



July 21, 2021

University of North Texas Health Science Center
 3500 Camp Bowie Blvd
 Fort Worth, TX 76107

Program Order Form: *Adult Learner Recruitment*

EAB Global, Inc. (“EAB” or “we”) appreciates the opportunity to work with University of North Texas Health Science Center (“Organization” or “you”) in the Adult Learner Recruitment (the “Program”) pursuant to the terms and conditions set forth in this Program Order Form.

I. Terms of Coverage

The following educational facilities will have access to the Program services, which are described in greater detail in the “Scope of Services” attached to and a part of this Program Order Form:

University of North Texas Health Science Center

The term of the Program is outlined in the table below (the “Program Term(s)” and each year therein, a “Year”), provided that the parties may begin planning and preparing for the Program as of the execution of this Program Order Form:

| | Start Date | End Date |
|-------------------------------------|---------------|---------------|
| Adult Learner Recruitment Services* | July 20, 2021 | June 30, 2023 |

* For Adult Learner Recruitment Services, a “Year” shall mean the period from July 1 – June 30, or any portion thereof. All deploying campaigns will start upon first launch, which may occur prior to the Start Date listed above.

II. Financial Terms

EAB is pleased to provide the Program(s) for the following fees:

FY 2022

| Program | Quantity | Program Costs | EAB Investments | Net Program Costs | Estimated Postage Costs | Estimated Media Costs | Add'l Program Cost/M | Add'l Postage Cost/M | Estimated List Costs |
|--|---------------|---------------|-----------------|-------------------|-------------------------|-----------------------|----------------------|----------------------|----------------------|
| Student Journey | | | | | | | | | |
| <i>Audiences Receiving Multi-channel Campaigns</i> | | | | | | | | | |
| Student Journey Target Quantity | <u>25,000</u> | | | | | | \$1,950 | \$201 | |
| Total | 25,000 | | | | | | | | |
| <i>Programs Included:</i> | | | | | | | | | |
| Graduate | | | | | | | | | |
| Adult Undergraduate Degree Completion | | | | | | | | | |
| <i>Additional Recruitment Services:</i> | | | | | | | | | |
| 2 Additional Programmatic version(s) | | | | | | | | | |
| Certificate Module | | | | | | | | | |
| Newsletters | | | | | | | | | |
| Partnership Fees: | | \$514,810 | \$0 | \$514,810 | | | | | |
| Multi-Year Partnership Discount: | | | (\$60,060) | (\$60,060) | | | | | |

| | | | | | | | |
|---|------------------|--------------------|------------------|----------|----------|----------|----------|
| EAB Program Investment for Partial Year: | | (\$102,180) | (\$102,180) | | | | |
| Multi Student Journey Discount: | | (\$105,770) | (\$105,770) | | | | |
| Multi Student Journey Version Discount: | | (\$32,100) | (\$32,100) | | | | |
| Total Costs | \$514,810 | (\$300,110) | \$214,700 | - | - | - | - |

FY 2023

| Program | Quantity | Program Costs | EAB Investments | Net Program Costs | Estimated Postage Costs | Estimated Media Costs | Add'l Program Cost/M | Add'l Postage Cost/M | Estimated List Costs |
|--|-----------------|----------------------|------------------------|--------------------------|--------------------------------|------------------------------|-----------------------------|-----------------------------|-----------------------------|
| Student Journey | | | | | | | | | |
| <u>Audiences Receiving Multi-channel Campaigns</u> | | | | | | | | | |
| Student Journey Target Quantity | 25,000 | | | | | | \$2,008 | \$201 | |
| Total | 25,000 | | | | | | | | |
| <u>Programs Included:</u> | | | | | | | | | |
| Graduate | | | | | | | | | |
| Adult Undergraduate Degree Completion | | | | | | | | | |
| <u>Additional Recruitment Services:</u> | | | | | | | | | |
| 2 Additional Programmatic version(s) | | | | | | | | | |
| Certificate Module | | | | | | | | | |
| Newsletters | | | | | | | | | |
| Partnership Fees: | | \$540,600 | \$0 | \$540,600 | | | | | |
| Multi-Year Partnership Discount: | | | (\$72,160) | (\$72,160) | | | | | |
| Multi Student Journey Discount: | | | (\$140,530) | (\$140,530) | | | | | |
| Multi Student Journey Version Discount: | | | (\$33,060) | (\$33,060) | | | | | |
| Total Costs | | \$540,600 | (\$245,750) | \$294,850 | - | - | - | - | - |

As Applicable:

Add'l Program Cost/M and Add'l Postage Cost/M will be applied if the actual quantity volumes are higher than those included in the tables above upon prior notice and written approval from Organization.

The postage and media costs estimated to be \$5,027.00 and \$68,667 respectively for FY22 and \$5,177.00 and \$84,872.00 respectively for FY23, will be an addendum to the Program Order which will be invoiced separately upon prior notice and written approval from Organization. The estimated costs are based on then-current available postage or media rates. EAB will notify the Organization in advance of any purchases.

Organization will purchase separately recruitment lists estimated to be \$6,754 and \$6,956 respectively for FY22 and FY23. EAB shall have access to the lists for the purposes of providing the Program hereunder.

Invoicing

Organization shall pay the Program Fees in accordance with the following. The Postage and Media Costs will be invoiced separately from the Program Costs as an addendum to the contract.

FY 2022

| Invoice in July 2021 | 100% Program Costs | 100% Postage | 100% Media | Total Invoice |
|----------------------|--------------------|--------------|------------|---------------|
| | \$214,700 | | | \$214,700 |

FY 2023

| Invoice in July 2022 | 100% Program Costs | 100% Postage | 100% Media | Total Invoice |
|----------------------|--------------------|--------------|------------|---------------|
| | \$294,850 | | | \$294,850 |

III. Special Provisions

Early Termination Provision

Organization may elect to discontinue the Program to be effective on June 30, 2022 (the "**Early Termination Date**"). In such event, Organization must provide written notice of its intent to terminate the Program no fewer than ninety (90) days prior to the Early Termination Date, in which case services will cease on the Early Termination Date. Organization will not owe the annual Program fee for the Program for the period after the Early Termination Date. Organization and EAB shall be released from their obligations under this Program Order Form with respect to the Program as of such Early Termination Date, provided that all fees for the period prior to the Early Termination Date with respect to the Program shall be due and owing if not previously paid. If you do not provide such notification, your enrollment in the Program will continue in accordance with the terms of this Program Order Form.

Modifications to the Master Agreement

The following changes have been made to the attached Master Agreement:

- Section 15 (General) has been amended and restated in its entirety to read as follows:

Except for the Standard Addendum to the Agreement, these Terms shall govern and shall take precedence over any different or additional terms and conditions which Organization may have included in any documents attached to or accompanying the Order Form. Any handwritten changes on the face of this document shall be ignored and have no legal effect.

- Section 18 (Force Majeure) has been amended and restated in its entirety as follows:

Either party shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection, or riot or any other cause beyond the reasonable control of the party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

The following change was made to the attached Enrollment Services Program Supplement:

- The second paragraph of Section (b) (FERPA) concerning the indemnification of EAB by Organization was deleted.

The following change was made to the attached Technology Program Supplement:

- The second paragraph of Section (d) (FERPA) concerning the indemnification of EAB by Organization was deleted.

