

EXHIBIT B

WRDS TERMS OF USE

1. ACCEPTANCE OF TERMS

Welcome to the Wharton Research Data Services ("WRDS") website (the "Web Site") through which WRDS provides access to a wide variety of business information databases and software tools with which to use them, to institutions and entities that subscribe to WRDS' services, and to their authorized users. You are authorized to use the information and services available at this Web Site only if you are an authorized user of WRDS' services and agree to these Terms of Use, which constitute a legally binding agreement between you and WRDS. We may modify these Terms of Use at any time, and will post the modified Terms on this Web Site. Any modification is effective immediately upon posting. Your continued use of the Web Site following modification of these Terms of Use will be conclusively deemed to signify your acceptance of such modification.

In addition, you agree as follows:

- Use of the WRDS services is governed by and restricted under the Subscription Agreement between the host entity or institution (the "Subscriber") and WRDS.
- Users must access the WRDS database by the method or methods prescribed by WRDS. These methods may include Access Pass, a system that enables WRDS to prevent unauthorized or inappropriate use of the WRDS database by requiring user authentication. Methods of permitted access may change from time to time.
- All users will be prompted to agree to the WRDS Terms of Use on an annual basis.
- You may only have one designated and current Subscriber affiliation. If you should have two affiliations, your most current affiliation will support the account for your WRDS access. You are not permitted to hold WRDS Accounts at separate entities or institutions.
- All users must notify Wharton Research Data Services within thirty (30) days of any changes in your affiliation with the Subscriber, including without limitation if a user leaves a current Subscriber entity or institution or changes the affiliation in any manner. IF A USER IS NO LONGER EMPLOYED AT AN ENTITY OR INSTITUTION THAT SUBSCRIBES TO WRDS, THAT USER MAY NOT ACCESS OR USE THE WRDS SERVICES. If the new entity or institution is a then-current WRDS subscriber, Wharton Research Data Services will transfer that user's account and files to the new entity or institution's account. The use and access to the WRDS services will then be subject to these Terms of Use and the Subscription Agreement between the new entity or institution and Wharton Research Data Services. If the new entity or institution is not a then-current WRDS subscriber, then you may not access or use the WRDS services.
- The Subscriber entity or institution may place additional restrictions on use of and access to the WRDS services. All users must learn about and honor restrictions your entity or institution may place on users of the WRDS services and any use of the licensed data that is accessed through the WRDS services.
- User agrees to place the following acknowledgement in all publications or other communications prepared using the WRDS services: "Wharton Research Data Services (WRDS) was used in preparing _____ [identify research piece]. This service and the data available thereon constitute valuable intellectual property and trade secrets of WRDS and/or its third-party suppliers."
- To the extent there is any conflict between these Terms of Use and the Subscription Agreement governing your access and use of the WRDS services, the terms of the Subscription Agreement shall govern.

ADDITIONAL TERMS APPLICABLE TO ACADEMIC AND GOVERNMENT SUBSCRIBERS

Academic and government subscribers:

- The WRDS services are for academic and non-commercial research purposes only. Users may not use data downloaded from the WRDS database for any non-academic or commercial endeavor.

Academic subscribers:

- Individual WRDS accounts are offered to standing faculty, full-time research staff, currently-enrolled Ph.D. students, and full-time Masters students at Subscriber institutions. Access and individual accounts for research assistants, visiting scholars, and other non-permanent faculty is offered at Wharton Research Data Service's discretion. Access by other types of students is limited to class accounts, and special IP authenticated access within the library or computer lab, as provided by Wharton Research Data Services. Please note: Our WRDS policy prohibits undergraduate/Masters students from accessing WRDS during the extended break between semesters.

