

LICENSE AGREEMENT and TERMS of USE

By clicking on the box, you are indicating that you have read and agree to the License Agreement and Terms of Use for CASE's Data Miner platform and the data provided therein, including but not limited to the Voluntary Support of Education data base and other data CASE might make available now or in the future.

This License Agreement and Terms of Use (this "Agreement") is entered into by and between Council for Advancement and Support of Education ("CASE"), a District of Columbia nonprofit corporation, with a principal place of business at 1307 New York Ave. NW, Suite 1000, Washington, D.C. 20005 and licensee ("Licensee", "you", or "your"), (collectively, the "Parties") with reference to the following:

- A. CASE has developed its proprietary "Voluntary Support of Education" data base (the "VSE Data Base") comprised of data collected by CASE regarding private giving to colleges and universities; CASE occasionally will make other data available on the Data Miner platform (collectively, the "Licensed Data").
- B. CASE's Licensed Data is maintained on and accessed through CASE's internet-based Data Miner platform.
- C. Licensee desires to obtain, and CASE desires to grant to Licensee, a license to access and use the Licensed Data via the Data Miner platform.

NOW THEREFORE, the Parties agree as follows:

1. **License**. CASE hereby grants to Licensee a non-exclusive, royalty free license for Licensee to use for its own internal purposes the Licensed Data, without right to sublicense. Licensee may download portions of the data to Excel for purposes of analysis. Licensee may publish or disseminate articles or information using, containing, or analyzing the Licensed Data but only after CASE has informed you that the data has been officially released to the public. Licensee shall include attribution to CASE as the source of the data in any publication. Releasing data prior to CASE's official release date will result in termination of Licensee's account, without a refund of the license fee. Licensee acknowledges that except as stated in this Section 1, this Agreement does not grant Licensee any right or license under any Intellectual Property Rights of CASE and that any usage of the Licensed Data outside the scope of the license granted pursuant to this Agreement is prohibited.
2. **Delivery**. The Licensed Data are made available online via the Data Miner platform at <https://amatlas.case.org>.
3. **License Fee**. Licensee shall pay to CASE an annual license fee prior to accessing the data in an amount corresponding to the type of institution as established by CASE. The "License Fee" amount shall constitute full and complete payment for the license and other rights granted hereunder.
4. **Licensee Responsibilities**. You are responsible for all activity made by anyone who uses your Data Miner account, username, and password. You agree to use secure passwords and to keep confidential the passwords associated with your account. You agree to indemnify and hold harmless CASE for losses incurred by CASE or another Party due to the use made of your Data Miner account by someone else or if you fail to use reasonable care while using the Data Miner.
5. **Term and Termination**.

- 5.1. **Initial Term.** The initial term of this Agreement commences as of the date first set forth above and, unless terminated earlier pursuant to the terms of this Agreement, shall continue in effect thereafter until March 1st (the "Initial Term").
 - 5.2. **Renewal.** This Agreement will automatically renew for additional terms, unless earlier terminated pursuant to the terms of this Agreement or either Party gives the other Party written notice of non-renewal at least ten (10) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
 - 5.3. **Termination.** This Agreement shall terminate upon the earliest to occur of the following: (i) thirty days after Licensee gives CASE written notice of Licensee's desire to terminate this Agreement, with or without cause, but only after payment of all License Fees then due and owing; (ii) five (5) days after CASE gives written notice of a material breach of any provision of the Agreement, unless Licensee has cured such breach during such five (5) day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.
 - 5.4. **Effect of Termination.** Upon any termination of this Agreement: Licensee's rights under Section 1 are revoked and Licensee shall immediately cease all use of the Licensed Data. Licensee shall promptly destroy or delete any paper or electronic records of Licensed Data that Licensee has in its possession and shall, within thirty (30) days of termination, certify in writing to CASE that Licensee has performed the foregoing. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.
6. **Proprietary Information.**
- 6.1. **Definition.** "Proprietary Information" means the Licensed Data, and any complete or partial copies and printouts thereof, any other third-party software licensed with or as part of the Licensed Data, benchmark results; and information identifiable as the confidential and proprietary information of CASE received or developed in connection with this Agreement.
 - 6.2. **Proprietary Rights.** Licensee acknowledges that ownership of and title in and to all Intellectual Property Rights in the Proprietary Information are and shall remain in CASE and its licensors. Licensee acquires only the right to use the Proprietary Information and does not acquire any ownership rights or title in or to the Proprietary Information or that of other licensors of the Licensed Data.
 - 6.3. **Protection of Proprietary Information.** In order to protect the rights of CASE and its licensors in the Proprietary Information, Licensee shall not, without CASE's express prior written consent, disclose, provide, or make available any of the Proprietary Information in any form to any person outside of Licensee's institution. CASE may permit, however, as an exception to the preceding restriction, a limited right to use and incorporate portions of the Proprietary Information into academic presentations and original research.
7. **Representations and Warranties.**
- 7.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this

Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2 **DISCLAIMER OF WARRANTIES.** THE LICENSED DATA ARE PROVIDED HEREUNDER ON AN “AS IS” BASIS, AND CASE MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR TITLE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. CASE DOES NOT WARRANT THAT LICENSEE’S USE OF THE LICENSED DATA OR DATA MINER PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED DATA AND THE DATA MINER PLATFORM.

8. **Limitation of Liability.** CASE SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF CASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. CASE IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. CASE’S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. The limited warranty, exclusive remedies and limited liability set out herein are fundamental elements of the basis of the bargain between you and CASE. You acknowledge and agree that CASE would not be able to provide the Licensed Data for the fees charged without such limitations. In jurisdictions which do not allow the exclusion or limitation of consequential, incidental or special damages, CASE’s liability for such damages shall be limited to the maximum extent permitted by applicable law.

9. **Confidentiality.** Each of the Parties agrees that the terms and conditions of this Agreement shall be strictly confidential and reference thereto or disclosure thereof, whether in a public or private context, shall not be made by either Party without the prior written consent of the other Party, except (i) as required by applicable disclosure laws or as ordered by a court of law, (ii) to accountants, banks, financing sources, lawyers and related professionals under an obligation of confidentiality, or (iii) in connection with the enforcement of this Agreement.

10. **Indemnification.** Licensee shall defend, indemnify and hold harmless CASE, its affiliates and their respective directors, officers and employees for and against all third Party claims, judgements, damages, liabilities, settlements, losses, costs and expenses, including legal fees, incurred in the defense of any claim, arising out of Licensee’s unauthorized use of the Licensed Data, the Data Miner platform, and any other Proprietary Information licensed under this Agreement.

11. **Relationship of the Parties.** This Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the Parties or as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other Party. Neither of the Parties or their representatives is a representative of the other for any purpose, and no Party has any power or authority to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other

Party for any purpose whatsoever. All financial obligations associated with each Party's business are the sole responsibility of such Party.

12. **Assignment, Binding Effect, Benefits.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. Licensee may not assign its rights under this Agreement nor sublicense the rights granted in Section 1 above to any entity, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of CASE. Nothing in this Agreement is intended to confer on any person other than the Parties hereto or their respective permitted successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. **Severability.** If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons or circumstances shall remain in full force and effect.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the District of Columbia without regard to the conflicts of law provisions thereof. All disputes pertaining to this Agreement shall be decided exclusively in the courts of the District of Columbia. The Parties hereby consent to personal jurisdiction in such courts and waive any defense of inconvenient forum.

15. **Waiver.** No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege..

16. **Headings.** The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

17. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements and understanding between the Parties. No amendment or modification of this Agreement shall be effective unless executed in writing by an authorized representative of each Party.

18. **Licenses not Transferable.** All licensees must provide their institutional or business email address. Internet Service Provider email addresses are not permitted. Institutions may not provide access to Data Miner using their institution's user name and password to anyone outside the institution.

BY CLICKING ON THE 'I ACCEPT' BUTTON YOU ARE DEEMED BY CASE TO HAVE IRREVOCABLY AGREED TO BE BOUND BY AND COMPLY WITH ALL OF THESE TERMS AND CONDITIONS.

IF YOU ARE AN EMPLOYEE, CONTRACTOR OR OTHERWISE ACCESSING THE LICENSED DATA, OR DATA MINER BY OR ON BEHALF OF AN ORGANIZATION OR ANY OTHER THIRD PARTY, YOU REPRESENT AND WARRANT TO CASE THAT (i) YOU ARE OF THE AGE OF MAJORITY IN YOUR JURISDICTION; AND (ii) YOU HAVE ALL REQUISITE CAPACITY, RIGHT,

POWER AND AUTHORITY TO ACCEPT THIS LICENSE ON BEHALF OF SUCH ENTITY; AND (iii) SUCH ENTITY WILL BE IRREVOCABLY BOUND BY AND WILL COMPLY WITH ALL OF THE TERMS OF THIS AGREEMENT.