The following changes were made to the attached Data Processing Addendum:

- 1. Section III (Obligations on Organization)(a) was amended and restated in its entirety as follows:

comply with Data Protection Legislation when processing Personal Data to the extent it does not conflict with US laws and the laws of the State of Texas, and shall only give lawful instructions to EAB;

- 2. Section III (Obligations on Organization)(e) was amended and restated in its entirety as follows:

take reasonable steps to ensure that Personal Data is accurate, complete and up to date, is limited to what is necessary for the purposes of the processing and is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed, unless a longer retention period is required under applicable law

The following changes were made to the attached Agency Services Program Supplement:

- 1. The second paragraph of Section (b) (FERPA) concerning the indemnification of EAB by Organization was deleted.
2. Section (e) (Indemnification; Liability) was renamed (Liability) and restated in its entirety as follows:

To the extent that the Services include the Panoramic Accelerated Capture Kit that enables Organization to self-capture 360 video and 360 photos (the "PACK"), Organization is solely responsible for any Damages (as defined below) to the PACK caused by Organization. "Damages" means losses, damages, liabilities, claims, costs, or expenses of any kind.

This Program Order Form, together with the Master Agreement attached hereto, and the UNTHSC Standard Addendum attached thereto, are both incorporated herein by reference, form the entire agreement between the parties with respect to the Program (and together with any other applicable agreements or supplements, the "Agreement"). Each of the individuals executing this Program Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Organization or EAB, as applicable. Notwithstanding anything to the contrary in any purchase order or other document provided by Organization, any Program provided by EAB to Organization in connection with a purchase order related to this Program Order Form is conditioned upon Organization's acceptance of the Agreement. Any additional, conflicting or different terms proffered by Organization in a purchase order or otherwise shall be deemed null and void.

To initiate Organization's involvement in the Program(s), please sign this Program Order Form and return it to Owen Crean at OCrean@eab.com no later than July 23, 2021 (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:

University of North Texas Health Science Center:

DocuSigned by:

Signature:

Name:

Title:

Date: 7/21/2021

Date: 7/21/2021

Adult Learner Recruitment

Scope of Services

EAB will provide the services described below on behalf of the Organization to support their goals and objectives.

A. Coordination of Services

On execution of the Agreement, EAB will assign a team led by a Strategic Leader to work with you to manage the services and establish program development and management across Organization's selected academic programs. The Strategic Leader will serve as Organization's primary point of contact. The Strategic Leader will coordinate (on an ongoing basis) progress updates and collaborate with Organization as set forth below to assist Organization in meeting their program goals.

EAB staff is available to travel to Organization's campus as well as host Organization staff at EAB's premises, to the extent permissible by Organization's policies and procedures, to discuss the services provided under the terms of this Agreement. All associated travel costs are assumed by EAB; the Organization is not assessed any incremental fees for travel.

HSC Office of Marketing and Communication will be responsible for prospect lead generation (e.g., top of the recruitment funnel) and will transition the prospect pool to the HSC enrollment management staff. EAB staff will collaborate with HSC enrollment management staff to organize and analyze the prospect pool into target audiences. EAB staff will support the HSC enrollment management staff to use communication strategies to move individuals through the recruitment funnel to application status. EAB staff will coordinate the following services and provide support to HSC enrollment management team:

- Deliver on-going marketplace assessment, best practices, and trend analyses using market research as well as market observation.
- Create a set of target audience recommendations for the B.S. in Biomedical Science, M.S. in Applied Outcomes Research, M.S. in Drug Discovery and Development and associated graduate certificates to optimize enrollment results (including, as applicable, list recommendations)
- Inform the recruitment and enrollment management strategy and utilization of creative assets for the multi-channel recruitment strategy. This may include, as requested, the following:
 - Customized recruitment and enrollment management strategy based on EAB Audience Insights
 - Dynamic, responsive landing pages
 - Communication strategies in EAB's Student Journey
 - Individualized, targeted digital recruitment materials through Facebook, Instagram, LinkedIn, and Google
 - Printed materials and media assets
- Deliver data-driven recruitment reporting, analysis, and optimization recommendations. This may include, as requested, the following:
 - Exchange of data via secure FTP
 - On-going refinement of recruiting strategy based on performance monitoring and assessments
 - Recurring, on-going reporting as well as detailed interim and final analyses
 - Use of EAB's proprietary methods and systems

B. Summary of Program Services

Target Audience Recommendations

- **EAB Audience Insights** utilizes a proprietary data modeling engine to analyze variables to isolate and prioritize the most relevant demographic and psychographic variables. EAB will develop a set of custom student profiles that includes analyses of historical student population, discoverable consumer variables, and EAB developed insights applied to the prospect pool.

Recruitment Support for Admissions and Enrollment Optimization

- **Organizational Benchmarking Services.** Co-create HSC enrollment management policies, best practices, and business processes related to the programs. Provide access to expert guidance on organizational design. Lead at least one on-site training workshop per semester. Provide case studies of high-performing enrollment management units. Produce recommendations for messaging strategy based on profile insights, program goals and brand standards. Develop a process map that integrates undergraduate best practices into existing HSC Enrollment Management processes and functions.
- **Strategic Targeting.** Develop a set of recruitment recommendations to help prioritize among primary, secondary, and tertiary markets, and discover specific audience needs. Co-create job descriptions for any new undergraduate specific positions. Partner with HSC Information Technology to inform HSC hosting and management of online web application and CRM.
- **Data – Driven Student Profiles via EAB Audience Insights.** Develop detailed personas for applicable degree/certificates that inform the enrollment strategy. Compile key insights into data-driven profiles to craft highly engaging recruitment and enrollment strategies. Categorize the prospect pool into data-driven profiles to inform subsequent engagement strategies.
- **Responsive Recruitment Design via EAB Student Journey.** Design a custom enrollment strategy for each program type according to student profiles. For each prospect, produce a personalized mix of recruitment touchpoints tailored to their unique student journey (e.g, welcome, nurture, application). Create and deploy a 2-question micro-survey, as applicable, to uncover individual prospect’s enrollment motivations and concerns. Create up to 3 versions of direct mail packages including personalized letter delivered to specific prospective students. Create a monthly newsletter, as applicable, to send to specific prospective students based on current student journey.
- **Multichannel Engagement Strategy.** Deploy effective, proven recruitment strategies to engage prospects with a variety of customized approaches. Provide at least 3 templates for each program type. Recommend email campaigns to respond to specific prospective students including, but not limited to, welcome emails, nurture emails, application emails, behavior-based trigger emails, and deadline emails.
- **Data-Driven Reporting, Analysis, and Optimization.** Analyze ongoing recruitment programs in the student journey and recommend periodic updates based on latest findings and learning agenda. Create and track customized, key performance indicators. Provide 24/7 access to data regarding recruitment and enrollment performance. Recommend actions to optimize the recruitment and enrollment strategy. Use best available data from the Organization to collaborate, analyze, and report on contribution of Program on enrollment outcomes.

C. Social Media Accounts

Organization’s HSC Enrollment Management staff agrees to establish or gain access to the following social media accounts as soon as practicable following the Program Term(s) and to collaborate with EAB agency on access to each such account as set forth below (each, a “**Social Media Account**” and collectively, the “**Social Media Accounts**”):

| Channel or Platform | EAB Access Requirements |
|---------------------|---|
| Facebook | <ul style="list-style-type: none"> • Assign EAB as a Facebook Page Admin for purposes of individualized prospect engagement. • Add EAB as a Partner and grant Leads Access Permissions for direct access inquiries generated from Facebook Lead Form ads |
| LinkedIn | <ul style="list-style-type: none"> • Assign EAB as a LinkedIn Page Admin for purposes of individualized prospect engagement. • Grant EAB “Sponsored Content Poster” and “Lead Gen forms Manager” permissions to create ads, if requested, and to access inquiries generated from LinkedIn Lead Form ads |

| | |
|--|---|
| Google Analytics | <ul style="list-style-type: none"> • Provide EAB with “Read & Analyze” access to your .edu Google Analytics account (the property level) to provide insight into campaign analysis and performance |
| Other social media accounts as mutually agreed upon by the Parties | <ul style="list-style-type: none"> • As mutually agreed, upon by the parties |

* Facebook Business Manager is a platform that enables Organization and EAB to integrate Facebook recruitment efforts. With Business Manager, Organization may run and track enrollment, manage assets such as your Facebook Pages, and add EAB to help manage your recruitment strategy.

