

CONTRACT FOR SERVICES  
P21DC004 Student Enrollment Services

This Contract (“Contract”) is made between the Arizona Board of Regents (“ABOR”), for and on behalf of Northern Arizona University (“University”), and EAB Global, Inc. (“Service Provider”, “EAB”).

**WHEREAS** the University issued Request for Proposal #P21DC004 for Student Enrollment Services.

**WHEREAS** the Service Provider responded with its proposal (“Proposal”).

**WHEREAS** the University awarded a Contract the Service Provider.

**NOW, THEREFORE**, in consideration of the above premises, the parties hereto agree as follows:

1. **Contract.** Service Provider agrees to provide the services as set forth in Exhibits A and B (“Services”) to include but not limited to Undergraduate Services, Graduate Services, and Financial Aid Optimization Services, in accordance with the terms and conditions herein and Exhibits A and B, attached hereto and incorporated herein by reference.
2. **Term.**
  - a. The Contract shall commence on July 1, 2021, for an initial three (3) year period with the option to renew for two additional one (1) year periods for a total term not to exceed five (5) years, therein a “Year”. For Enrollment Services, a “Year” shall mean the period from July 1 – June 30, or any portion thereof. For Financial Aid Services, a “Year” shall mean the period from August 1 – July 31, or any portion thereof. For the optional renewal Years, University shall provide notice of renewal by March 15<sup>th</sup> of the prior Year.
  - b. With respect to the Financial Aid Services, University may elect to discontinue the Financial Aid Services only to be effective at the end of Year 2 (the "Early Termination Date"). In such event, University must provide written notice of its intent to terminate the Financial Aid Services by April 1, 2023, in which case services will cease on the Early Termination Date. University will not owe the annual fees for the Financial Aid Services for the period after the Early Termination Date. University and Service Provider shall be released from their obligations under this Contract solely with respect to the Financial Aid Services as of such Early Termination Date, provided that all fees for the period prior to the Early Termination Date with respect to the Financial Aid Services shall be due and owing if not previously paid. If University does not provide notification by April 1, 2023, its enrollment in the Financial Aid Services will continue in accordance with the terms of this Contract.
  - c. Except as otherwise provided herein, the Contract may 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 Contract, and such failure is not cured within 60 days of receipt of written notice thereof. Upon an undisputed termination pursuant to clause (a) of the

preceding sentence by (i) Service Provider, all fees due to Service Provider under the Contract shall promptly become due and payable and (ii) University, Service Provider will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for Services (i.e., fees due for Services to be performed after the termination date) and, in each case, Service Provider will be released from any further obligation to provide the services.

- d. The University shall have the right to terminate this Contract at any time in the event the Service Provider files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Service Provider and not discharged within thirty (30) days; or if the Service Provider becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Service Provider or its business.
- e. Upon termination of the Contract or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to the University or its designee(s), with minimum interruption to the University's business. At the University's option and subject to a written amendment, Service Provider will continue to provide Services and will provide transition support at rates consistent with the terms of the Contract for a period of no longer than one- hundred and eighty (180) days following the termination date (the Transition Period). Service Provider will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.

3. **Survival.** All provisions of the Contract that anticipate performance after the termination of the Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Contract.

4. **Settlement Method and Terms.** Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner of submission of claims. The University's obligation will be payable only and solely from funds appropriated for the purpose of the Contract. After written acceptance of the Services, Service Provider will submit an acceptable invoice to the University. Invoices must be itemized, reference the appropriate University purchase order number, and include sufficient detail to document the invoiced amount. Invoicing will be in advance, with 50% of program fees and 100% of pass-through fees (postage & media) invoiced in July each Year, and the remaining 50% of program fees invoiced in January each Year. The University will pay Service Provider for the Services net 30 days after receipt by the University of an invoice meeting the requirements of this section. Invoices will be electronically delivered to the University's Accounts Payable department by email to [AccountsPayable@nau.edu](mailto:AccountsPayable@nau.edu).

5. **Independent Contractor.** Service Provider is an independent contractor. Neither the University nor Service Provider may bind the other. None of the Service Provider Parties will be employees, agents, partners, or joint venturers of the University. None of the Service Provider Parties will be eligible for any benefits from the University, including worker's compensation coverage. Service

Provider is responsible to the University for compliance with the Contract by the Service Provider, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors at all tiers (together with Service Provider, the Service Provider Parties). Service Provider will determine Service Provider's hours of work, and will provide all tools, equipment, and supplies Service Provider determines to be necessary to deliver and perform the Services. Service Provider will maintain all business registrations and licenses required to deliver and perform the Services. Service Provider is using its own knowledge, skill, and technical know-how in the delivery and performance of the Services and is not being supervised by the University. The conduct and control of the Services lies solely with Service Provider, and the University is interested only in final results.

## **6. Proprietary Rights.**

a. University-Provided Data. University acknowledges and agrees that Service Provider exercises no control whatsoever over the content of such data or other content or information that University or an End User so supplies to be used in connection with the Services, as well as any copyrights, trademarks, service marks, data, and other intellectual property University may provide to Service Provider in order to allow Service Provider to provide the Services to University under the terms of this Contract (such data or other information and intellectual property, collectively, "University-Provided Data" or "U-P Data"). Service Provider makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of such U-P Data or any products or services referenced thereby. Unless otherwise specifically set forth in the Contract or required in order to provide the Services, University acknowledges and agrees that Service Provider will have no obligation to archive or back up U-P Data, nor will Service Provider have any liability for any loss or corruption of U-P Data, nor will Service Provider have any obligation under the Contract to retain any U-P Data, after the expiration or termination of the term of the Contract.

b. License; Service Provider Materials. Service Provider is authorized to use such U-P Data to the extent expressly authorized in this Contract. As between the parties, University owns the U-P data. University acknowledges that Service Provider may use the U-P Data, and the University hereby grants Service Provider 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 U-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 the University for any lawful purpose in Service Provider's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Contract. Except as stated in this Contract, no right, license, permission or interest of any kind in the Services or Materials is intended to be given, transferred to or acquired by University by the Contract. University is authorized to use such items only to the extent expressly authorized in this Contract. Upon termination or expiration of the Contract, University's rights to and its use of the applicable Services and Materials shall promptly cease, except that University shall continue to be able to use any Materials provided to University prior to the expiration of the term of the Contract to the extent the Materials include U-P Data solely for internal purposes. Upon request, University shall return any Materials if the continued use thereof would be prohibited under this Contract Additional Programs. To the extent University presently participates in more than one Service Provider program or enrolls in or purchases additional Service Provider programs in the future

("Programs"), the data that University provides to Service Provider in connection with a particular Program may be combined with data provided by University in connection with other Programs or otherwise used by Service Provider in connection with other Programs to provide services to University pursuant to the Contract and other letters of agreement between University and Service Provider.

c. **Edited Media; Additional Materials.** The definition of Materials as set forth in the Contract shall also include (i) the components displayed by Service Provider on behalf of University (except the U-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 University edited by Service Provider whether or not such original media was created by Service Provider or supplied by University ("Edited Media"); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by Service Provider 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 Service Provider displayed on any Platform. University 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 Contract, or (ii) without Service Provider's prior written consent. Service Provider may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by University. For purposes of this Contract, "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) University's website, mobile applications and/or online services; (v) any website or mobile applications hosted by Service Provider on behalf of University; and (vi) any Service Provider partner or affiliate website. Without prior approval of Service Provider, University agrees that it will not publish or redistribute in any form any portion of Service Provider created photographs, 360 degree panoramas, videos, and any other media, to the extent such media contains the image or audio of any Service Provider 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.

7. **Conflict of Interest.** The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. § 38-511.

8. **Dispute Resolution.** If a dispute arises under the Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

9. **Arbitration.** To the extent required by law, the parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

10. **Indemnification.**

a. Service Provider shall indemnify, defend and hold harmless, the University, the State of Arizona, and the Arizona Board of Regents and their employees and agents from all losses, damages, claims, liabilities, costs and expenses (including, without limitation, costs and expenses of litigation and alternative dispute resolution, reasonable attorneys' and paralegals' fees,

worker's compensation claims, unemployment compensation claims and unemployment disability claims) arising from any actual or alleged damage to property, injury to any person, or death of any person to the extent that such damage, injury or death arises from any actual or alleged act or omission (including, without limitation, negligence and willful misconduct) of Service Provider or any of Service Provider's employees, agents or representatives in connection with or incident to performance of this Contract, provided, however, that this indemnification shall not include (i) losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions of Service Provider or any of Service Provider's employees, agents or representatives or (ii) losses, damages, claims, liabilities, costs and expenses of the University or the Arizona Board of Regents arising from any obligation undertaken by the University or the Arizona Board of Regents in any contract entered into in connection with the Services of Service Provider.

b. Notwithstanding any expiration or termination of this Contract, this indemnification shall remain in effect indefinitely without termination as to acts and omissions actually occurring or alleged to have occurred prior to expiration of termination of this Contract.

