



### **Career Outcomes Visualization Tool Terms of Use Agreement**

This Terms of Use Agreement (Agreement) is entered into Education Programs, Support Services, LLC (EPSS), of Georgetown, Texas and the Customer (customer and/or client). This agreement grants the client the non-exclusive and non-transferable rights to utilize EPSS' Career Outcomes Visualization Tool (tool). Both parties mutually agree to the following terms of use.

1. **Term of the Agreement:** For paid subscriptions, the term of this agreement is for one year starting from the date that the client first uploads their career outcomes data. For free trial subscriptions, the term of this agreement is for the specified trial period. Access to the tool will be revoked at the end of the term unless the agreement is renewed.
2. **Renewal:** This agreement may be renewed upon its expiration by the mutual consent of both parties.
3. **Data Ownership and Usage Rights:** All data provided by the client and collected on its behalf remain the sole property of the client. EPSS reserves the right to use the data, at its sole discretion, in an aggregate, non-personally identifiable, non-client identifiable basis.
4. **Data Use:** EPSS will use data only for the purpose of fulfilling its duties, providing services under this agreement, and for improving services under this agreement.
5. **Data Sharing:** EPSS may engage one or more subcontractors to perform services under this agreement. EPSS agrees to share the names of these subcontractors with the client upon request. All subcontractors and successor entities of EPSS will be subject to the terms of this agreement.
6. **Data Transfer or Destruction:** EPSS will ensure that all data in its possession and in the possession of any subcontractors, or agents to which EPSS may have transferred data, are destroyed or transferred to the client when the data is no longer needed for their specified purpose.
7. **System Security:** EPSS certifies that it meets or exceeds the data security practices as defined by the United States Department of Education Privacy Technical Assistance Center Data Security Checklist dated July 2015. EPSS will store and process data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. EPSS conducts periodic risk assessments and remediates any identified security vulnerabilities in a timely manner. EPSS has a written incident response plan, to include prompt notification of their clients in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Additional details about EPSS' system security may be found at <https://epss.net/security/>
8. **Modification of Terms of Use:** For the data provided to EPSS under the terms of this agreement EPSS will not change how data is collected, used, or shared in any way without advance notice to and consent from the client.
9. **Intellectual Property:** Title, copyright, and intellectual property rights to the system remain exclusively with EPSS with no transfer to the client.
10. **Non-Disclosure of Confidential Information:** In the event that the client receives information from EPSS that is marked as confidential, the client agrees to hold the information in confidence. The



client agrees to limit the release of the confidential information only to individuals or entities who are required to have the confidential information in order to perform their job duties in connection with the services described in this license agreement. The client agrees to notify EPSS within 30 days of any unauthorized release or use of EPSS confidential information.

11. **Payment:** For paid subscriptions, the client agrees to compensate EPSS in accordance with the pricing plan in effect at the time of the initial execution and/or renewal of this agreement. Trial subscriptions are free of charge.
12. **Limitation of Liability**
  - a. Both parties agree to indemnify and hold harmless the other and their officers, directors, employees, agents and subcontractors against all damages and costs arising out of or in connection with the use of the system.
  - b. EPSS accepts responsibility and all liability related to the safekeeping of the data that the client delivers to EPSS while such data resides on its systems.
13. **Termination:** This agreement may be terminated by either party at any time if the other party fails to comply with any of the terms of this agreement. Upon termination of this agreement all client data will be returned to the client subject to the "Data" section of this agreement.
14. **Force Majeure:** EPSS will be free of liability to the client where EPSS is prevented from executing its obligations under this agreement in whole or part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where EPSS has taken any and all appropriate actions to mitigate such an event.
15. **Governing Law:** This agreement shall be governed and interpreted by the laws of the State of Texas.
16. **Other Contracting Terms:** This agreement and its terms and conditions will be incorporated into the client's standard contracting terms and conditions. If this agreement is in conflict with the client's standard contracting terms and conditions, this document takes precedence.