** LinkedIn Campaign Manager is a platform to access Organization’s enrollment and manage Organization’s recruitment strategy.

*** Google Tag Manager is a tool to manage analytics and recruitment tools in your apps without having to rebuild and resubmit the applications' binaries.

For the avoidance of doubt, EAB shall have advertising access to each Social Media Account but shall not be responsible for posting content organically to any Social Media Account.

Organization agrees that EAB will collaborate with enrollment management to add the following pixels to Organization’s applicable landing pages: 1. Facebook Pixel; 2. LinkedIn Insight Tag; 3. Google Ads Remarketing. EAB may utilize the Pixels solely to provide the Services, including, but not limited to, measuring inquiry form submission and/or application submission.

D. Data & Technical Specifications

General Requirements: In order to provide Organization with the services outlined above in a timely and accurate manner, Organization agrees to complete the following requirements related to data exchange by the specified dates or milestones.

- Identify a Data Lead(s) within the HSC MarCom and HSC Enrollment Management Services and participate in Data Planning Call(s) within one (1) week of the execution of the Program Order Form
- HSC Enrollment Management will provide comprehensive and valid data files of all market leads generated by HSC MarCom on or before a date agreed upon in the Data Planning Call(s)
- HSC Enrollment Management will coordinate with EAB to ensure that the entering class data are reliable and valid. EAB will provide report iteration(s) for Organization to validate against their source systems
- HSC Enrollment Management will automate current entering class data feeds at EAB-requested frequency by the end of the data implementation

In the event Organization does not provide the above requirements within the period specified, EAB may assess a delay in Student Journey Campaign deployment.

Program Data Requirements: Pursuant to the timeline above, Organization will transmit valid data files from the below source systems to EAB’s secure data center that correspond to the applicable Program(s) provided herein.

| Program | Source Systems | Details |
|--------------------------|----------------------|---|
| Student Journey Campaign | SIS, ERP, and/or CRM | As deemed necessary by Enrollment Management staff, one-time delivery of historical entering class data (up to 5 finalized years) and ongoing data feeds of current entering class data |

Data Integration Services

EAB's Data Integration Services are a set of highly recommended yet optional delivery services provided at no additional cost to generate necessary Organization data from Organization's SIS, ERP or CRM to implement the Program(s) outlined herein. This service is available for the following source systems: Ellucian Banner, Campus-Vue, Peoplesoft, PowerCampus, Slate, Target X (includes Jenzabar JRM), Jenzabar CX, Jenzabar EX, CAMS, Hobsons Connect, Ellucian Colleague on SQL Server (not Unidata), and Campus-hosted or Cloud-hosted Ellucian Recruit/Recruiter (required connection to established backend database). If you have a different source system, EAB will conduct a feasibility assessment to determine if EAB can provide Data Integration Services for that system. EAB is not in any case responsible for third-party licensing fees to extract or integrate data from the above source systems as part of the Data Integration Services or any subsequent data integration or extraction work from any data source, even if provided as part of the Data Integration Services described below.

- *Implementation Support* – If applicable, in providing the Data Integration Services, EAB will, where possible:
 - Outline source data fields required for implementation of Program(s) in consultation with EAB staff and Organization subject matter experts;
 - Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of the Program(s);
 - Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by the Program(s); and
 - Work with Organization's staff to integrate the Data Integration Services queries or code into the production environment.
- *Institution Support Requirements* – If applicable, EAB will provide Organization with the Data Integration Services at no additional cost. Shortly after executing the Agreement, Organization and an assigned team of EAB employees will participate in a "Technical Planning Call" to discuss the project implementation and utilization of the Data Integration Services and will provide a project implementation plan. Organization is required to provide access to the applications named above within two (2) weeks of the Technical Planning Call.
- *Data Access Permissions* – Organization will coordinate the delivery to EAB of any and all confidentiality agreements, data use agreements, or similar agreements required by Organization's source system vendor(s) in order to permit EAB access to interact with Organization's source system(s) and deliver appropriate data feeds to EAB. All such documentation shall be delivered to EAB two (2) weeks after the Technical Planning Call.

Customized Support from EAB's Team of Experts

Our Multidisciplinary Team Is Focused on Your Day-to-Day Success

EAB Adult Learner Recruitment Team Overview





Master Agreement

The terms contained herein (the “**Terms**”) and any Program Order Form (each, an “**Order Form**”) to which these Terms are incorporated (collectively, the “**Agreement**”) constitute an agreement between the entity to which the Order Form is addressed (“**Organization**”) and the EAB entity listed on the Order Form (“**EAB**”) regarding the program(s) (the “**Program**”) and the services (the “**Services**”) described in the Order Form. Capitalized terms not otherwise defined herein will have the meanings given to them in the Order Form.

1. **Fees and Payment.** Organization will pay EAB fees for the Services as stated in the Order Form. Unless expressly stated otherwise in the Order Form, Organization shall pay EAB within 30 days of receipt of an invoice. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of 1% per month or (y) the maximum amount permitted by law. Organization will be responsible for all costs and expenses incurred by EAB in collecting any fees or other sums owed by Organization. If Organization fails to pay undisputed amounts in accordance with the Order Form, EAB shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to Organization, until such amounts are paid in full.
2. **Disputed Fees.** If Organization disputes any fees, taxes, or other charges invoiced by EAB, Organization shall notify EAB, in writing, of the disputed amount and provide any relevant information regarding the circumstances of the dispute. The parties agree to work cooperatively to resolve any such disputed amounts. If Organization fails to provide EAB with a dispute notice within ten (10) days following receipt of EAB’s invoice, then such amount is deemed undisputed and due to EAB.
3. **Taxes.** Organization will be responsible for payment of any applicable sales, use, and other applicable taxes, including the value-added tax, and all applicable export and import fees, customs duties and similar charges (other than taxes based on EAB’s income), and any related penalties and interest for the grant of the Services hereunder. If Organization is tax exempt and provides EAB with a valid tax exempt certificate issued by the relevant taxing jurisdiction, EAB will not charge Organization any taxes that Organization is not obligated to pay. Organization will make all required payments to EAB free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to EAB will be Organization’s sole responsibility, and Organization will, upon EAB’s written request, provide EAB with official receipts issued by appropriate taxing authorities, or such other evidence as EAB may reasonably request, to establish that such taxes have been paid.
4. **Organization-Provided Data.** In connection with the provision of the Services, Organization, directly or indirectly (including from an End User (defined below)) may provide or make available to EAB certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to EAB editing), and other intellectual property (collectively, “**O-P Data**”). Organization shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third party rights) relating to all O-P Data and the sharing of such data, and EAB does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful O-P Data used in connection with the Services. Unless otherwise required in order to provide the Services, EAB will have no obligation to archive, back up, or, following the term of the Agreement, retain, O-P Data, nor will EAB have any liability for any loss or corruption of O-P Data. “**End Users**” means end users of the Services who are not Personnel, including, as applicable, students and prospective students of Organization. For the avoidance of doubt, visitors to a Platform (as defined below) site other than Organization’s website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected from such visitors shall not be deemed to be O-P Data for purposes of the Agreement.
5. **Ownership.** Organization hereby grants EAB authorization to use O-P Data to the extent expressly authorized in these Terms. As between the parties, Organization owns the O-P Data. Organization hereby grants EAB a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the O-P Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Organization for any lawful purpose in EAB’s discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, EAB owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the O-P Data or other materials based on or incorporating O-P Data, except for the O-P Data therein) (collectively, the “**Materials**”), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by Organization by the Agreement. Organization is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of an Order Form, Organization’s rights to and its use of the applicable Services and the Materials shall promptly cease, except that Organization may continue to use any Materials solely for internal purposes. Upon request, Organization shall return any Materials if the continued use thereof would be prohibited under this Agreement.
To the extent Organization enrolls in additional EAB programs (each, an “**Additional Program**”), O-P Data collected or processed by EAB may be combined with the O-P Data collected or processed hereby as may be expressly directed by Organization to the extent allowed by law.
6. **Confidentiality; Reference.** Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by Organization in the Order Form or in a separate writing, EAB will keep confidential any and all O-P Data. Notwithstanding the foregoing, Organization agrees that EAB shall not be obligated to maintain the confidentiality of O-P Data that is known to EAB prior to receiving the O-P Data from Organization or that becomes known (independently of disclosure by Organization) directly or indirectly from a source other than one having an obligation of confidentiality to Organization or that is independently developed by EAB. Organization agrees that EAB may collect aggregated statistical data regarding Organization’s use of the Services and provide such aggregated statistical data to third parties.

