each applicant.

WebAdMIT Predictive Insights - \$7,500 per CAS per year, Upfront Annually (3 Year Minimum Subscription)

For Predictive Insights for WebAdMIT: WebAdMIT Predictive Insights facilitates the admissions process by providing the Client’s application reviewers with predictive insights for each applicant.

Audit

Although Liaison has no obligation to monitor Client’s use of the Liaison Products, Liaison may do so and may prohibit any use of the Products it believes may be (or alleged to be) in violation of the foregoing. Liaison, its licensors, and Third-Party Providers, if any, may audit Client’s use of the Liaison Products at least once per year and during normal business hours on 48-hours prior notice to Client.

Confidentiality; Proprietary Rights and Data

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 Liaison includes non-public information regarding features, functionality, and performance under this Agreement. Proprietary Information of Client includes Client 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 Agreement 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 after five (5) years following the disclosure thereof or 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.

Notwithstanding anything to the contrary herein or otherwise, Liaison shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Product and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Liaison will be free (during and after the term hereof) to (a) use, share, sell and license usage statistics, analytics, reporting and results from such information and data to improve and enhance the Liaison Products and for other development, diagnostic and corrective purposes in connection with the Liaison Products and other Liaison offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

Limitation of Liability

IN NO EVENT WILL LIAISON OR ANY OF ITS LICENSORS, SUPPLIERS OR AGENTS OR ANY THIRD-PARTY PROVIDERS BE LIABLE FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

AGGREGATE LIABILITY OF LIAISON, ITS SUPPLIERS AND AGENTS, FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE SUM OF THE FEES PAID BY CLIENT TO LIAISON DURING THE SIX-MONTH PERIOD PRIOR TO THE CLAIM FOR THE LIAISON PRODUCTS OR THE THIRD PARTY PRODUCTS THAT ARE THE SUBJECT MATTER OF THE CLAIM.

Term and Termination

WebAdMIT Holistic Insights and WebAdMIT Predictive Insights is a three (3) year Agreement with annual NET 30 payment terms. Client's rights to the Liaison Products will terminate, and Liaison may cease to provide the Liaison Products, immediately upon any expiration or termination of this Agreement. Liaison will have no obligation to refund any amounts paid by Client under this Agreement upon its termination. Upon any termination or expiration of this Agreement Client will pay Liaison 100% of the remaining balance of the total fees that would have been payable by Client for the balance of the applicable 3 Year Term (as if this Agreement had not been terminated) and any additional amounts to which Liaison is entitled pursuant to applicable law.

Liaison may suspend the Liaison Products at any time if Client is in breach of any obligation under this Agreement, including non-timely payment of annual fees, that is not cured within ten (10) days after notice from Liaison or immediately if Liaison has reasonable concerns about a security threat that could affect the Products or the data of any other user.

Miscellaneous

This Agreement sets forth and constitutes the entire agreement and understanding among Liaison, and Client with respect to the subject matter hereof and all prior agreements, understanding, promises, representations, whether written or oral, with respect thereto are superseded hereby. Client agrees that any purchase order, vendor/ supplier form, or similar document that it may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order, vendor/ supplier form, or similar document will be void and of no force or effect. No changes to the WebAdMIT Holistic Insights and WebAdMIT Predictive Insights Agreement are permitted and no additional documents may be attached to this agreement or appended to it. This Agreement shall be construed and enforced under the laws of the State in which Client resides without respect to conflict of laws rules. Liaison may assign this Agreement without the consent of the other party in connection with any sale of all or substantially all of the assets of the business to which this Agreement relates. Client may not assign their rights, duties, or obligations hereunder. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he is signing with full and complete authority to bind the party on whose behalf of whom s/he is signing, to each and every term of this Agreement. This Agreement will become binding on Client and Liaison when executed by Client electronically.