

07/07/2022

NEW MEXICO STATE UNIVERSITY

**Re: Addendum to Enrollment Services Contract (“Addendum”)**

Dear Seth:

Thank you again for your current enrollment in the EAB’s Undergraduate Enrollment Services/Enroll360 program (the “**Program**”). New Mexico State University (“**Organization**” or “**you**”) enrolled in the Program with EAB Global, Inc. (“**EAB**”), pursuant to the agreement dated 12/31/21 (as may be previously supplemented and amended, the “**Agreement**”).

This addendum (“**Addendum**”) to the Agreement shall confirm our discussions regarding the update to the Scope of Services in connection with the utilization of the Parchment Platform, in lieu of SENDeDu, for the electronic submission of documents required for admissions (the “**Parchment Services**”). This Addendum is separate from and does not affect the Agreement, except that the terms and conditions in the Agreement are hereby incorporated and made a part of this Addendum. All terms and conditions and services specified under the Agreement, including Term dates, invoicing, and payment, remain in full force and effect. In the event of a conflict between the Addendum and the Agreement, then the Addendum shall control only for the Parchment Services detailed below and terms and conditions specified herein.

**I. New Services**

Under the terms of this Addendum, Organization may have access to the Parchment Services described below, at such time as EAB implements the Parchment Platform in its sole discretion:

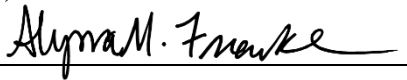
The Parchment Platform will be available for students applying with an EAB Custom Application to enable secure electronic submission of documents required for admissions, including a high school transcript. EAB will process and facilitate transfer of student applicant data to Parchment to be joined with documents transferred through the Parchment Platform.

The Parchment Platform shall replace SENDeDu in its entirety.

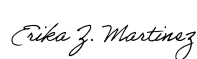
**II. Enrollment**

To initiate your receipt of Parchment services under the terms of this Addendum, please return a signed copy of this Addendum via facsimile to **Nathanael Summer** at **nsummer@eab.com** no later than **07/15/2022**.

**EAB Global, Inc.:**

Signature:   
Name: Alyssa Franklin  
Title: Executive Director  
Date: 7/7/2022

**New Mexico State University]:**

Signature:   
Name: Erika Z. Martinez  
Title: Interim Director, Procurement Services  
Date: Aug 4, 2022



118 Congress Street  
Belton, MO 64012  
816.318.4441  
Fax: 816.318.4443  
[www.cbsssearch.net](http://www.cbsssearch.net)

## LIST RENTAL AGREEMENT

CUSTOMER INFORMATION		Purchase Order No.: _____	
Institution:	<u>New Mexico State University</u>		
Contact:	<u>Seth Miner</u>		
Address:	<u>1780 E University Ave</u>		
City:	<u>Las Cruces</u>	State:	<u>NM</u> Zip: <u>88003</u>
Phone:	<u>(503) 552-1555</u>	Email:	<u>miners@ad.nmsu.edu</u>
Email invoice to: _____			
<b>If a broker is used, please complete the following:</b>			
Agency:	<u>EAB</u>		
Contact:	<u>Kristina Mickiewicz</u>		
Phone:	<u>800-899-7227</u>	Email:	<u>kmickiewicz@eab.com</u>

### List Rental Terms and Conditions:

Due to the confidential nature of the student information to be provided to you by CBSS, unless otherwise agreed by CBSS in writing, the authorized use of the list and any information contained therein is limited to the specific institution ("Customer") named above for educational purposes only. Customer (i) warrants that such use shall conform to all applicable privacy protection guidelines, all federal, state and local laws, statutes, rules, regulations (including, without limitation, the CAN-SPAM Act, the Do-Not-Call Registry under the FTC's Telemarketing Sales Rule and the Telephone Consumer Protection Act), and shall be completely ethical and in good taste; and (ii) agrees to indemnify, defend and hold harmless CBSS against any and all claims, losses or expenses arising as a result of Customer's breach of this agreement or use of such lists and information provided by CBSS. Customer is permitted unlimited use for one year from the date that the agreement is signed at a cost based on the number of names. In the event Customer fails to use a list within sixty (60) days after delivery, there shall be a separate charge for any data refresh, rerun, update, or change thereafter requested by Customer. All fees, including the original payment, are due within thirty (30) days after the date of CBSS' invoice. Additional or multiple uses may be authorized in advance by CBSS for additional fees. CBSS does not and will not warrant that the names, addresses and/or telephone numbers and email addresses of individuals contained in its list are not contained on any lists of consumers or persons who do not wish to receive e-mail communications, telephone solicitations, or direct mail offers. The cumulative liability of CBSS to Customer for losses relating to or arising in connection with these terms or a list provided hereunder shall be limited to the fees actually paid to CBSS by Customer. **CBSS disclaims all representations and warranties of any kind or nature, express or implied, arising out of or related to these terms or to a list provided hereunder, including without limitation, any warranties regarding quality, correctness, completeness, suitability, fitness for a particular purpose, or otherwise, each of which is hereby expressly excluded by agreement of the parties. CBSS strongly recommends that any records of students 14 years of age or younger be title slugged, "To the Parents of...".** These terms supersede any different terms in Customer's Purchase order. The signature at the bottom of this form indicates acceptance of the CBSS list rental terms and conditions and constitutes Customer's representation and warranty that the use of the list shall be for educational purposes only.

CUSTOMER	
<u>Erika Z. Martinez</u>	<u>Aug 4, 2022</u>
Signature of Authorized Official	Date
<u>Erika Z. Martinez</u>	<u>Interim Director, Procurement Services</u>
Name (Please type or print)	Title

Initials EJM






# Parchment Inc - Undergraduate Admissions & Orientation.pdf

Final Audit Report

2022-08-04

Created:	2022-07-29
By:	Contracts NMSU (contracts@nmsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF6wTTEuXZRohqJ0FVU1Imow-W5e2qe_w

## "Parchment Inc - Undergraduate Admissions & Orientation.pdf" History

-  Document created by Contracts NMSU (contracts@nmsu.edu)  
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-  Document emailed to Erika Zavala Martinez (erikazma@nmsu.edu) for signature  
2022-07-29 - 6:02:00 PM GMT
-  Email viewed by Erika Zavala Martinez (erikazma@nmsu.edu)  
2022-07-29 - 7:41:24 PM GMT- IP address: 104.47.55.126
-  Document e-signed by Erika Zavala Martinez (erikazma@nmsu.edu)  
Signature Date: 2022-08-04 - 3:17:33 PM GMT - Time Source: server- IP address: 73.228.50.25
-  Agreement completed.  
2022-08-04 - 3:17:33 PM GMT