11. **Non-Appropriation.** If the University's performance under this Contract depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice and documentation of this to the Service Provider by March 15<sup>th</sup> of the then current Year and cancel this Contract without further obligation of the University for the following Year(s). Appropriation is a legislative act and is beyond the control of the University.
12. **Inspection.** To the extent required by ARS § 35-214, all books, accounts, reports, files and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by ABOR, the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the University, or other location as designated by the University, upon reasonable notice to the Service Provider.
13. **Authorized Presence Compliance.** As required by ARS § 41-4401, the University is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Service Provider warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. The University retains the legal right to inspect the papers of any Service Provider Service employee who works hereunder Service Provider to ensure that the Service Provider or Service Provider Party is complying with the above warranty.
14. **No Boycott of Israel.** If the Services provided under this Contract include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Service Provider is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35- 393.01, Service Provider certifies it is not currently engaged in, and during the term of this Contract will not engage in, a boycott of goods or services from Israel.

**15. Insurance Requirements.** Without limiting any liability of or any other obligation of Service Provider, Service Provider shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Service Provider’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Service Provider from potential insurance insolvency. Self- insurance may be accepted in lieu of or in combination with the insurance coverage requested.

- a. Commercial General Liability of \$1,000,000 minimum limit for each occurrence and \$2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

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|---|-------------|
| Each Occurrence                           | \$1,000,000 |
| Damage to Rented Premises                 | \$50,000    |
| Personal and Advertising Injury           | \$1,000,000 |
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Liquor Liability (if applicable)          | \$1,000,000 |

- b. Automobile Liability of \$1,000,000 minimum Combined Single Limit each accident, to include coverage for bodily injury and property damage for any hired, and/or non-owned automobiles assigned to or used in the performance of this Contract.

- c. Workers Compensation coverage for all employees which meets Arizona statutory benefits and Employers’ Liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.

- i. This requirement shall not apply to each Service Provider or subcontractor that is exempt under ARS § 23-901 and when such Service Provider or subcontractor executes the appropriate form (Sole Proprietor Waiver or Independent Contractor Agreement).

- d. If applicable, in the University’s sole discretion, Professional Liability (Errors and Omissions Liability) of \$1,000,000 minimum limits for each claim (or each wrongful act) and 2,000,000 annual aggregate.

- i. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Offeror warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.
  
- e. Service Provider is providing software, software or systems development or hardware, or is an internet/application service provider (e.g. web hosting), then Technology Errors and Omissions insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate. Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.
  - i. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
  - ii. In the event that the Technology Errors and Omissions insurance required by this Contract is written on a claims-made basis, Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  
- f. Service Provider is directly connected to the University's network, information security vendor, or internet/application service provider (e.g. web hosting), then Network Security (Cyber) and Privacy Liability with minimum limits of \$2,000,000 each claim (or wrongful act) and \$2,000,000 annual aggregate.
  
- g. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, identity theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, and computer fraud coverage.
  - i. In the event that the Network Security (Cyber) and Privacy Liability required by this Contract is written on a claims-made basis, Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  
- h. Service Provider is providing content such as but not limited to software code, text, data, images, and other media-related services including web design and/or marketing firms, then Media Liability insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall cover any and all errors and omissions or negligent acts in the

- production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- ii. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - i. Policies for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Service Provider. Such additional insured shall be covered to the full limits of liability purchased by the Service Provider, even if those limits are in excess of those required by this Contract.
  - j. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Service Provider.
  - k. Such coverage shall stipulate that the insurance afforded the Service Provider shall be primary and that any insurance carried by Northern Arizona University, the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by ARS §41-621(E).
  - l. Service Provider will furnish the University with valid certificate(s) of insurance required by this Contract and coverage must be in effect at or prior to commencement of work under this Contract and remain in effect for the term of this Contract.
  - m. The University's project or purchase order number and project description will be noted on each certificate of insurance.
  - n. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents and Northern Arizona University".
  - o. Failure on the part of Service Provider to maintain these requirements or provide evidence of renewal, shall constitute a material breach of this Contract upon which the University may immediately terminate this Contract, or, in the University's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Service Provider to the University upon demand, or the University may offset the cost of the premiums against any monies due to Service Provider.
  - p. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University.



- q. The University reserves the right to request and receive proof of insurance and/or endorsements at any time throughout the term of this Contract.
- r. Service Provider's certificate(s) of insurance may include all subcontractors as insureds under its policies as required by this Contract, or Service Provider will furnish to the University upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

**16. Governing Law and Venue.** The Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The University's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Contract will be conducted in Coconino County, Arizona. Each party consents to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

**17. Public Records.** The University, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

**18. Interpretation-Parol Evidence.** The Contract is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract will not be relevant to determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**19. Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Service Provider will not require any University students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Service Provider will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the University or as otherwise provided by law. If the Contract requires or permits Service Provider to access or release any student records, then, for purposes of the Contract only, the University designates Service Provider as a "school official" for the University under FERPA, as that term is used in FERPA. The University 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 Service Provider.

**20. Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time

(ADA Laws). All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with ADA Laws. Compliance may mean that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

21. **No Waiver**. No waiver by the University of any breach of the provisions of this Contract by the Service Provider shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Contract.
22. **Modifications**. This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
23. **Assignment**. Neither party may assign this Contract without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by operation of law shall not require consent of the non-assigning party. This Contract shall be binding upon the parties and their respective successors
24. **Assignment of Anti-Trust Overcharge Claims**. In actual economic practice, overcharges resulting from anti-trust violations are borne by the ultimate purchaser. Therefore, Service Provider hereby assigns to the University any and all claims for such overcharges.
25. **Prices**. All Prices will be as set forth in Exhibit A. Unless otherwise specified in the Contract: 1) all prices are in US Dollars; 2) prices include any cost for shipping, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services. the University will reimburse Service Provider for expenses that are specifically identified in the purchase order. To obtain reimbursement for pre-approved expenses, Offeror must submit all receipts and any required backup documentation to the University within sixty (60) days after the applicable expenses were incurred. If the University agrees to reimburse Offeror for any travel expenses, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with the [University travel policy](#).
26. **Taxes**. Unless otherwise specified in the Contract, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include the University income taxes or taxes related to the University's employees.
27. **Responsibility**. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SERVICE PROVIDER OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES. ONLY TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ARIZONA REVISED STATUTES 35-154, THE AGGREGATE LIABILITY OF SERVICE PROVIDER AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THREE TIMES (3X) THE AMOUNT PAID BY UNIVERSITY TO SERVICE PROVIDER 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 SERVICE PROVIDER'S BAD FAITH OR INTENTIONAL MISCONDUCT.

- 28. Background Checks.** Service Provider certifies it has conducted commercially reasonable background checks on employees and contractors that will provide Services pursuant to the Contract
- 29. Foreign Corrupt Practices Act/UK Bribery Act/Local Anti-corruption Law Compliance.** Service Provider warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Service Provider's work under the Contract, Service Provider will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Contract.
- 30. Export Controls.** If any of goods provided under the Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Service Provider will provide the University with written notification that identifies the export-controlled goods and such goods export classification. None of the work undertaken pursuant to the Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.
- 31. Force Majeure.** Either party shall be excused from performance of its obligations under the Contract 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 of either 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.
- 32. Parking.** Service Provider shall acquire and maintain, at their sole expense, all necessary parking permits required by the University. Parking permits along with regulations governing traffic and parking are available from University Transit Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at <https://in.nau.edu/university-transit-services/>. Regulations shall be applicable to all employees of Service Provider and will be strictly enforced. All fines incurred shall be the sole responsibility of the Service Provider.
- 33. Permits.** Service Provider shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable.
- 34. Non-Discrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination,

including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 35. Data Protection.** Service Provider will ensure that all Services undertaken pursuant to the Contract are performed in compliance with applicable privacy and data protection laws, rules, and regulations. In addition, Service Provider is responsible to the University for compliance with the Contract by all Service Provider Parties. If Service Provider will serve as a Processor of the University Data that includes Personal Data of Data Subjects in the European Union, Service Provider will cooperate with the University to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents and signing and complying with all documents and agreements reasonably requested by the University, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Contract are defined in the GDPR. The Data Processing Addendum attached hereto (“DPA”) and incorporated herein by reference is applicable to the Contract 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) University is the Controller (as defined in the DPA) of Personal Data and Service Provider is a Processor of Personal Data, and (ii) the Services involve the Processing of U-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.
- 36. Small Business.** If subcontracting (Tier 2 and higher) is necessary, Offeror will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Services. The University may request a report at each annual anniversary date and at the completion of the Contract indicating the extent of SB and SDB participation.
- 37. Third Party Arrangements.** From time to time, the University may enter into arrangements with third parties that may require Service Provider to work cooperatively with and/or connect and use infrastructure with third parties. On a case-by-case basis and as mutually agreed by the parties, the University and Service Provider will work cooperatively, timely, and in good faith to take such actions as may be necessary or appropriate to give effect to the University’s third-party agreements. Service Provider will not be bound to terms and conditions of a third party that are different from this Contract unless expressly agreed in writing. If the third party terms and conditions conflict with this Contract’s terms, impact Service Provider’s ability to meet service level agreements of this Contract, or may cause Service Provider to incur additional costs, then the parties will enter into good faith negotiations for an amendment to this Contract prior to Service Provider agreeing to comply with the third party terms and conditions.
- 38. Gratuities.** Service Provider will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Service Provider to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an

agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. If the University determines that the Service Provider has violated this section, the University may, by written notice to Service Provider, cancel the Contract. If the Contract is canceled by the University pursuant to this section, the University will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Service Provider in providing gratuities.

