GMASS TERMS OF USE AGREEMENT

I am a representative of the graduate management institution (the "Institution") named in the Enrollment Form, and I am either the primary subscriber or a delegate subscriber named by the primary subscriber. I have the authority to contractually bind the Institution to this Terms of Use Agreement (the "Agreement"). On behalf of the Institution I represent, I agree that the Institution and its users' access to and use of the GMASS subscription search service and all information obtained from the service are subject to the following terms and conditions:

1. Authorized Subscribers: Only the individual completing the Enrollment (the "Primary Subscriber") and the delegates named in such Enrollment Form (the "Delegate Subscriber(s)") shall submit GMASS search requests to GMAC and have access to the GMASS service, provided, however, that such subscribers have been authorized by the Institution and approved by GMAC to become subscribers to the GMASS service (the "Subscriber(s)"). In the event that any Subscriber information changes, the Subscriber will notify GMAC of such changes by contacting gmass@gmac.com.

2. Authorized Uses: GMAC is granting the Institution a nonexclusive, revocable, limited one-year license, subject to GMAC approval of the subscription and payment of an annual subscription fee by the Institution, to any and all of the information the Institution receives from the GMASS search service (the "GMASS Data"). GMASS Data may be used for up to one year from the date of the Institutions' license of such Data. GMASS Data is for use only by licensees, which are: the Subscribers; the Institution's dean's office, admissions, and administrative employees; and the Institution's subcontractors, provided that such employees and subcontractors have a need to know the information to perform their services for the benefit of the Institution and have signed agreements containing nondisclosure and other obligations as least as restrictive as those contained herein (collectively, the "Licensees").

The Licensees shall use the GMASS Data only for purposes of identifying and contacting prospective graduate management education students about the Institution's relevant educational opportunities and financial programs and providing them with related information, or to request that the recipient participate in the Institution's survey, focus group, or other education-related research studies.

The Licensees shall not merge or copy the GMASS Data into any other lists or data from any other source. Licensees further agree not to represent that the source of any data is from the GMASS service, unless, in fact, the data were provided to the Institution in their entirety through the GMASS service. The Licensees shall not copy (other than copies for authorized Licensees), modify, publish, release, lend, sell, rent, provide access to, create derivative works from, or otherwise disclose the GMASS Data to anyone other than a Licensee. GMAC is the sole owner of, and shall retain the entire rights to, any copyrights, trademarks, trade secrets, and any other proprietary rights in the GMASS Data. GMAC reserves the right to monitor the access and use of the GMASS Data by any Subscribers and other Licensees. Subscribers shall not transmit any information to GMAC, including subscription search requests that contain viruses, worms, Trojan horses, or other disabling devices; or use spamming, flooding, or other means to interfere with the GMASS search service or any other GMAC user, host, or network.

3. Protection of PII and Other Information: As a Subscriber to the GMASS subscription service, I am able to receive personally identifiable information about prospective graduate management students who have consented to provide their contact information, background, and demographic information, program preferences, and Graduate Management Admission Test (GMAT) score range (as applicable) either before or after taking the GMAT exam (all such information collectively referred to as "PII"). The PII received in any form by any Institution, and any Licensees on its behalf is sensitive, confidential, and proprietary information. To protect the integrity of such PII and the privacy of individuals, all Licensees shall comply with this Agreement and applicable laws and regulations related to PII. The GMASS Data may be disclosed pursuant to order of any court or like entity, or pursuant to open records statutory requirements provided that the Institution provides GMAC with prompt notice of the order or open records requirements and an opportunity to resist disclosure if possible. The Institution agrees to employ reasonable technical and administrative measures to protect the GMASS data from unauthorized disclosure or use and shall notify GMAC immediately of any unauthorized use, breach, loss, or disclosure of the GMASS Data.

4. Compliance with Applicable Law and Policies: The Institution agrees that its access and any other Licensees' access to and use of any GMASS Data will not violate any applicable laws or regulations, including those concerning privacy and data security. The Institution also agrees that the GMASS Data will not be used to discriminate against potential applicants on the basis of race, color, national origin, religion, physical or mental disability, age, sex, or other criteria protected by law, provided that nothing in this Agreement shall prevent the Institution from using the GMASS Data in connection with a valid and legal affirmative action program that may take such criteria into account to further permissible institutional goals. The Institution agrees that it and all Licensees shall adhere to the generally accepted ethical standards in the recruitment of potential applicants found through the GMASS service.