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You agree to use this Web Site only for the purposes for which we make it available. You further agree not to upload, post, e-mail, transmit or otherwise make available any Communications that (a) violate or infringe upon the intellectual property rights (including copyrights, trademarks, trade secrets and patents), rights of privacy or publicity, moral rights or any other proprietary right of any third party, (b) are unlawful, obscene, pornographic, defamatory, profane, threatening, promote racism, bigotry, hatred or physical harm of any kind against any group or individual, or are otherwise offensive or objectionable, (c) contain, install or promote any virus, worm, Trojan Horse, spyware, malware or other computer code designed to interrupt, destroy or limit the functionality of any computer hardware or software or

telecommunications equipment, (d) are libelous or slanderous, contain false or misleading statements of fact, or misrepresent your identity or your affiliation with any person or entity, (e) contain any unsolicited or unauthorized advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, (f) use "robots" or otherwise harvest from this Web Site the e-mail addresses of others, or (g) violate any applicable local, state, national or international law or regulation (individually and collectively, "Prohibited Communications"). We reserve the right at all times to decline to post and to edit, remove, or restrict access to Communications from you that we regard in our sole discretion as objectionable or in violation of these Terms of Use.

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- (a) A physical or electronic signature of the person authorized to act on behalf of the copyright owner
- (b) Identification of the copyrighted work or works claimed to have been infringed
- (c) A detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL where the infringing material appears,
- (d) Your name, mailing address, telephone number and e-mail address
- (e) A statement by you that you believe in good faith belief that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law
- (f) A statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

Our copyright agent can be reached at:

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The University of Pennsylvania
3401 Walnut Street
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Philadelphia, PA 19104

Fax: 215-573-2037
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8. PRIVACY POLICY

For information about our data protection practices, please read our Privacy Policy at www.whartonwrds.com. You agree to the use of your data in accordance with our Privacy Policy.

9. REGISTRATION

This Web Site are available only those who register. Registrants must be eighteen (18) years of age or older. You agree that the registration information you provide is accurate, complete and current, and you further agree to promptly update that information to keep it accurate, complete and current.

Once you have registered, you will choose a user id and password. You are responsible for maintaining the confidentiality of your user id and password, and are responsible for all activities that occur using your user id and password, whether or not expressly authorized by you. We will not be responsible for any damages resulting from the unauthorized use of your user id or password. You agree to notify us immediately of any such unauthorized use or any other breach of security.

You agree that we may suspend or terminate your access to this website if you provide any information that is inaccurate, incomplete or not current, or we believe that such information is inaccurate, incomplete or not current, or you violate any of these Terms of Use.

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You are solely responsible for your interactions, both on-line and off-line, with other registrants of this Web Site, and with persons you meet through such registrants. You understand and acknowledge that we do not screen registrants, inquire into their backgrounds or attempt to verify the information they provide. In all interactions, whether on-line or off-line, with other registrants of this Web Site and with persons you meet through such registrants, you agree to take all precautions necessary to protect yourself, your property and your personal and financial information. **IN NO EVENT SHALL WE BE LIABLE FOR AND YOU AGREE TO RELEASE US FROM LIABILITY FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE ARISING OUT OF OR RELATING TO YOUR USE OF THIS WEB SITE, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF PROPERTY, EMOTIONAL DISTRESS, BODILY INJURY OR DEATH RESULTING FROM YOUR COMMUNICATIONS OR OTHER CONTACT, WHETHER ON-LINE OR OFF-LINE, WITH REGISTRANTS OF THIS WEB SITE, OR PERSONS YOU MEET THROUGH SUCH REGISTRANTS.**

11. ELIGIBILITY

Use of this Web Site is void where prohibited. You represent that you are of legal age to form a binding contract with us and are not barred from using this Web Site by the laws of the United States or the country in which you reside.

12. TERMINATION

We may terminate your right to access this Web Site at any time in our sole discretion, with or without cause, and without notice to you. Even after your use of this Web Site ends, Sections 2, 3, 4, 5, 6, 9, 10, 12, 13, and 14 shall remain in effect.

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