- 39. Packaging.** Service Provider shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Service Provider's name and address; (b) the University's name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) The number of the container bearing the packing slip. Service Provider shall bear cost of packaging unless otherwise provided.
- 40. Shipment Under Reservation Prohibited.** Service Provider shall not be authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of the goods.
- 41. Warranties.** Service Provider represents and warrants that it will provide the Services in a professional and workmanlike manner. University represents and warrants that (a) its signatory is authorized to enter into this Contract on behalf of University, (b) (i) its provision of U-P Data and (ii) receipt of and access to the Services by the University and its Personnel will not violate any of its obligations to third parties or violate any applicable laws and that University has obtained all necessary third party consents and authorizations to provide the U-P Data and for such U-P Data to be used in the manner contemplated by the Contract, including consents or authorizations pursuant to FERPA. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS," AND SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET UNIVERSITY'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 SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 42. Sales and Use Tax.** The Service Provider shall comply with and require all Service Provider Parties to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Service Provider further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Service Provider or any Service Provider Party to

comply with the provisions of any or all said laws in amendments. the University is not exempt from state sales excise tax and compensation use tax.

- 43. Changes.** Within the limits allowed by law, Offeror agrees that the University may order additional services, or make changes by altering, adding to, or deducting from the proposed Services, the Contract sum being adjusted accordingly, and Offeror shall enter into a modification of the Contract to reflect said changes.
- 44. Price Adjustment.** Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Service Provider. The University shall not approve price increases that shall merely increase the gross profitability of the Service Provider at the expense of the University. Price change requests shall be a factor in the Contract extension review process. The University shall determine whether the requested price increase or an alternate option shall be in the best interest of the University.
- 45. Service Marks and Trademarks.** For purposes of this provision, the phrase "the University Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the University. Offeror agrees to comply with the University's trademark licensing program concerning any use or proposed use by Offeror of any of the University Mark on goods, in relation to Services, and in connection with advertisements or promotion of Offeror or its business. Except as expressly authorized in this Contract, Offeror is not permitted to use any the University Mark without prior written approval of the University. Prior to any use of the University Mark by Offeror or its affiliates or successors or assigns, Offeror will comply with the University's Licensing Policy <http://nau.edu/licensing>.
- 46. Advertising/Publishing.** Service Provider shall not advertise or publish, without the University's prior consent, the fact that the University had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes or as necessary to provide the Services. Service Provider may use University's name on a list of clients in Service Provider's programs.
- 47. Weapons.** The University prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all the University residential facilities (whether managed by the University or another entity), in all the University vehicles and at all the University or the University-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the University Police Department. Notification by Service Providers to all persons or entities who are employees, officers, subcontractors, Service Providers, agents, guests, invitees, or licensees of Service Provider Parties of this policy is a condition and requirement of the Contract. Service Provider further agrees to enforce this contractual requirement against all Service Provider Parties.
- 48. Tobacco Free.** The University recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Use of all tobacco products, including those not approved by the FDA for cessation is prohibited on the University property, facilities, grounds, parking structures, the

University-owned vehicles and structures owned or leased by the University. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to <http://nau.edu/Tobacco-Free/Policy/>.

- 49. COVID-19 Pandemic.** When providing services on University owned or leased property, Service Provider shall and shall cause its subcontractors to abide by the CDC guidelines for COVID-19 safety and ensure 1) face masks or cloth face coverings are worn at all times, 2) health screenings are conducted daily for all Service Provider and subcontractor employees, 3) ill employees are not assigned to provide services and 4) the University's [Risk Management](#) department is notified within 24 hours, if an employee reports i) being tested for COVID-19 or  
ii) testing positive for COVID-19 and for cases follow all CDC guidance for quarantine or isolation. Do not provide personally identifiable information of the employee in the notification, an official representative will follow-up if needed.

**50. Additional Terms** - Enrollment Services and Virtual Tour.

- a. Financial Aid Processing. University 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. University will retain complete control of all aspects of awarding financial aid, including setting of budgets and disbursement schedules. It is understood and agreed that this Contract does not render Service Provider as a "Third Party Servicer" as that term is defined at 34 C.F.R. § 668.2 and Service Provider is not subject to the requirements of 34 C.F.R. § 668.23 or 34. C.F.R. § 668.25. University shall not report or characterize Service Provider to the U.S. Department of Education or any regulatory agency as such, and Service Provider shall not undertake any work pursuant to this Contract inconsistent with this section.
- b. Compliance with Laws. Service Provider represents, warrants and covenants that the compensation of its employees, subcontractors or other persons who perform any student recruitment activities for University (if any) under this Contract 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 this Contract 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 this Contract is no longer feasible, the parties will promptly negotiate in good faith an amendment to this Contract to comply with such change and to preserve, as nearly as practicable, the payment provisions and other economic benefits and terms of this Contract. The University and Service Provider agree that the University is solely responsible for making final decisions about enrollments and enrollment targets for all programs.
- c. University 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 for

maintaining all institutional and programmatic accreditations necessary to offer its programs. University shall promptly notify Service Provider in writing and provide Service Provider with copies of key communications from any accreditor or regulatory body in the event it is notified that any of the University's approvals, accreditations, or authorizations is, or is threatened to be, materially modified, suspended or terminated.

- d. To the extent the Services include marketing activities, Service Provider shall send to University for its review and approval a proof of the final template for each communication (e.g., emails and/or direct mail) prior to distribution of such communication. If University discovers any problems after issuing its approval, University will immediately notify Service Provider and instruct Service Provider on all necessary corrections. If there are any subsequent changes in the marketing communications or campaign details, University will review again according to the above procedure. University shall review all marketing materials created by Service Provider for University 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. University will be solely responsible for: (a) the design of any marketing program created as part of the Services and its compliance with applicable laws, rule and regulations; and (b) the content of any mailings to a prospective student or his/her families for completeness and accuracy.
- e. General Posting and Acceptable Use Terms. University represents and warrants that it will comply with the General Posting and Acceptable Use Terms available at [http://eab.com/terms/agency\\_acceptableuse](http://eab.com/terms/agency_acceptableuse).
- f. Video Player. To the extent the Services include posting video content to an embedded video player, University (i) acknowledges that such content will be accessed by Service Provider through such video player, and (ii) University acknowledges and agrees that any such video content will be subject to separate terms of use of the operator of the video player.
- g. Service Provider Capture of Media. To the extent that University requests that Service Provider capture or create any media including any photographs, 360 degree panoramas, videos or audio, University agrees that Service Provider has University's permission to enter University's premises and that University 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. Service Provider and University shall coordinate in advance the dates at which Service Provider representatives will be on University's property to capture or create any such media. Service Provider will not make any virtual experience specific to University publicly available without prior consent of University.
- h. Improvements to Platform. Service Provider may update and enhance the Service Provider's Platform at any time and University 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, Service Provider may make any such



changes to the Platform

- i. Confidentiality. Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by University in this Contract or in a separate writing, Service Provider will keep confidential any and all U-P Data. Notwithstanding the foregoing, University agrees that Service Provider shall not be obligated to maintain the confidentiality of U-P Data that is known to Service Provider prior to receiving the U-P Data from University, that becomes known (independently of disclosure by University) directly or indirectly from a source other than one having an obligation of confidentiality to University or that is independently developed by Service Provider. University agrees that Service Provider may collect aggregated statistical data regarding University's use of the Service and provide such aggregated statistical data to third parties.
- j. The Materials are confidential to Service Provider and its suppliers, if any. Thus, University shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, Materials by any of its Personnel to any third party. In addition, except as required by law, University shall not disclose the fees charged by Service Provider to University 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 University and, in each case, are bound by confidentiality obligations to University. University shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. For purposes of this Contract, "Personnel" means a party's officers, directors, trustees, employees and agents.
- k. Notwithstanding the foregoing, a party may disclose U-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 or (y) to establish a party's rights under the Contract, including to make such court filings as it may be required to do.

#### **51. TRANSFER PORTAL TECHNOLOGY TERMS**

- a. Site and Software; License. As part of the Services, University may be provided access to a password-protected website as described in Exhibit A ("Site"). During the term of the Agreement (and subject to its terms), Service Provider grants University 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 University ("Identifiers"), solely for purposes of (a) creating and viewing analyses and reports based on the U-P Data, and (b) obtaining other information made available through the Software. University agrees that access to and use of the Services may require an End User to agree to terms of use provided by Service Provider. "End Users" are end users of the Services who are not Personnel, including, as applicable, students and prospective students of University.
- b. For purposes of this Agreement, "Software" is any software to which University is

provided access as part of the Services, including software provided by a third party, and is included in the defined term Services. Service Provider and its suppliers and licensors reserve the right to update or enhance the Software at any time. Service Provider may require University to agree to additional legal terms and conditions required by third parties who provide portions of the Services before accessing or using such Services.

- c. Authorized Users. University shall only allow its employees, authorized Personnel, End Users and other individuals or entities authorized by Service Provider to access and use the Software as “Authorized Users,” solely in accordance with the terms of the Agreement. University shall ensure that the number of Authorized Users accessing and using the Software shall not exceed the number specified in Exhibit A, and shall be solely responsible for ensuring that Authorized Users only access the portions of the Site that they are legally permitted to access. University shall, and shall ensure that its Authorized Users shall, solely use the Services for the benefit of the University site(s) specified in the Exhibit A (each, an “University Site”) and solely for University’s own internal operations. University 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 University acknowledges that nothing in the Agreement will be construed to grant University 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 Service Provider’s Services and Software. University 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 this Agreement, “Personnel” means a party’s officers, directors, trustees and employees.
- d. Connectivity. University 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.