The Institution also agrees that all communications, in any form including paper and electronic, sent to an individual as a result of the GMASS service, will inform the individual that he or she is being contacted as a result of his or her previous opt-in for the GMASS service, and will contain valid contact information for the Institution, including a postal address, telephone number, and e-mail address, to allow the individual to opt out of receiving future communications. Upon receiving an opt-out request from an individual, the Institution agrees it will stop sending communications to that individual within the time prescribed by applicable law (generally 30 days or less).

If the Institution is based in the United States, or is sending electronic communications to U.S. residents, the Institution further agrees that its electronic communications will comply with the U.S. CAN-SPAM Act of 2003, as amended (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003) (the "Act") and comply with any FTC regulations related to such Act when using any GMASS Data. As set forth in the Act, among other things, in any "commercial" electronic mail message being sent to an individual found through the GMASS service, the Institution will include a valid return email address and other accurate header and routing information, a valid postal address, a clear and conspicuous notice that the message is an advertisement or solicitation, and an Internet-based means for the recipient to "opt out" so he or she will not receive further messages. The Institution agrees that it will stop sending email messages within the time limit set forth in the Act or any subsequent regulations upon receiving an opt-out request from an individual.

5. Breach Notification: In the event of any accidental or unauthorized loss of, access to, or disclosure of GMASS Data, the Institution shall promptly notify the involved individuals, the proper legal and other applicable authorities, and the Chief Privacy Official at GMAC of such breach. The Institution shall promptly address any security breaches and provide appropriate redress to the affected individuals.

6. No Warranty/Limitation of Liability: The Institution assumes liability for all costs, expenses, and damages arising out of its use or any other Licensee's use of the GMASS Data and/or any material breach of this Agreement. GMAC will provide the GMASS Data to the Subscriber only for the purpose of contacting prospective applicants and providing them with relevant information. Except as set forth herein, GMAC disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. GMAC shall not be liable to the Institution for special, incidental, consequential, or punitive damages of any nature for any reason, whether such liability is asserted on the basis of contract, tort, or otherwise, even if GMAC has been warned of the possibility of such damages. To the extent permitted by state law and without waiving sovereign immunity, the Institution shall indemnify GMAC against any and all third-party claims, suits, actions, judgments, liabilities, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable fees for attorneys and other professionals) arising out of, resulting from, or based upon its use or any other Licensee's use of any GMASS Data in violation of this Agreement.

7. Enforcement: The Institution agrees that any use not authorized in this Agreement or any otherwise inappropriate use of the GMASS Data is prohibited, and that any violation of this Agreement may, at the discretion of GMAC, result in termination of the Institution's license to the GMASS Data and cancellation of access to any GMASS Data, and may prevent the Institution from further participation in the GMASS service.

8. Copies of Communications: A member of the GMAC staff is included in each search result to enable GMAC to respond to inquiries from prospective graduate management students who have consented to participate in GMASS. Additionally, this information will be used to monitor communications for compliance to the GMASS Terms of Use Agreement as well as for market research. The Institution agrees that it will not remove the GMAC staff member from the search result and that it will send the staff member a copy of each communication being sent to other recipients.

9. Your Data: GMAC will protect the data you provide as a Subscriber and will use that data only for the purposes expressly described in the privacy policy posted on www.gmac.com. By subscribing to the GMASS service, you are agreeing to that privacy policy.

10. Revisions to Terms of Use Agreement: The Institution agrees with the fees and terms of payment set forth in the Enrollment Form and understands that the prices for the GMASS service are subject to change with notice. This Agreement takes precedence over any previous GMASS Terms of Use Agreement and may be revised at any time without notice by GMAC.

On behalf of the Institution, I agree to abide by this Terms of Use Agreement and any additional policies set forth in the GMASS User Guide, and I consent to the Privacy Policy and Terms and Conditions on www.gmac.com.