The Materials are confidential to EAB and its suppliers, if any. Thus, Organization shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of EAB. In addition, except as required by law, Organization shall not disclose the fees charged by EAB to Organization to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Organization and, in each case, are bound by confidentiality obligations to Organization. Organization shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. “Personnel” means a party’s officers, directors, trustees, employees, and agents. Notwithstanding the foregoing, a party may disclose O-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party’s rights under the Agreement, including to make such court filings as it may be required to do.

EAB may use Organization’s name on a list of organizations in EAB programs.

7. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EAB OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EAB AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY ORGANIZATION TO EAB FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM EAB’S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, EAB WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY ORGANIZATION AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) ORGANIZATION’S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO ORGANIZATION IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH O-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO EAB BY THE ORGANIZATION.
8. Warranties. EAB represents and warrants that it will provide the Services in a professional and workmanlike manner. Organization represents and warrants that (a) its signatory is authorized to enter into this Agreement and any Order Form on behalf of Organization, and (b) (i) its provision of O-P Data and (ii) its and its Authorized Users’ receipt of and access to the Services (including the Software and O-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children’s Online Privacy Protection Act (COPPA) and shall not provide O-P Data to EAB collected by the Organization in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the O-P Data and for such O-P Data to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to FERPA. EAB makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such O-P Data or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED “AS IS,” AND EAB MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. EAB DOES NOT WARRANT THAT THE SERVICES WILL MEET ORGANIZATION’S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND EAB IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
9. Essential Basis of the Agreement. Organization acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in these Terms form an essential basis of the Agreement, that the parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in the Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.
10. Termination. Except as otherwise provided in an Order Form, any Order Form may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the respective Order Form or the Agreement, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) EAB, all fees due to EAB under the Agreement shall promptly become due and payable and (ii) Organization, EAB will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, EAB will be released from any further obligation to provide the applicable Services. For purposes of clarity, solely the Order Form under which or in relation to which a party has failed to perform a material obligation of this Agreement or such applicable document may be terminated; an unaffected Order Form may not be terminated.
11. Independent Contractor; Subcontractors. In performing the Services, EAB acts as an independent contractor and not as Organization’s employee or agent. EAB shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and the Services hereunder.
12. Assignment; Successors. The Agreement is not assignable by Organization without EAB’s prior written consent. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

13. Notice. Any notices under the Agreement shall be in writing and sent by overnight courier, mail, or facsimile. For EAB, notice shall be sent to EAB Global, Inc., Attn: General Counsel, 2445 M Street, NW, Washington, DC 20037, facsimile number (202) 747-1010. For Organization, notice shall be sent to the name and address set forth in the Order Form.
14. Entire Agreement; Amendment. The Agreement consists only of the Order Form, these Terms and any supplemental terms attached hereto and, once executed and delivered by the parties, supersedes in its entirety all other understandings and agreements regarding the provision of the Services. This Agreement constitutes a legal, valid, binding, and enforceable obligation of each party. In the event of an express conflict between any provision of these Terms and of an Order Form, the provision of the applicable Order Form shall control. EAB reserves the right to modify or revise these Terms at any time and shall post such revised Terms at <http://eab.com/terms/master>.
15. General. Except for the Standard Addendum to the Agreement, these Terms shall govern and shall take precedence over any different or additional terms and conditions which Organization may have included in any documents attached to or accompanying the Order Form. Any handwritten changes on the face of this document shall be ignored and have no legal effect.
16. Governing Law; Survival. The Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules or the United Nations Convention on the International Sale of Goods. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts situated in the District of Columbia, in connection with any action to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement, or otherwise arising under or by reason of the Agreement. Sections 2 through 26 of these Terms, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.
17. Headings; Interpretations Construction; Severability. The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. The Agreement shall be construed fairly according to its terms, without regard to the drafter of any provision hereof. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Agreement: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants, and restrictions of the Agreement shall remain in full force and effect.
18. Force Majeure. Either party shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection, or riot or any other cause beyond the reasonable control of the party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
19. Remedies. Except where otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.
20. No Waiver. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
21. No Third Party Beneficiaries. The parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the parties, their successors, and permitted assigns. Nothing in the Agreement, whether express or implied, will confer upon any person or entity, other than the parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.
22. Counterparts; Facsimile. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to the Agreement by electronic communication shall be effective to the same extent as if such party had delivered a manually executed counterpart.
23. Enrollment Services Program Supplement. The Enrollment Services Program Supplement to Master Agreement available at <http://eab.com/terms/ES> and incorporated herein by reference is applicable to any Order Form for any EAB Enrollment Services Program.
24. Technology Program Supplement. The Technology Program Supplement to Master Agreement available at <http://eab.com/terms/tech> and incorporated herein by reference is applicable to any Order Form for any EAB Technology Program.
25. Data Processing Addendum. The Data Processing Addendum available at <http://eab.com/DPA> ("DPA") and incorporated herein by reference is applicable to any Order Form for Services if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("GDPR"), only to the extent that (i) Organization is the Controller (as defined in the DPA) of Personal Data and EAB is a Processor of Personal Data, and (ii) the Services involve the Processing of O-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.
26. Agency Program Supplement. The Agency Program Supplement to Master Agreement available at <http://eab.com/terms/agency> and incorporated herein by reference is applicable to any Order Form for any EAB Agency Program.



Enrollment Services Program Supplement to the Master Agreement

This Enrollment Services Program Supplement (“**Supplement**”), applicable to any Enrollment Services program, supplements and amends the Master Agreement as set forth herein. Capitalized terms not otherwise defined herein will have the meanings given to them in the Master Agreement.