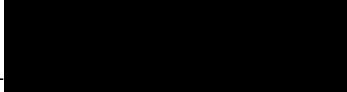
SIGNATURES ON FOLLOWING PAGE

WHEREFORE, the parties have executed this Contract on the date set forth below.

ARIZONA BOARD OF REGENTS  
for and on behalf of  
Northern Arizona University

EAB Global, Inc.

By  \_\_\_\_\_

By  \_\_\_\_\_

Name Debra Cisneros

Name Jessica Harris

Title Director

Title Chief Accounting Officer

Date 4/12/2021

Date 4/12/2021

## EXHIBIT A

### Pricing and Scope of Services for EAB's Enrollment Services

#### Pricing: Undergraduate Services

| UNDERGRADUATE SERVICES                                     |  | FY22 <sup>1</sup>    | FY23                 | FY24                 | FY25                  | FY26                  |
|--|--|----------------------|----------------------|----------------------|-----------------------|-----------------------|
| Strategy   | <b>Targeting Strategy and Campaign Support Services</b><br><i>Included at No Additional Cost</i>   |                      |                      |                      |                       |                       |
| Inquiry  | <b>Year-Round Search and Instantaneous Fulfillment (Year-Long)</b><br><ul style="list-style-type: none"> <li>• Inquiry Pool: █████</li> <li>• Cappex Inquiries: █████ (at no additional charge)</li> <li>• List Source Names Contacted<sup>2</sup>: █████</li> <li>• Student Responders Fulfilled: █████</li> <li>• Financial Aid Literacy Fulfillment: █████</li> <li>• Parents Contacted<sup>3</sup>: █████</li> </ul> | \$938,850            | \$967,030            | \$996,030            | \$1,025,910           | \$1,056,690           |
| Visit  | <b>Parent-First Search</b><br><b>Virtual Tour<sup>6</sup></b>  | \$22,600<br>\$41,200 | \$23,280<br>\$42,440 | \$23,990<br>\$43,720 | \$24,720<br>\$45,030  | \$25,460<br>\$46,380  |
| Application  | <b>Application Generation</b><br><ul style="list-style-type: none"> <li>• Application Type: Custom</li> <li>• Inquiry Pool<sup>5</sup>: █████</li> <li>• Senior Search New Names<sup>5</sup>: █████</li> <li>• Previously Purchased Names<sup>5</sup>: █████</li> </ul>  | \$1,540,040          | \$1,586,250          | \$1,633,850          | \$1,682,870           | \$1,733,360           |
| Transfer   | <b>Transfer Marketing</b><br><ul style="list-style-type: none"> <li>• Application Type: NAU-Hosted</li> <li>• Transfer Inquiries: █████</li> <li>• Transfer CollegeFish Names: █████</li> <li>• Transfer Clearinghouse Names: █████</li> </ul>   | \$90,830             | \$93,320             | \$95,870             | \$98,480              | \$101,430             |
| Yield  | <b>Yield IQ</b><br><b>Urgent Deposit Mailing</b>   | \$94,142<br>\$21,218 | \$96,975<br>\$21,855 | \$99,890<br>\$22,510 | \$102,895<br>\$23,185 | \$105,980<br>\$23,880 |
| Analytics  | <b>Enrollment IQ, Benchmarking Report, National Student Clearinghouse Partnership</b><br><i>Included at No Additional Cost</i>   |                      |                      |                      |                       |                       |
| <b>Total Value</b>   |  | <b>\$2,748,880</b>   | <b>\$2,831,150</b>   | <b>\$2,915,860</b>   | <b>\$3,003,090</b>    | <b>\$3,093,180</b>    |
| <b>EAB Investment</b>                                      |  | <b>(\$333,500)</b>   | <b>(\$343,500)</b>   | <b>(\$353,810)</b>   | <b>(\$364,420)</b>    | <b>(\$375,350)</b>    |
| <b>Total Cost to NAU</b>                                   |  | <b>\$2,415,380</b>   | <b>\$2,487,650</b>   | <b>\$2,562,050</b>   | <b>\$2,638,670</b>    | <b>\$2,717,830</b>    |
| <b>RELATED UNDERGRADUATE SERVICES COST ESTIMATES</b>       |  | <b>FY22</b>          | <b>FY23</b>          | <b>FY24</b>          | <b>FY25</b>           | <b>FY26</b>           |
| <b>Postage Costs<sup>4</sup></b>                           |  | \$224,030            | \$228,511            | \$233,082            | \$237,744             | \$242,499             |
| <b>Digital Media Costs<sup>4</sup></b>                     |  | \$45,000             | \$45,000             | \$45,000             | \$45,000              | \$45,000              |
| <b>List Costs<sup>5</sup></b>                              |  | \$530,077            | \$545,980            | \$562,359            | \$579,231             | \$596,608             |
| <b>Estimated Undergraduate Services All-In Cost to NAU</b> |  | <b>\$3,214,487</b>   | <b>\$3,307,141</b>   | <b>\$3,402,491</b>   | <b>\$3,500,645</b>    | <b>\$3,601,937</b>    |

<sup>1</sup> For FY22, EAB is pleased to include up to an additional 100,000 names in your campaigns at no additional charge beyond passthrough costs from the list providers. NAU and EAB will work together to identify how this additional campaign volume may be used.

<sup>2</sup> Campaign strategy and associated audience composition and volume are subject to change, in collaboration with NAU, following annual assessment of campaign efficacy.

<sup>3</sup> Estimated number of parents contacted in Year-Round Search campaign. Outreach to parents continues during Application Generation campaign if student provides parent email address.

<sup>4</sup> Postage and digital media costs are pass-through charges paid by EAB on NAU's behalf.

<sup>5</sup> All List Costs will be invoiced by and paid directly to the List Provider (not EAB), which will require separate purchase orders.

<sup>6</sup> If NAU opts for either an additional one-time photo only studio services refresh or a fully comprehensive studio services refresh, there will be an additional fee subject to written approval from NAU.

**UNDERGRADUATE SERVICES**

|                                  | <b>FY22<br/>Program/<br/>Postage/Media</b> | <b>FY23<br/>Program/<br/>Postage/Media</b> | <b>FY24<br/>Program/<br/>Postage/Media</b> | <b>FY25<br/>Program/<br/>Postage/Media</b> | <b>FY26<br/>Program/<br/>Postage/Media</b> |
|----------------------------------|--|--|--|--|--|
| <b>Year-Round Search</b>         | \$615/\$195/\$84                           | \$633/\$199/\$86                           | \$652/\$203/\$89                           | \$672/\$207/\$92                           | \$692/\$211/\$95                           |
| <b>Instantaneous Fulfillment</b> | \$3,289/\$273/\$0                          | \$3,387/\$279/\$0                          | \$3,489/\$284/\$0                          | \$3,594/\$290/\$0                          | \$3,702/\$295/\$0                          |
| <b>Application Generation</b>    |  |  |  |  |  |
| • Inquiry Pool                   | \$5,117/\$417/\$56                         | \$5,271/\$426/\$58                         | \$5,429/\$434/\$59                         | \$5,592/\$443/\$65                         | \$5,760/\$452/\$67                         |
| • Senior New Names               | \$1,347/\$195/\$56                         | \$1,387/\$199/\$58                         | \$1,429/\$203/\$59                         | \$1,471/\$207/\$65                         | \$1,515/\$211/\$67                         |
| • Pre. Purchased Names           | \$690/\$0/\$56                             | \$711/\$0/\$58                             | \$732/\$0/\$59                             | \$754/\$0/\$65                             | \$776/\$0/\$67                             |
| <b>Transfer Marketing</b>        | \$1,795/\$195/\$80                         | \$1,875/\$199/\$82                         | \$1,895/\$203/\$84                         | \$1,947/\$207/\$87                         | \$2,005/\$211/\$90                         |
| <b>Yield IQ</b>                  | \$0/\$0/\$199                              | \$0/\$0/\$205                              | \$0/\$0/\$211                              | \$0/\$0/\$217                              | \$0/\$0/\$224                              |

For Undergraduate Enrollment Services Programs other than Cappex Inquiry Subscription, Additional Program Cost per 1,000 (“\$/M”), Additional Postage \$/M, and Additional Media Cost \$/M will be applied if the actual quantity volumes are higher than those included in the tables above. For Cappex Inquiry Subscription, Additional Program Cost per 100 will be applied if the actual quantity volumes are higher than those included in the tables above.

