

## INAS SOFTWARE SUPPLEMENT

1. Definitions. The term "INAS Component System" means the Component System of the College Entrance Examination Board (the "INAS Licensor"), referred to as the Institutional Need Analysis System.
2. Ownership. The INAS Licensor owns the INAS Component System.
3. Restrictions on Use of INAS Component System. Licensee's use of the INAS Component System is subject to the following additional terms and conditions.
  - a) Licensee is strictly and expressly prohibited from using the INAS Component System (or any trade secrets or know-how embodied therein and communicated to Licensee thereby or any proprietary technical data or information contained therein) in any manner or by any means whatsoever except for use in the administration of student financial aid services at Licensee's institution.
  - b) The INAS Component System is, and shall at all times remain, the sole and exclusive property of the INAS Licensor, and without limiting the generality of the foregoing, the INAS Licensor is the sole and exclusive owner of all rights therein, including (i) any copyrights and all renewal and extensions thereof, (ii) trade secrets or know-how embodied therein and communicated to Licensee thereby, and (iii) any proprietary technical data or information contained therein. The INAS Component System is confidential and Licensee will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor shall the INAS Component System itself be physically duplicated or reproduced (except for the purposes of archiving and system back-up), or used by any third party, in whole or in part, except in accordance with the PeopleSoft Software License and Services Agreement, without prior written approval of the INAS Licensor. The foregoing shall survive the termination of the Agreement.
  - c) Licensee acknowledges that if Licensee violates any of the provisions of this INAS Software Supplement, Oracle shall have the right to terminate Licensee's license of the INAS Component System and to repossess the materials furnished in connection with the license of the INAS Component System, without waiver of any other remedy, whether legal or equitable. Upon the termination of the license of the INAS Component System for any reason, Licensee will immediately return the INAS Component System to Oracle and/or the INAS Licensor at Licensee's own expense.
  - d) The INAS Component System is warranted as set forth in the PeopleSoft Software License and Services Agreement. The INAS Licensor has made and is making NO WARRANTIES OR REPRESENTATIONS WHATEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE INAS COMPONENT SYSTEM, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The INAS Licensor shall have no liability whatever to Licensee or to any third party arising out of Licensee's use of the INAS Component System. The INAS Licensor shall have no obligations under or as a result of the Agreement to install, service, maintain, update or revise the INAS Component System. If Oracle or Licensee changes in any way the INAS Component System, then the INAS Licensor shall have no responsibility to Licensee if the INAS Component System as changed is not operationally suitable.