- a. **EAB Ownership of Certain Materials.** The definition of Materials as set forth in the Master Agreement shall also include (i) the components displayed by EAB on behalf of Organization (except the O-P Data therein) on any Platform (as defined below), including without limitation, (i) taxonomy, graphics, icons, logos, buttons and aggregated data compilations; (ii) any photographs, 360 degree panoramas, videos and other media specific to Organization edited by EAB whether or not such original media was created by EAB or supplied by Organization (“**Edited Media**”); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by EAB in the course of providing the Services and any related data collected, (iv) any and all software used to provide virtual experiences on any Platform, (v) any and all Cappex Inquiries and Cappex Candidates, and (vi) any trademarks, logos and service marks of EAB displayed on any Platform. Organization may not modify, decipher, decompile, disassemble, reverse engineer, distribute, transmit, republish, display or perform any of the Materials (i) except as expressly authorized in the Agreement, or (ii) without EAB’s prior written consent. EAB may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by Organization. For purposes of this Supplement, “Platform” shall mean any site to which the Services are posted, including (i) www.eab.com; (ii) www.youvisit.com; (iii) www.cappex.com or www.collegegreenlight.com; (iv) Organization’s website, mobile applications and/or online services; (v) any website or mobile applications hosted by EAB on behalf of Organization; and (vi) any EAB partner or affiliate website.
- b. **FERPA.** (a) Subject to subsection (b), and to the extent that EAB receives from Organization or otherwise has access to, on behalf of Organization, personally identifiable information from a student education record (collectively, “**Student Records**”), EAB agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively, “**FERPA**”). (b) Organization agrees (i) that EAB is performing for Organization an institutional service or function for which Organization would otherwise use its employees, (ii) that Organization will retain control over all education records provided to EAB, and (iii) that Organization is responsible for complying with FERPA, including with respect to the annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to EAB.
- c. **Compliance with Laws.** EAB represents, warrants, and covenants that the compensation of its employees, subcontractors or other persons who perform any student recruitment activities for Organization (if any) under the Agreement or any Order Form is and will be in material compliance with Section 487(a)(20) of the HEA (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)), (the “**Incentive Compensation Rules**”), to the extent applicable. In the event the Incentive Compensation Rules change during the term of the Agreement or the Department of Education revises or issues official guidance concerning such regulations such that, in either case, the calculation and payment of fees as structured under the Agreement is no longer feasible, the parties will promptly negotiate in good faith an amendment to the Agreement to comply with such change and to preserve, as nearly as practicable, the payment provisions and other economic benefits and terms of the Agreement. Organization and EAB agree that Organization is solely responsible for making final decisions about enrollments and enrollment targets for all campaigns.

Organization shall be responsible for obtaining and maintaining eligibility for student financial aid under Title IV of the HEA and the rules and regulations thereunder, for obtaining and maintaining all necessary state authorizations and approvals, and formaintaining all institutional and programmatic accreditations necessary to offer its programs. Organization shall promptly notify EAB in writing and provide EAB with copies of key communications from any accreditor or regulatory body in the event it is notified that any Organization approval, accreditation, or authorization is, or is threatened to be, materially modified, suspended, or terminated.

To the extent the Services include marketing activities, EAB shall send to Organization for its review and approval a proof of the final template for each communication (e.g., copy of an email and/or direct mail) prior to distribution of such communication. If Organization discovers any problems after issuing its approval, Organization will immediately notify EAB and instruct EAB on all necessary corrections. If there are any subsequent changes in the marketing communications or campaign details, Organization will review again according to the above procedure. Organization shall review all marketing materials created by EAB for Organization to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education’s misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable Federal Trade Commission laws, regulations, or guidelines and all other consumer marketing laws and regulations. Organization will be solely responsible for: (a) the design of any marketing program created as part of the Services, including the use of the Inquiries and Candidates, and its compliance with applicable laws, rules, and regulations; (b) the content of any mailings to a prospective student or his/her families for completeness and accuracy.

Organization agrees to carry out, or cause to be carried out, the processing and awarding of all aspects of the financial aid process in compliance with federal regulations. Organization will exercise complete control of all aspects associated with the awarding of financial aid, including budget and disbursement schedules. It is understood and agreed that the Agreement does not render EAB as a “Third Party Servicer” as that term is defined at 34 C.F.R. § 668.2 and EAB is not subject to the requirements of 34 C.F.R. § 668.23 or 34. C.F.R. § 668.25. Organization shall not report or characterize EAB to the U.S. Department of Education or any regulatory agency as such, and EAB shall not undertake any work pursuant to the Agreement inconsistent with this section.

- d. Cappex Inquiries and Cappex Candidates. Subject to the execution of an applicable Order Form, EAB may license to Organization lead information concerning individuals who meet the criteria specified in the applicable Order Form (“**Cappex Inquiries**” or “**Cappex Candidates**”, as applicable) solely in connection with and for the purpose of outreach and recruitment services related to Organization’s academic programs and offerings as may be further described in the Order Form, and in compliance with applicable law (the “**Purpose**”). Organization may not, directly or indirectly, rent, license, sell, or otherwise transfer Cappex Inquiries or Cappex Candidates provided by EAB to other third-party advertisers or lead aggregators, provided however, that Organization may share Cappex Inquiries information with its operational service providers who are engaged to assist Organization in carrying out the Purpose.
- e. Amendment. EAB reserves the right to modify or revise this Supplement at any time, and shall post such modified or revised terms at <http://eab.com/terms/ES>.
- f. Survival. Sections (b) through (f) of this Supplement, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.
- g. Virtual Tours. The Agency Program Supplement to Master Agreement available at <http://eab.com/terms/agency> and incorporated herein by reference is applicable to any Order Form that includes YouVisit and/or Virtual Tour services.



Technology Program Supplement to Master Agreement

This Technology Program Supplement (“**Supplement**”), applicable to any Technology Program, supplements and amends the Master Agreement as set forth herein. Capitalized terms not otherwise defined herein will have the meanings given to them in the Master Agreement.