**Pricing: Graduate Services**

| <b>GRADUATE SERVICES</b>                             |  | <b>FY22<sup>6</sup></b> | <b>FY23</b>       | <b>FY24</b>       | <b>FY25</b>       | <b>FY26</b>       |
|--|--|-------------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Strategy</b>                                      | <b>Targeting Strategy and Campaign Support Services</b>  |                         |                   |                   |                   |                   |
|  | <b>Market Intelligence Analysis and Competitive Benchmarking</b>   |                         |                   |                   |                   |                   |
| <b>Full Funnel Marketing and Enrollment Services</b> | <b>Intent Marketing and Application Generation Through the Student Journey</b>   |                         |                   |                   |                   |                   |
|  | <ul style="list-style-type: none"> <li>Affinity Model for Audience Generation</li> <li>Student Profile with Audience Insights</li> <li>Audience Receiving Multichannel Campaigns:                             <ul style="list-style-type: none"> <li>High Affinity Prospect Audience: ██████</li> <li>Total Application Marketing Names: ██████</li> </ul> </li> <li>Event Marketing or Program Specific Marketing<sup>7</sup></li> <li>Optimized Landing Pages</li> </ul> |                         |                   |                   |                   |                   |
| <b>Visit</b>   | <b>Graduate Virtual Tour<sup>8</sup></b>   |                         |                   |                   |                   |                   |
|  | <ul style="list-style-type: none"> <li>Up to 10 virtual tour destinations</li> <li>Quarterly content updates, performance reviews</li> <li>Analytics dashboard</li> <li>Maintenance and support</li> </ul>   |                         |                   |                   |                   |                   |
| <b>Technology Infrastructure and Analytics</b>       | <b>Monitoring, Reporting, and Analytics</b>  |                         |                   |                   |                   |                   |
|  | <b>Partner Portal (Online Campaign Dashboards)</b>   |                         |                   |                   |                   |                   |
|  | <b>Total Value</b>   | <b>\$419,430</b>        | <b>\$440,150</b>  | <b>\$462,180</b>  | <b>\$485,320</b>  | <b>\$499,880</b>  |
|  | <b>EAB Investment</b>  | <b>(\$37,412)</b>       | <b>(\$46,670)</b> | <b>(\$56,890)</b> | <b>(\$67,870)</b> | <b>(\$69,910)</b> |
|  | <b>Total Cost to NAU</b>   | <b>\$382,018</b>        | <b>\$393,480</b>  | <b>\$405,290</b>  | <b>\$417,450</b>  | <b>\$429,970</b>  |

<sup>6</sup> For FY22, we will also include up to an additional 250,000 prospects in graduate Awareness digital-marketing outreach to prospect lists provided by NAU at no added charge.

<sup>7</sup> NAU can choose whether it would prefer include event recruitment campaigns designed to market and recruit to NAU prospecting events or include program-specific marketing for one program (or set of programs).

<sup>8</sup> If NAU opts for either an additional one-time photo only studio services refresh or a fully comprehensive studio services refresh, there will be an additional fee subject to written approval from NAU.

**RELATED GRADUATE SERVICES  
COST ESTIMATES**

|  | FY22             | FY23             | FY24             | FY25             | FY26             |
|--|------------------|------------------|------------------|------------------|------------------|
| <b>Postage Costs<sup>9</sup></b>                     | \$16,085         | \$16,567         | \$17,065         | \$17,577         | \$18,104         |
| <b>Digital Media Costs<sup>9</sup></b>               | \$74,332         | \$76,562         | \$78,858         | \$81,223         | \$83,660         |
| <b>List Costs<sup>10</sup></b>                       | \$19,970         | \$20,569         | \$21,186         | \$21,822         | \$22,477         |
| <b>Estimate Graduate Services All-In Cost to NAU</b> | <b>\$492,405</b> | <b>\$507,178</b> | <b>\$522,399</b> | <b>\$538,072</b> | <b>\$554,211</b> |

|                           | FY22<br>Program/<br>Postage/Media | FY23<br>Program/<br>Postage/Media | FY24<br>Program/<br>Postage/Media | FY25<br>Program/<br>Postage/Media | FY26<br>Program/ Postage/Media |
|---------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--------------------------------|
| <b>Student Journey</b>    |                                   |                                   |                                   |                                   |                                |
| • High Affinity Prospects | \$328/ \$201/ \$318               | \$337/ \$207/ \$328               | \$348/ \$213/ \$338               | \$358/ \$219/ \$348               | \$369/ \$225/ \$358            |
| • Application Names       | \$1,950/ \$201/ \$318             | \$2,008/ \$207/ \$328             | \$2,068/ \$213/ \$338             | \$2,130/ \$219/ \$348             | \$2,194/ \$225/ \$358          |

*Add'l Program Cost/M, Add'l Postage Cost/M, and Add'l Media Cost/M will be applied if the actual quantity volumes are higher than those included in the tables above.*

<sup>9</sup> Postage and digital media costs are pass-through charges paid by EAB on NAU's behalf.

<sup>10</sup> All List Costs will be invoiced by and paid directly to the List Provider (not EAB), which will require separate purchase orders.

Optional: Financial Aid Optimization Services

| <b>FINANCIAL AID OPTIMIZATION SERVICES</b>   | <b>FY22</b>     | <b>FY23</b>     | <b>FY24</b>     | <b>FY25</b>     | <b>FY26</b>     |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Financial Aid Optimization (In-State Freshmen; Western Undergraduate Exchange Programs; Out-of-State Freshmen; and Transfer)</b>  |                 |                 |                 |                 |                 |
| <ul style="list-style-type: none"> <li>• Descriptive Analysis</li> <li>• Live Simulation Model/Consultative Scenario Testing</li> <li>• Strategic Aid Policy</li> <li>• Ongoing Aid Policy Monitoring</li> <li>• Financial Aid Analytics</li> <li>• Benchmarking Services</li> <li>• Enrollment Strategy Gap Analysis</li> </ul> |                 |                 |                 |                 |                 |
| <b>Total Financial Aid Optimization Services Cost to NAU</b>   | <b>\$61,950</b> | <b>\$63,820</b> | <b>\$65,740</b> | <b>\$67,720</b> | <b>\$69,750</b> |

## Optional Add-On Services

Pricing and EAB Investments for optional add-on services are guaranteed as outlined in this section through a contract amendment signature by 10/1/21.

Thereafter, updated pricing is available upon request.

### TRANSFER PORTAL

|   | FY22               | FY23              | FY24              | FY25             | FY26             |
|---|--------------------|-------------------|-------------------|------------------|------------------|
| <b>Onetime Implementation Fee</b>   | \$27,570           | N/A               | N/A               | N/A              | N/A              |
| <b>Annual Fee</b>   | \$118,680          | \$124,620         | \$130,860         | \$137,410        | \$141,530        |
| <b>Total Value</b>  | <b>\$146,250</b>   | <b>\$124,620</b>  | <b>\$130,860</b>  | <b>\$137,410</b> | <b>\$141,530</b> |
| <b>EAB Investment<br/>(Contingent on a Contract Amendment Signature by<br/>10/1/21)</b> | <b>(\$118,680)</b> | <b>(\$62,310)</b> | <b>(\$32,715)</b> |                  |                  |
| <b>Total Updated Cost to NAU</b>  | <b>\$27,570</b>    | <b>\$62,320</b>   | <b>\$98,145</b>   | <b>\$137,410</b> | <b>\$141,530</b> |

### GRADUATE SERVICES OPTIONAL ADDITION: STUDENT JOURNEY PROGRAM VERSION(S)

Should NAU desire to have customized marketing for specific programs, these can be added at an additional cost:

| Additional Student Journey Program Version(s)  |                                  |                                    |
|--|----------------------------------|------------------------------------|
| <p>In recognition of NAU's desire to deliver a custom experience for prospects interested in key cohorts, such as the College of Education or Engineering programs, EAB can develop and execute a Student Journey Program Version which includes the following customized pieces:</p> <ul style="list-style-type: none"> <li>• Targeting:                             <ul style="list-style-type: none"> <li>– Program Specific Digital Audience Generation</li> <li>– Program Specific List Source Identification</li> </ul> </li> <li>• Digital:                             <ul style="list-style-type: none"> <li>– Program Specific Ads in all Channels</li> </ul> </li> <li>• Email:                             <ul style="list-style-type: none"> <li>– Customized Welcome Email</li> <li>– Dedicated Program Application Campaign</li> <li>– Dedicated Program Deadline Campaign with College/Program Deadlines</li> </ul> </li> <li>• Direct Mail:                             <ul style="list-style-type: none"> <li>– Program Specific Direct Mail to Customized Audience</li> </ul> </li> </ul> | <b>First Additional Version</b>  | <b>\$50,000</b>                    |
|  | <b>Second Additional Version</b> | <b>\$50,000</b><br><b>\$25,000</b> |



## **DATA PROCESSING ADDENDUM**

This Data Processing Addendum (“**Addendum**”) supplements and amends the Contract with regards to the processing of EU Personal Data. This Addendum applies to Service Provider’s processing of Personal Data provided by University to Service Provider. 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 Contract, the terms of this Addendum shall take precedence. Capitalized terms not otherwise defined herein will have the meanings given to them in the Contract.

### **1. 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 Service Provider is a processor in connection with the performance of its obligations under the Master Contract; 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.

### **2. Instructions**

- a. Service Provider 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 University to breach their obligations under the Data Protection Legislation.
- b. The parties acknowledge and agree that for the purposes of the Data Protection Legislation, University is the controller and Service Provider is the processor of the Personal Data. Each Program Order Form sets out the scope, nature and purpose of processing by Service Provider, the duration of the processing and the types of personal data and categories of Data Subject. In no circumstances shall Service Provider be entitled to process the Personal Data for its own purposes.

### **3. Obligations on University**

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

- a. comply with Data Protection Legislation when processing Personal Data, and shall only give lawful instructions to Service Provider;
- b. rely on a valid legal basis under Data Protection Legislation in order to process the Personal Data and share the Personal Data with Service Provider, 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 or permitted under applicable EU or Member State law;
- f. implement appropriate technical and organisational 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 Service Provider to fulfil their respective data protection compliance obligations in accordance with Data Protection Legislation.

