

FERPA Compliance Warranty  
Data Management Inc. ("DMI") and Davidson College ("Customer")

Each party represents and warrants to the other party that it will comply with all applicable provisions of the Family Educational Rights and Privacy Act, as amended (FERPA), and other laws with respect to its activities under this agreement, including without limitation, DMI's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on use or disclosure of education records.

DMI will implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure the Customer Confidential Information and data.

DMI agrees: to abide by FERPA's limitations on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this agreement, as required by law, or as authorized by Customer in writing.

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Signature of Davidson College  
Authorized Representative

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Dated

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Name of Representative

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Signature of Authorized Data Management Inc.  
Authorized Representative

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Dated

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Ernie R. Nabors - SVP Operations  
Name of Representative