- a. Site and Software; License. As part of the Services, Organization may be provided access to a password-protected website as described in the Order Form (“**Site**”). During the term of the Agreement (and subject to its terms), EAB grants Organization a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use the Software via the Site through use of the unique user identifiers provided to Organization (“**Identifiers**”), solely for purposes of (a) creating and viewing analyses and reports based on the O-P Data, and (b) obtaining other information made available through the Software. Organization agrees that access to and use of the Services may require an End User to agree to terms of use provided by EAB. “**End Users**” are end users of the Services who are not Personnel, including, as applicable, students and prospective students of Organization.
For purposes of these Supplemental Terms, “**Software**” is any software to which Organization is provided access as part of the Services, including software provided by a third party, and is included in the defined term Services. EAB and its suppliers and licensors reserve the right to update or enhance the Software at any time. EAB may require Organization to agree to additional legal terms and conditions required by third parties who provide portions of the Services before accessing or using such Services.
- b. Authorized Users. Organization shall only allow its employees, authorized Personnel, End Users and other individuals or entities authorized by EAB in the Order Form to access and use the Software as “**Authorized Users**,” solely in accordance with the terms of the Agreement. Organization shall ensure that the number of Authorized Users accessing and using the Software shall not exceed the number specified in the Order Form, and shall be solely responsible for ensuring that Authorized Users only access the portions of the Site that they are legally permitted to access. Organization shall, and shall ensure that its Authorized Users shall, solely use the Services for the benefit of the Organization site(s) specified in the Order Form (each, an “**Organization Site**”) and solely for Organization’s own internal operations. Organization shall not, and shall ensure its Authorized Users do not, (a) use the Services in any manner or for any purpose that violates any law or regulation, or any right of any person, including, without limitation, intellectual property rights, (b) modify, alter, reverse engineer, decompile, or disassemble the Software or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Organization acknowledges that nothing in the Agreement will be construed to grant Organization any right to obtain or use such code, (c) use the Services to transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs, (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein, (e) attempt to gain unauthorized access to the Services, computer systems or networks related to the Services, or (f) interfere with another user’s use and enjoyment of EAB’s Services and Software. Organization is responsible for any breach of its obligations, representations and warranties within the Agreement by any Authorized User, any other of its Personnel, or any other person within its control or to whom it grants access. For purposes of these Supplemental Terms, “**Personnel**” means a party’s officers, directors, trustees and employees.
- c. Connectivity. Organization is solely responsible, at its own cost and expense, for acquiring, installing and maintaining all connectivity and other equipment, hardware, software, and bandwidth as may be necessary for it and its Authorized Users to connect to and use the Site and Software.
- d. FERPA. (a) Subject to subsection (b), and to the extent that EAB receives from Organization or otherwise has access to, on behalf of Organization, personally identifiable information from a student education record (collectively, “**Student Records**”), EAB agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively “**FERPA**”). (b) Organization agrees (i) that EAB is performing for the Organization an institutional service or function for which the Organization would otherwise use its employees, (ii) that the Organization will retain control over all education records provided to EAB, and (iii) that the Organization is responsible for complying with FERPA, including with respect to the annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to EAB.
- e. Limitations on Liability. EAB will not be liable in respect of the following: (a) any decisions made by Organization as a result of the performance of the Services (including the Software) or as a result of any transactions made using the Software by any person using one of the Identifiers, or in reliance upon any of the Materials, or (b) Organization’s misuse of the Services, Materials or other data provided to Organization in connection with the Services.
- f. Amendment. EAB reserves the right to modify or revise this Supplement at any time and shall post such modified or revised terms at <http://eab.com/terms/tech>.
- g. Survival. Sections (e) through (g) of this Supplement, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) supplements and amends the Master Agreement with regards to the processing of EU Personal Data. This Addendum applies to EAB’s processing of Personal Data provided by Organization to EAB. Except as expressly stated otherwise, in the event of any conflict between the terms of this Addendum, including any policies or appendices referenced herein, and the Master Agreement, the terms of this Addendum shall take precedence. Capitalized terms not otherwise defined herein will have the meanings given to them in the Master Agreement.

I. Definitions:

- a. **Data Protection Legislation:** all applicable legislation relating to the protection and processing of Personal Data in any relevant jurisdiction, including (without limitation): the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the ePrivacy Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, or any other legislation which implements any other current or future legal act of the European Union concerning the protection and processing of personal data and any national implementing or successor legislation), and including any amendment or re-enactment of the foregoing;
- b. **Personal Data:** has the meaning given to it in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which EAB is a processor in connection with the performance of its obligations under the Master Agreement; and
- c. **“Data Subject”, “processing and process”, “Supervisory Authority”, “controller”, “processor” and “appropriate technical and organisational measures”** shall have the meanings given to them in the Data Protection Legislation.

II. Instructions

- a. EAB will comply and will procure that its employees, agents and subcontractors comply with their respective obligations under the Data Protection Legislation and will not do or omit to do anything that would cause Organization to breach their obligations under the Data Protection Legislation.
- b. The parties acknowledge and agree that for the purposes of the Data Protection Legislation, Organization is the controller and EAB is the processor of the Personal Data. Each Program Order Form sets out the scope, nature and purpose of processing by EAB, the duration of the processing and the types of personal data and categories of Data Subject. In no circumstances shall EAB be entitled to process the Personal Data for its own purposes.

III. Obligations on Organization

In relation to the processing of Personal Data, Organization confirms, represents and warrants that it acts as a controller and that it shall:

- a. comply with Data Protection Legislation when processing Personal Data to the extent it does not conflict with US laws and the laws of the State of Texas, and shall only give lawful instructions to EAB;;
- b. rely on a valid legal basis under Data Protection Legislation in order to process the Personal Data and share the Personal Data with EAB, including obtaining Data Subjects’ consent if required or appropriate under Data Protection Legislation;
- c. obtain appropriate consents from Data Subjects for the purposes of direct marketing activities (whether conducted by the Company or the Customer) and provide the necessary opportunity for Data Subjects to opt-out of such processing, in accordance with applicable Data Protection Legislation;
- d. provide appropriate notice to the Data Subjects regarding the processing of Personal Data, in a timely manner and in accordance with the requirements of the applicable Data Protection Legislation;
- e. take reasonable steps to ensure that Personal Data is accurate, complete and up to date, is limited to what is necessary for the purposes of the processing and is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed, unless a longer retention period is required under applicable law;
- f. implement appropriate technical and organizational measures to ensure, and to be able to demonstrate that the processing of Personal Data is performed in accordance with applicable Data Protection Legislation; and
- g. cooperate with EAB to fulfil their respective data protection compliance obligations in accordance with Data Protection Legislation.

IV. Obligations on EAB

In processing Personal Data on behalf of Organization, EAB acting as processor shall:

- a. only act on the instructions of Organization as set out in the Master Agreement or as otherwise documented by Organization, unless any EU or Member State law requires otherwise, in which case, EAB shall promptly notify Organization of such legislative requirement before processing Organization’s Personal Data (unless EAB is barred from notifying Organization under any EU or Member State law);

b. implement and maintain at all times during the term of the Master Agreement appropriate technical and organizational measures to protect Organization's Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, in each case, taking into account applicable requirements under the Data Protection Legislation, and shall continue to comply with them during the term of the Master Agreement;

c. grant access to the Personal Data to persons authorized to process the Personal Data, including but not limited to: (i) employees who require access to the Personal Data to enable EAB to perform its obligations under the Master Agreement; and (ii) subject to Clause IV(e), EAB contractors, agents, outsourcers, and approved subcontractors who require access to the Personal Data to enable EAB to perform its obligations under the Master Agreement (the "**Authorized Persons**") and, shall in each case, ensure such Authorized Persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;

d. transfer the Personal Data to, or process the Personal Data in, any country outside the European Economic Area where necessary to perform its obligations under the Master Agreement, and shall do so in accordance with Data Protection Legislation. Organization hereby authorizes such cross-border transfer of Personal Data and confirms, represents and warrants that it shall comply with any applicable requirements under Data Protection Legislation in respect of such transfers;

e. not engage any sub-processor of the Personal Data without a general written authorization of Organization, attached hereto as Attachment A, and EAB shall inform Organization of any intended changes concerning the addition or replacement of other sub-processors, to give Organization the opportunity to object;

f. as requested by Organization, provide reasonable assistance to Organization (at Organization's cost) with responding to any request from a Data Subject, and shall provide reasonable assistance to Organization in relation to Organization's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with Supervisory Authorities;

g. at Organization's written request, EAB shall, and shall instruct all Authorized Persons to, (at Organization's election), delete or return, to the extent technically possible, all Personal Data to Organization (and delete all existing copies), unless it is necessary for EAB to retain one copy of the Personal Data to comply with any EU or Member State law; and

h. maintain and make available to Organization, on Organization's request, all information necessary to demonstrate its compliance with this Addendum and allow for audits and inspections by Organization or Organization's designated auditor on reasonable written notice.