#### 4. Obligations on Service Provider

In processing Personal Data on behalf of University, Service Provider acting as processor shall:

- a. only act on the instructions of University as set out in the Master Contract or as otherwise documented by University, unless any EU or Member State law requires otherwise, in which case, Service Provider shall promptly notify University of such legislative requirement before processing University 's Personal Data (unless Service Provider is barred from notifying University under any EU or Member State law);
- b. implement and maintain at all times during the term of the Master Contract appropriate technical and organisational measures to protect University '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 Contract;
- 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 Service Provider to perform its obligations under the Master Contract; and (ii) subject to Clause IV(e), Service Provider contractors, agents, outsourcers, and approved subcontractors who require access to the Personal Data to enable Service Provider to perform its obligations under the Master Contract (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 Contract, and shall do so in accordance with Data Protection Legislation. University 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 University, attached hereto as Attachment A, and Service Provider shall inform University of any intended changes concerning the addition or replacement of other sub-processors, to give University the opportunity to object;
- f. as requested by University, provide reasonable assistance to University (at University 's cost) with responding to any request from a Data Subject, and shall provide reasonable assistance to University in relation to University '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 University 's written request, Service Provider shall, and shall instruct all Authorized Persons to, (at University 's election), delete or return, to the extent technically possible, all Personal Data to University (and delete all existing copies), unless it is necessary for Service Provider to retain one copy of the Personal Data to comply with any EU or Member State law; and
- h. maintain and make available to University, on University 's request, all information necessary to demonstrate its compliance with this Addendum and allow for audits and inspections by University or University 's designated auditor on reasonable written notice.

## 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:

1. For any Offeror Enrollment Services Program
  - a. Data storage provider
  - b. Data entry and verification providers
  - c. Cloud communication provider to send and receive text messages
  - d. Display advertising platform
  - e. Marketing automation platform
  - f. Business intelligence and reporting platform
  - g. Payment processor for application and deposit fees
  - h. Print and mail shops
  - i. For adult learner recruitment programs only, data integration platform
2. For any Offeror Technology Program
  - a. Data storage and data lake providers
  - b. Help center and service desk support providers
  - c. User experience analysis
  - d. Marketing automation platform
  - e. Analytics dashboard provider
  - f. Contracted developers
3. For any Offeror Agency Program
  - a. Data storage and data lake providers
  - b. Business intelligence and reporting platform

## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### Undergraduate Enrollment Services

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

Upon execution of this Program Order Form, EAB will assign a team led by key senior EAB staff member (Principal or Strategic Leader) who will serve as University's primary point of contact and work collaboratively with University's leaders and staff to meet the program objectives outlined herein.

The EAB staff member is responsible for coordinating service delivery and program management across the Term, including program messaging, sequencing, and utilization of paper and electronic media.

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

1. EAB staff will monitor and coordinate the following services along with the descriptions in Summary of Program Services for Organization as applicable:
  - a. Audience recommendations for optimal results (including, as applicable, list recommendations and list order placement)
  - b. Creative development: copy and design of all communication channels (print packages, emails, web pages, display ads, SMS text messages)
  - c. Production of printed materials
  - d. Development and hosting of program response sites
  - e. Automated, regular exchange of Organization data via secure FTP to EAB
  - f. Return of required responder data to the Organization's student information system ("SIS"), enterprise resource planning ("ERP") system or customer relationship management ("CRM") system
  - g. Mailing and mail tracking
  - h. Email deployment and delivery tracking
  - i. Interim and final analyses
  - j. Use of EAB's proprietary methods and systems
2. University has access to the following:
  - a. Enrollment IQ, a comprehensive, full funnel performance monitoring dashboard that allows you to track enrollment metrics using your entering class data (available for freshman audiences only upon EAB's regular receipt of Organization's entering class files).
  - b. College Greenlight Community Based Organization (CBO) Network and thought leadership seminars in support of institution's access and equity goals.
  - c. Complimentary membership to the National Student Clearinghouse Student Tracker Premium service (valued at up to \$2,700 per year).
  - d. My Analytics™, EAB's Organization-only website, for real-time program reporting and analysis to applicable campaigns.

- e. Benchmarking reports in which EAB will compare enrollment metrics for Organization against a set of peer institutions (available for freshman audiences only upon EAB's regular receipt of Organization's entering class files).
- f. EAB's proprietary enrollment research through EAB.com and other consultative resources.
- g. An Awareness and Perception Study (valued at \$20,000) every 2-4 years designed to measure prospective students' awareness and familiarity with your institution and a set of your institution peers.

### 3. Summary of Program Services

#### Year-Round Search

- a. Year-Round Search will include the development, deployment, management and analysis of a comprehensive multi-channel communications program that will contact students whose profiles and characteristics make them a strong potential match for Organization.
- b. Year-Round Search includes production of up to two offers to be used in conjunction with the communications program.
- c. Year-Round Search also includes development of an interactive offer to be promoted and available online to interested students.
- d. With the ultimate goal of initiating the most conversations with students whose achievements and interests mirror your enrollment goals and objectives, we will communicate with students when they first are available, launching the multi-channel program up to 4 times.
- e. With the ultimate goal of increasing the number of parents engaging early in conversation about their student's college search process, parents are identified by:
  - a. Utilizing the Student Search purchased list from list sources and matching against a national consumer database.
  - b. Using a matching algorithm, parent names and email addresses of students from the purchased lists are identified.
  - c. Matched parents are sent email outreach to encourage engagement.
- f. Year-Round Search may be initiated with Search Jumpstart, an email only communications program to students who did not respond to prior search initiatives.
- g. If Organization enrolls in Cappex Inquiry Subscription and as applicable to Organization's campaign strategy, Year-Round Search may include student information sourced through the Cappex platform and include prospective students that are using the Cappex platform for their college search and decision process and have expressed an interest in hearing from any institution that may be interested in students like themselves ("Cappex Candidates").

### 4. Year-Long Fulfillment

- a. Year-Long Fulfillment will include the development, deployment, management and analysis of a communications campaign for students who have expressed interest in hearing more from Organization by responding to your Year-Round Search.
- b. With the ultimate goal of confirming and strengthening student interest in Organization, we will rapidly respond to each student's response. We will continue the communications program for thirty days following response via email with these student responders.

- c. Parents will also receive multiple communications during this thirty-day period. These parent messages will invite them to participate in their student's conversations with Organization. Parent contact info is obtained in the following ways:
    - a. The student responding to the Year-Round Search campaign and providing his/her parent's information.
    - b. Utilizing the Student Search purchased list from list sources and matching against a national consumer database.
  - d. Year-Long Fulfillment will extend the thirty-day fulfillment period through the end of the current school year, with periodic messages to each student responder and his/her parents.
5. Parent-First Search
- a. Parent-First Search is an influencer marketing campaign using innovative strategies to identify and engage parents of Searched students. Parent-First Search includes the identification, creation, deployment, management and analysis of a comprehensive communications program for parents of students within your target student audiences.
  - b. The following populations will be included in the campaign:
    - a. Parents of sophomores and juniors whose contact information is provided through Student Search; and
    - b. Newly identified parents who are found through artificial intelligence models built on top of consumer databases.
  - c. With the ultimate goal of increasing the number of parents engaging early in conversation about their student's college search process, parents are identified by:
    - a. Utilizing the Student Search purchased list from list sources and matching against a national consumer database.
    - b. Using a matching algorithm, parent names and email addresses of students from the purchased lists are identified.
    - c. Matched parents are sent a Parent-First Search marketing campaign, encouraging engagement, data collection, and relevant communications.
  - d. We will communicate with the matched parents, launching up to 4 times, closely aligned with the number of launches occurring in Year-Round Search, with each parent receiving multiple emails that drive to a dedicated landing page for the parent experience. An online PDF offer brochure is provided as part of the communications program, intentionally utilizing the same version as provided to their student in the Student Search Program.
6. Custom Application Marketing
- a. Custom Application Marketing will include the development, deployment, management and analysis of a comprehensive multi-channel communications program that will contact high school seniors whose achievements, characteristics and prior actions make them desirable candidates for admissions and enrollment as freshmen by Organization.
  - b. Custom Application Marketing will launch up to 3 times and will encourage students to submit an application for admission to Organization, and includes the provision of an online admissions application, designed for

ease of completion, personalized with each student's name and other pertinent information, and branded uniquely for Organization.

- c. With the ultimate goal of increasing the number of parents engaging early in the college application process, parents are identified by:
    - a. Utilizing the student campaign data and matching against a national consumer database.
    - b. Using a matching algorithm, parent names and email addresses of students from the campaign data are identified.
    - c. Matched parents are sent email outreach to encourage engagement in the application process.
  - d. Custom Application Marketing features an application for smartphones and tablets, allowing students to browse and submit their application using a mobile method.
  - e. Submitted applications data will be available to you on a daily basis for direct download in a pre-established and tested format.
  - f. SENDedu will be available to each student's high school guidance counselor to enable electronic submission by the counselor of additional documents required for consideration for admissions, including a student's high school transcript.
  - g. Custom Application Marketing also includes the following:
  - h. Early Application Marketing (“EAM”): a multi-channel campaign to students and parents in expressing your interest in the student and laying the foundation for your invitation to apply.
  - i. An Application Deadline Mailing (“ADM”) timed to arrive just prior to your most significant application deadline with messaging to encourage completion and submission of the application. This mailing will be sent to applicable audiences in your campaign who have not yet submitted your admissions application.
  - j. If Organization enrolls in Cappex Inquiry Subscription and as applicable to Organization’s campaign strategy, Custom Application Marketing campaign may include student information sourced through the Cappex platform and include prospective students that are using the Cappex platform for their college search and decision process and have expressed an interest in hearing from any institution that may be interested in students like themselves (“Cappex Candidates”).
7. Transfer Application Marketing
- a. Transfer Application Marketing will include the development, deployment, management and analysis of a comprehensive multi-channel communications program that will contact prospective transfer students whose achievements, characteristics and prior actions make them desirable candidates for admissions and enrollment as transfers by Organization.
  - b. Transfer Application Marketing will include up to 3 launches and encourage these students to submit an application for admission to Organization.
8. Yield Optimization
- Yield Optimization will include the development, deployment, management and analysis of a comprehensive communications campaign to admitted students and/or financial aid services.
- Yield IQ
- a. EAB will aggregate 150+ demographic, financial aid, and EAB campaign data points to provide enhanced intelligence on Organization’s admitted student pool. Prescriptive analytics resulting from the model and



accessible through a self-service dashboard will be provided before and after admitted student survey deploys.

- b. Organization's admitted student pool will be surveyed regarding their enrollment intentions and guided through the next step of the enrollment process. This multi-channel program will consist of email messages, display advertising, and SMS communications to students, as well as targeted parent messages. Responses from the admitted student survey will be included in the data model.
- c. Organization will have access to a live counselor dashboard that provides enhanced student-level visibility of survey responses, allowing counselors to triage follow-up communications with admitted students.
- d. At the conclusion of the campaign, EAB will provide a Benchmarked Year-End Survey of students who indicated that they did not plan to deposit at your institution. The report will provide comparisons of Organization to other institutions participating in the Yield IQ Program.
- e. EAB will develop and deploy a letter mailing to admitted students, encouraging them to submit an enrollment deposit leading up to the deposit deadline.

## 9. Financial Aid Services

### a. Financial Aid Descriptive Analysis

- a. Services include the development of an extensive database from the combined admissions and financial aid data we acquire from you.
- b. From this database, we build a descriptive analysis which illustrates the behavior of the admitted student cohort for the most recently recruited classes, as a group and by segments.
- c. The descriptive analysis provides a review of the composition of the admitted student cohort, by segment, and how such responded to offers of grant aid;

### b. The Price Optimization Model

- a. Services also include the results from a statistically-driven live simulation model.
- b. Built into the model is the capacity to simulate financial aid packages for individual students, including add-on or stacked awards.
- c. In addition to customizing award strategy, this model is capable of showing the results of admitting more or less students from individual cells, or "buckets," in Organization's matrix.
- d. The simulation model allows manually adjusting yield expectations by cell.
- e. Award simulation and aid policy development counsel
- f. Tactical counsel for implementation of the aid policy
- g. Monitoring
- h. As financial aid data starts coming in, we monitor the composition of Organization's admitted student cohort and actual awards to inform potential mid-course adjustments. This monitoring process continues with your recruitment cycle.

## Virtual Tour & Studio Services

1. EAB's Virtual Tour weaves multiple media types into one single asset, transforming traditional photos and videos into 360-degree immersive and interactive content, while additionally capturing interest, intent, and inquiries. The following capabilities and deliverables may be included as applicable:
  - a. Maintenance and Support
  - b. Immersive experience: 360-degree photo and standard video
  - c. Interactive hotspots and campus maps
  - d. Shortened link
  - e. Third party tag support
  - f. Customizable Call to Action: including information capture and redirects
  - g. Web and mobile support
  - h. Visitor Reporting
  - i. Integration with EAB marketing campaigns
  - j. Inquiry Reporting from Organization's website
  - k. Unlimited Inquiry and Information Capture on Organization's website
  - l. Conversational inquiry forms on Organization's website
  - m. Unlimited asset storage
  - n. Unlimited sessions
  - o. Performance reporting
  - p. Quarterly remote-only minor content updates
  
2. The Virtual Tour offers a detailed 360-degree immersive photo and video experience. Users can tour specific buildings, classrooms, residence halls, and other nearby destinations that represent the desired Organization's brand experience. The Virtual Tour will include the following:
  - a. Up to 14 virtual tour destinations (utilizing flat approach photos and immersive 360 photos at each destination)
  - b. Audio guide
  - c. Interactive elements (approximately 1-3 per destination, can be of any type of Organization provided text/video/photo/spherical content for hotspot or positional media)

## Analytics Portal:

1. Leveraging information collected through EAB's inquiry form and tags placed on Organization's website:
  - a. Customizable Dashboard: View and organize submitted inquiries in one place; customize and filter based on specific user preferences and objectives
  - b. Understand Student Behavior: Uncover college-search patterns based on student interactions and network activity (activity across all EAB YouVisit partners) and benchmark against similar institutions
  - c. Inquiry List Management: Create segment lists and outbound strategies based on expressed interests, behavior, and/or registration data to target specific cohorts; save and share strategically across your team

### Add-On Items

#### Additional Virtual Tour:

- Smaller, more focused experiences intended to supplement the main Virtual Tour
- Up to 50 destinations to be used as needed across multiple mini tours (utilizing flat approach photos and immersive 360 photos at each destination)
- Audio Guide
- Interactive elements (approximately 1-3 per destination, can be of any type of Organization provided text/video/photo/spherical content for hotspot or positional media)

## 2. Organization Responsibilities:

Organization will designate a content administrator ("Organization Administrator") and certain other representatives of Organization ("Organization Users") who shall have access to and be held responsible for uploading and maintaining Organization Materials for the Virtual Tour. The Organization Administrator and Organization Users shall have the responsibility for keeping passwords and usernames confidential and shall upload and maintain such Organization Materials in accordance with the terms of this Agreement.

### Data & Technical Specifications

3. 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.
  - a. Identify a Data Lead(s) and participate in Data Planning Call(s) within one (1) week of EAB's request
  - b. Provide comprehensive and valid data files as outlined below on or before a date agreed upon in the Data Planning Call(s)
  - c. Coordinate with EAB to ensure that the application data are reliable and valid. EAB will provide test cases for Organization to validate against their source systems [Not Applicable to Financial Aid Optimization]
  - d. Share Single Sign On protocol to establish secure identity management between systems within the first six weeks of the start of the Program Term [Only Applicable to the Transfer Portal programs]
  - e. Automate data feeds at EAB-requested frequency by the end of the data implementation

4. 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  |
|---|---|--|
| Undergraduate Enrollment Services (Search, App Marketing, etc.) | SIS, ERP, and/or CRM                          | Including current and historical entering class data (up to 3 finalized years)             |
| Financial Aid Optimization                                      | SIS, ERP, Financial Aid System(s), and/or CRM | Including current and historical admitted and enrolling students (up to 5 finalized years) |
| Transfer Portal   | SIS, Degree Audit                             | Institutional course equivalencies and AP/IB/CLEP exams; degree rules                      |

5. 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:

- a. Outline source data fields required for implementation of Program(s) in consultation with EAB staff and Organization subject matter experts;
- b. Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of the Program(s);
- c. Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by the Program(s); and
- d. Work with Organization’s staff to integrate the Data Integration Services queries or code into the production environment.

6. 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. In the event Organization does not provide access to the required applications within two weeks, EAB may assess a one-time fee of up to \$15,000 per applicable source system for the Data Integration Services pursuant to a written addendum.

7. 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 one (1) week after the Technical Planning Call.

System Conversions, Upgrades and Other Changes

Program fees are based upon Organization’s current source system(s). For any system conversions and/or material upgrades that impact integration points such as web-service APIs that require reprocessing, remapping and revalidation of data, EAB will require a one-time re-implementation fee based on the source system impacted included in the table below. In addition, Organization agrees to notify EAB in writing at least six (6) months in advance of any system conversions and/or material upgrades which require reprocessing, remapping, and revalidation of data. A signed addendum agreed to by both parties must be completed prior to starting any re-implementation. EAB is not responsible for any impacts on or delays to the Program(s) due to any system modifications.

| Source System        | One-Time Fee  |
|----------------------|---|
| SIS                  | 10% of applicable current FY program fees, OR a maximum of \$40,000 |
| Degree Audit System  | 5% of applicable current FY program fees, OR a maximum of \$20,000  |
| CRM                  | 5% of applicable current FY program fees, OR a maximum of \$20,000  |
| Financial Aid System | 5% of applicable current FY program fees, OR a maximum of \$10,000  |

Data Aggregation: EAB may aggregate or analyze student-level and institutional-level data across Organization cohorts to enhance the Program(s). EAB may provide these insights from such analysis to Organization in various forms, for example, benchmarking Organization’s performance against a group of peer institutions, which may include data at the individual student level. EAB may also use such information to optimize and improve the efficacy of the Program(s) relative to individual students, such as modifying communication strategies based on student-level or parent-level behavior across all of EAB's interactions with such individual.

Scope of Services: Graduate Services

Adult Learner Recruitment

## Scope of Services

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

### 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 academic programs. The Strategic Leader will serve as Organization's primary point of contact. The Strategic Leader will work collaboratively 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.