ATTACHMENT A

GENERAL AUTHORIZATION OF SUB-PROCESSORS

Data Processor is authorized by Data Controller to engage the following types of sub-processors when it is processing personal data on behalf of Data Controller and such data is subject to GDPR:

For any EAB Enrollment Services Program:

- Data storage provider
- Data entry and verification providers
- Cloud communication provider to send and receive text messages
- Display advertising platform
- Marketing automation platform
- Business intelligence and reporting platform
- Payment processor for application and deposit fees
- Print and mail shops
- For adult learner recruitment programs only, data integration platform

For any EAB Technology Program

- Data storage and data lake providers
- Help center and service desk support providers
- User experience analysis
- Marketing automation platform
- Analytics dashboard provider
- Contracted developers

For any EAB Agency Program

- Data storage and data lake providers
- Business intelligence and reporting platform



Agency Services Program Supplement to the Master Agreement

This Agency Services Program Supplement (“**Supplement**”), applicable to any Agency Services program, supplements and amends the Master Agreement (the “**Agreement**”) as set forth herein. Capitalized terms not otherwise defined herein will have the meanings given to them in the Master Agreement.

- a. EAB Ownership of Certain Materials. The definition of Materials as set forth in the Master Agreement shall also include (i) the components displayed by EAB on behalf of Organization (except the O-P Data therein) on any Platform (as defined below), including without limitation, (i) taxonomy, graphics, icons, logos, buttons and aggregated data compilations; (ii) any photographs, 360 degree panoramas, videos and other media specific to Organization edited by EAB whether or not such original media was created by EAB or supplied by Organization (“**Edited Media**”); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by EAB in the course of providing the Services and any related data collected, (iv) any and all software used to provide virtual experiences on any Platform, (v) any and all Cappex Inquiries and Cappex Candidates, and (vi) any trademarks, logos and service marks of EAB displayed on any Platform. Organization may not modify, decipher, decompile, disassemble, reverse engineer, distribute, transmit, republish, display or perform any of the Materials (i) except as expressly authorized in the Agreement, or (ii) without EAB’s prior written consent. EAB may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by Organization. For purposes of this Supplement, “Platform” shall mean any site to which the Services are posted, including (i) www.eab.com; (ii) www.youvisit.com; (iii) www.cappex.com or www.collegegreenlight.com; (iv) Organization’s website, mobile applications and/or online services; (v) any website or mobile applications hosted by EAB on behalf of Organization; and (vi) any EAB partner or affiliate website. Without prior approval of EAB, Organization agrees that it will not publish or redistribute in any form any portion of EAB created photographs, 360 degree panoramas, videos, and any other media, to the extent such media contains the image or audio of any EAB employee or third party contractor or any actor hired in connection with any virtual experience, except with respect to an actor as may be contained in a completed and approved virtual experience.

For the avoidance of doubt, Organization owns any unedited source content that is delivered to Organization by EAB and is not edited by EAB in connection with the Services.

- b. FERPA. (a) Subject to subsection (b), and to the extent that EAB receives from Organization or otherwise has access to, on behalf of Organization, personally identifiable information from a student education record (collectively, **Student Records**), EAB agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively **FERPA**). (b) Organization agrees (i) that EAB is performing for the Organization an institutional service or function for which the Organization would otherwise use its employees, (ii) that the Organization will retain control over all education records provided to EAB, and (iii) that the Organization is responsible for complying with FERPA, including with respect to the annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to EAB.
- c. Compliance with Laws. EAB represents, warrants, and covenants that the compensation of its employees, subcontractors or other persons who perform any student recruitment activities for Organization (if any) under the Agreement or any Order Form is and will be in material compliance with Section 487(a)(20) of the HEA (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)), (the “**Incentive Compensation Rules**”), to the extent applicable. In the event the Incentive Compensation Rules change during the term of the Agreement or the Department of Education revises or issues official guidance concerning such regulations such that, in either case, the calculation and payment of fees as structured under the Agreement is no longer feasible, the parties will promptly negotiate in good faith an amendment to the Agreement to comply with such change and to preserve, as nearly as practicable, the payment provisions and other economic benefits and terms of the Agreement. Organization and EAB agree that Organization is solely responsible for making final decisions about enrollments and enrollment targets for all campaigns.

To the extent the Services include marketing activities, EAB shall send to Organization for its review and approval a proof of the final template for each deliverable (e.g., website design, tour) prior to finalization of such deliverable. If Organization discovers any problems after issuing its approval, Organization will immediately notify EAB and instruct EAB on all necessary corrections. If there are any subsequent changes in the deliverable, Organization will review again according to the above procedure. Organization shall review all marketing deliverables created by EAB for Organization to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education’s misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable Federal Trade Commission laws, regulations, or guidelines and all other consumer marketing laws and regulations. Organization will be solely responsible for the design of any marketing program created as part of the Services and its compliance with applicable laws, rules and regulations.

- d. General Posting and Acceptable Use Terms. Organization represents and warrants that it will comply with the General Posting and Acceptable Use Terms available at http://eab.com/terms/agency_acceptableuse.
- e. Liability. To the extent that the Services include the Panoramic Accelerated Capture Kit that enables Organization to self-capture 360 video and 360 photos (the “**PACK**”), Organization is solely responsible for any Damages (as defined below) to the PACK caused by Organization. “Damages” means losses, damages, liabilities, claims, costs, or expenses of any kind.

- f. Video Player. To the extent the Services include posting video content to an embedded video player, Organization (i) acknowledges that such content will be accessed by EAB through such video player, and (ii) Organization acknowledges and agrees that any such video content will be subject to separate terms of use of the operator of the video player.
- g. EAB Capture of Media. To the extent that Organization requests that EAB capture or create any media including any photographs, 360 degree panoramas, videos or audio, Organization agrees that EAB has Organization's permission to enter Organization's premises and that Organization will be responsible for obtaining any permissions that may be required of any individuals appearing in such media and for clearance of any other intellectual property rights of a third party in such media. EAB and Organization shall coordinate in advance the dates at which EAB representatives will be on Organization's property to capture or create any such media. EAB will not make any virtual experience specific to Organization publicly available without prior consent of Organization.
- h. Improvements to Platform. EAB may update and enhance the Platform at any time and Organization agrees that, so long as such changes are not contrary to, or less than, any of the rights that it is entitled to receive under the products or services purchased as set forth in any Order Form, EAB may make any such changes to the Platform in its sole discretion.
- i. Amendment. EAB reserves the right to modify or revise these Terms at any time, and shall post such modified or revised Terms at <http://eab.com/terms/agency>.
- j. Survival. Sections (b) through (h) of this Supplement, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement. _



General Posting and Acceptable Use Terms

These General Posting and Acceptable Use Terms supplements and amends the Agency Services Program Supplement to the Master Agreement (the "**Agreement**") as set forth herein. Capitalized terms not otherwise defined herein will have the meanings given to them in the Agency Services Program Supplement.

- i. If Organization provides or transmits to EAB any communications, or provides, posts or uploads any content in connection with the Services via the user interface, including any data, audio, photographs, 360° panoramas, videos, questions, comments, suggestions, or the like ("**Organization Materials**"), all such Organization Materials are, and will be treated as, non-confidential materials for display in connection with the Services. Pursuant to the terms of the Agreement, Organization hereby grants to EAB a non-exclusive, royalty free, worldwide, non-transferable and non-assignable (except to the extent that the Agreement itself may be assigned if approved in writing by Organization) and non-sublicenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display the same throughout the world in any media as provided in the Agreement.
- ii. For Organization Materials provided to EAB, or posted or uploaded by Organization in connection with the Services, Organization agrees that the providing or transmitting, or posting or uploading of such Organization Materials shall be in accordance with applicable international, federal, state and local laws and that Organization will not transmit or post or upload anything that would give rise to any civil or criminal liability for any party or otherwise violate any applicable law. Organization will not post any proprietary product, marketing, advertising or other similar ideas in connection with the Services.
- iii. Organization may not provide or transmit, or post or upload, anything that (a) violates the copyright, privacy, confidentiality, publicity or intellectual property rights of any person or reveals any information that should be known to the user to be confidential or proprietary, (b) is false, misleading, defamatory, obscene, indecent, threatening, harassing, harmful or that could constitute an incitement to unlawful conduct or (c) violates any acceptable use policy that EAB may provide to Organization.
- iv. EAB will periodically review the contents of the Organization Materials posted or uploaded by Organization and reserves the right to remove or edit such content after, if practicable, providing reasonable written notice to Organization with an opportunity to cure, but shall have no obligation to do so.
- v. Organization represents and warrants that Organization owns or otherwise controls all of the rights to the Organization Materials that are provided, transmitted, posted or uploaded by Organization; that the content in the Organization Materials is accurate, that use of the content in the Organization Materials does not violate the Agreement, will not cause injury to any person or entity and will not infringe upon the rights of any third party. EAB takes no responsibility and assumes no liability for any content that is provided or transmitted to EAB, or posted or uploaded in connection with the Services, by Organization.
- vi. EAB does not grant Organization a license to download or modify any information from the Services or modify the Services or any portion of the Services without the express written consent of EAB.
- vii. Other than as otherwise set forth herein, EAB does not grant Organization a license for any resale or commercial use of the Services or the EAB website (eab.com) (the "**EAB Website**"), or its contents; any derivative use of the Services or the EAB Website or its content; any downloading or copying of the Services or the EAB Website for the benefit of another merchant; or any use of data mining, robots or similar gathering and extraction tools.
- viii. Other than as otherwise set forth herein, Organization may not use the Services or the EAB Website or post any Organization Materials on any Platform or EAB Website of a commercial nature without the prior written consent of EAB, including, but not limited to, junk mail, spam, chain letters or any other form of solicitation not directly related to the purposes of the Services or the EAB Website.
- ix. The Services, the Materials and EAB Website and any portion of the same may not be reproduced, copied, duplicated, sold, resold, visited or otherwise exploited for any commercial purpose without the express written consent of EAB.
- x. Organization may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information of EAB or any of its suppliers without the prior express written consent of EAB. Organization may not use any meta tags or other "hidden text" utilizing the EAB Trademarks without EAB's prior written consent.
- xi. Except as expressly permitted in the Agreement, Organization is expressly forbidden to sell, trade or distribute the content of the Services, the Materials or the EAB Website or any data obtained from it to anyone.
- xii. To the extent that the Services include Content Licensing and/or 360 Photo Licensing, Organization is expressly prohibited from posting any Materials in connection with any products or services that have a similar purpose to or overlapping functionality with, or in any way competes with (or could compete with) any Services.
- xiii. Except as expressly permitted in the Agreement, in no event may the EAB Website or the Services or Materials be used or linked to any third party charging a fee for access to the EAB Website or Services or for access to any information gathered therein, including, without limitation, any product or pricing information.
- xiv. The use of the Materials by Organization, or anyone else authorized by Organization, is prohibited unless specifically permitted herein or specific permission is provided elsewhere on the EAB Website, and any unauthorized use of the same may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes and will automatically terminate the permission or license granted to Organization by EAB.
- xv. EAB may form relationships with other third parties or sites on the Internet that promote the company on their sites and its service. EAB shall make all reasonable efforts to ensure these third parties post accurate and complete data, however, there may be instances when information on the EAB Website contains inaccurate or incomplete data, including data about the price and availability of the Services. Any concerns regarding such third party content should be directed to EAB for resolution.

- xvi. Organization may not use, post or transmit any device, software, routine, virus, spam, mass e-mail commercial material, corrupted data or otherwise attempt to or intend to interfere with or damage the proper workings of the EAB Website or the Services, or any activity that is conducted at the EAB Website or the Services or to damage or intercept any data or information at the EAB Website or the Services. Organization may not delete or revise any material posted by EAB at the EAB Website. Organization may not violate or attempt to violate the security, efficiency, reliability or integrity of the EAB Website or its contents in any way.
- xvii. EAB may post advertisements and/or other promotions that do not require any action by Organization on the EAB Website. If there are advertisements and/or promotions that require any action by Organization, EAB agrees that it will obtain the consent of Organization prior to posting any such advertisement and/or promotions. EAB shall not include Organization's name or logo in any advertisements, promotional, or marketing which would express or imply Organization's endorsement of EAB or any affiliate.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** ("University") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of the Agreement. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. University represents and warrants that funds sufficient to meet all financial obligations hereunder for Year 1 of the Program Term have been allocated and are available. Further, Vendor agrees and understands that from the first anniversary of the start date of the Program Term, the financial obligations of University to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the University. In the event that the entities controlling such funding fail to appropriate funds and University has determined, in University's sole discretion, that there are insufficient funds available to cover University's obligation for the upcoming Year under this Agreement, University shall have the right to terminate the Program Order Form for the upcoming Year without damage, penalty, cost, or further obligation, provided: (i) University has notified Vendor in writing of its intention to exercise such option at least 90 days in advance of such anniversary of the start date of the Program Term; and (ii) University has provided sufficient documentation of such decrease in appropriation of funds.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University upon request or to preserve all contracting information according to University's records retention requirements as reasonably requested.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Access to Confidential Information. If the performance of the Agreement contemplates the sharing with, and/or storing of information by Service Provider that is confidential, highly sensitive, and/or protected by law (the "Confidential Information"), vendor shall comply with any and all applicable state and federal laws governing the use and/or safe-keeping of the Confidential Information to the extent applicable to its performance under the Agreement, including but not limited to, the Family Educational Rights and Privacy Act, and amendments thereto (collectively, "Privacy Laws"). Vendor agrees to protect the privacy and security of University's Confidential Information with no less than commercially reasonable standards and in accordance with applicable law.

University Rights in University Data. University retains all rights to, title to, and interest in University data. Upon thirty (30) days written notice following the termination of the Agreement, Vendor shall destroy or return all University data in its possession in an agreed upon format. In case of destruction of the University data, such destruction shall be accomplished in accordance with commercially reasonable standards. Vendor will certify in writing to University that such return or destruction has been completed.

Data Breach. A Data Breach is any intentional or unintentional actual release of or actual unauthorized access to University's Confidential Information or data to or from an unauthorized environment. Vendor must notify University within seventy-two (72) hours of any verified Data Breach. In the event of such breach, Vendor will reasonably assist University in its Data Breach response efforts.

De-identified Data. In demonstrating the services, for benchmarking purposes, or in publications, marketing materials, or presentations, Vendor may only use, copy, display, demonstrate, publish, market, present, or use de-identified University data. Vendor will ensure that all de-identified data released, even sequentially, does not inadvertently contain data that can be aggregated in such a manner as to reveal identities. No de-identified data may be shared unless Vendor ensures compliance with applicable laws.

No Unilateral Change of Terms. No changes in the terms and conditions of this Agreement, terms and conditions of use or in Vendor's policies shall be enforceable against University unless approved by an authorized signatory of University.

Use of University marks. Vendor will not use the name or logo of University in any advertising or promotional material except with the prior review, approval, and express written permission of the University, which shall not be unreasonably withheld. Notwithstanding the above, Vendor may add the University's non-stylized name to a simple list of customers if such use is a statement of fact, and not for promotional or publicity purposes.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.