EAB staff will monitor and coordinate the following services along with the descriptions in the Summary of Program Services for Organization as applicable:

- a. Delivery of on-going marketplace assessments and trend analyses on both market research as well as market observation
- b. Audience and targeting recommendations for optimal results (including, as applicable, list recommendations and list order placement)
- c. Creation of marketing strategy and development of creative assets for the multi-channel marketing campaign
  - (i) Delivery of customized marketing strategy based on EAB Audience Insights
  - (ii) Development and hosting of dynamic, responsive landing pages
  - (iii) Design and deployment of email campaigns in EAB's Student Journey
  - (iv) Design and deployment of digital advertisements through channels such as Facebook, Instagram, LinkedIn, and Google
- d. Design, production, and deployment of printed materials
- e. Delivery of data-driven campaign reporting, analysis, and optimization recommendations
  - (i) Exchange of data via secure FTP
  - (ii) On-going refinement of campaign strategy based on performance monitoring and assessments
  - (iii) Recurring, on-going reporting as well as detailed interim and final analyses
  - (iv) Use of EAB's proprietary methods and systems

## 8. Summary of Program Services

### Audience and Targeting Recommendations

- a. EAB Audience Insights utilizes a proprietary data modeling engine to analyze Organization's historical student populations and corresponding consumer variables to isolate and prioritize the most relevant demographic and psychographic variables. EAB develops a custom student profile that includes analyses of historical student population, discoverable consumer variables, and EAB developed insights.

The following audiences will be included in these Services:

- a. Affinity Audience Generation: Proprietary data modeling engine identifies a customized list of high affinity audience members with unique contact information for campaign outreach. Customized list of high affinity audience members generated via the proprietary data modeling engine, which will include the following:
  - i. Development of affinity models and associated prospect audience relies on Organization providing EAB with at least 1,400 historical student records per model. Includes data integration, student profile reporting, identification of high affinity prospect audiences, and targeting of prospect audiences for multichannel marketing campaigns.
  - ii. Maximum of 5 simultaneous digital display ads for each affinity model prospect audience

9. Prospective Student Identification: EAB cultivates prospective students whose achievements, characteristics, and prior actions make them a strong potential match for Organization's academic programs:

Audiences could include the following prospective student populations:

- a. Those who have previously expressed an interest in learning more about the Organization academic program;
- b. Those whose data is newly available from list sources;
- c. Those who did not respond to prior search initiatives when previously contacted; and
- d. Relevant (or young alumni) alumni and current undergraduate seniors.
- e. First-party digital audiences

## 10. Marketing Strategy

EAB Student Journey Campaign creation and deployment including:

Multichannel digital campaigns including Facebook, Instagram, LinkedIn, and Google Ads display advertisements with flighting strategy aligned with Organization goals. The following advertisements will be included for the campaign duration:

- a. Up to 5 simultaneous Facebook and Instagram advertisements
- b. Up to 3 simultaneous LinkedIn advertisements
- c. Up to 3 simultaneous Google Ads (including Gmail Sponsored Promotion)

- d. Direct mail package per model delivered to high affinity audience prospective student population identified in the High Affinity Audience Generation above.

11. Launch multichannel campaigns to facilitate consideration and decision including:

- a. Retargeting digital campaigns on Google Ads and Facebook from all EAB hosted landing pages.
- b. EAB will develop and host responsive landing pages to support prospect engagement with relevant institution content, inquiry form submission, and initiation of the application process for all prospect audiences, augmented by site-based digital retargeting campaigns, including:
  - i. Creation of application landing page to facilitate prospective student access to the application, inquiry generation, and further research with program information.
  - ii. Creation of micro-survey hosted on landing page to understand student intent. Responders receive customized email response.
  - iii. Creation of content give deployed through gated landing page to promote program information and engage prospective students. Responders receive an SMS message in addition to email response.
  - iv. Creation and deployment of monthly newsletter, as applicable.
  - v. Up to 3 versions of direct mail package including personalized letter delivered to prospective student identified in Prospective Student Identification above.

12. Responsive email campaigns:

- a. Welcome campaign including up to 5 emails.
- b. Nurture campaign including up to 10 emails.
- c. Application campaign including up to 10 emails.
- d. Up to 1 behavior-based trigger email to most engaged prospects.
- e. Deadline campaign including up to 6 emails for up to 3 deadlines across the year.
- f. Up to 8 additional emails triggered by key interactions or campaign events
- g. Utilizing dynamic content based on student data.
  - I. 4 customized content copy versions for welcome email based on lead source.
  - II. 10 customized content copy versions for micro-survey response email based on survey response.

13. Services include the development, hosting, management and analysis of Organization's online web application. All students who select the apply link will be directed seamlessly to the EAB-hosted Organization application.

- a. EAB-hosted custom application features a perfectly rendered application for smartphones, tablets, and desktop web browsers, allowing students to navigate and submit their application using their preferred method.
- b. Data will be sent on a daily basis for direct download in a pre-established and tested format.



c. SMS campaign to drive application completion.

14. Strategic support to event recruitment including an event strategy planning session, event brief, and intent-driven multi-channel marketing campaign including:

- a. Event marketing display ads on Facebook and LinkedIn.
  - Up to 3 display ads per event
- b) Pre- and post-event emails to targeted set of included student journey audiences and new users who come through event display ads.
  - Up to 5 event intro/deadline emails per event
  - Up to 3 event reminder emails per event
  - Up to 2 post-event emails
- c) Dynamic RSVP and Post-Event survey landing page.

#### Virtual Tour

1. EAB's Virtual Tour weaves multiple media types into one single asset, transforming traditional photos and videos into 360-degree immersive and interactive content, while additionally capturing interest, intent, and inquiries. The following capabilities and deliverables may be included as applicable:
  - a. Maintenance and Support
  - b. Immersive experience: 360-degree photo and standard video
  - c. Interactive hotspots and campus maps
  - d. Shortened link
  - e. Third party tag support
  - f. Customizable Call to Action: including information capture and redirects
  - g. Web and mobile support
  - h. Visitor Reporting
  - i. Integration with EAB marketing campaigns
  - j. Inquiry Reporting from Organization's website
  - k. Unlimited Inquiry and Information Capture on Organization's website
  - l. Conversational inquiry forms on Organization's website
  - m. Unlimited asset storage
  - n. Unlimited sessions
  - o. Performance reporting
  - p. Quarterly remote-only minor content updates
2. Additional Virtual Tour: The mini virtual tour offers a detailed 360-degree immersive photo and video experience. Users can tour specific buildings, classrooms, residence halls, and other nearby destinations that represent the desired Organization's brand experience. The virtual tour will include the following:
  - a. Up to 10 virtual tour destinations (utilizing flat approach photos and immersive 360 photos at each destination)

- b. Audio guide
- c. Interactive elements (approximately 1-3 per destination, can be of any type of Organization provided text/video/photo/spherical content for hotspot or positional media)

3. Analytics Portal: Leveraging information collected through EAB’s inquiry form and tags placed on Organization’s website:

- a. Customizable Dashboard: View and organize submitted inquiries in one place; customize and filter based on specific user preferences and objectives
- b. Understand Behavior: Uncover patterns based on interactions and network activity (activity across all EAB YouVisit organizations) and benchmark against similar institutions
- c. Inquiry List Management: Create segment lists and outbound strategies based on expressed interests, behavior, and/or registration data to target specific cohorts; save and share strategically across your team

4. Organization Responsibilities:

Organization will designate a content administrator (“Organization Administrator”) and certain other representatives of Organization (“Organization Users”) who shall have access to and be held responsible for uploading and maintaining Organization Materials for the Virtual Tour. The Organization Administrator and Organization Users shall have the responsibility for keeping passwords and usernames confidential and shall upload and maintain such Organization Materials in accordance with the terms of this Agreement.

5. Delivery of Data-Driven Campaign Reporting, Analysis, and Optimization Recommendations

- a. Partner Portal: 24/7 on-demand access to your campaign performance data by segment right from your desktop or device, enabling you to filter key performance data by demographic, providing detailed insights into campaign performance by segment. The portal also allows you to share campaign performance data with stakeholders on campus to inform strategic conversations and spark action. KPIs are tracked to optimize recruitment strategy and provide ultimate transparency and reporting on marketing investments.
- b. Campaign Performance Monitoring: Ongoing evaluation of email deliverability, email open data, testing of email response preferences, and on-going associated adjustments, as well as coordination with digital marketing and in-home paper delivery, will allow for maximum campaign adjustments and performance. Digital marketing campaigns include ongoing monitoring across channels and campaigns to identify opportunities for optimization and reallocation of marketing spend. Using best available data from the Organization, EAB will collaborate with the Organization to analyze and report on the campaign contribution on enrollment outcomes.
- c. If an application is developed and hosted by EAB, then during the term of this Agreement, Organization may access My Royall™, EAB’s Organization-only website for program reporting and analysis for the application process as part of the Student Journey.

6. Social Media Accounts

Organization agrees to establish the following social media accounts as soon as practicable following the Program Term(s) and to grant EAB agency 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"> <li>• Assign EAB as a Facebook Page Admin</li> <li>• Add EAB as a Partner and grant Leads Access Permissions for direct access inquiries generated from Facebook Lead Form ads</li> </ul>                                 |
| LinkedIn   | <ul style="list-style-type: none"> <li>• Assign EAB as a LinkedIn Page Admin</li> <li>• Grant EAB “Sponsored Content Poster” and “Lead Gen forms Manager” permissions to create ads and to access inquiries generated from LinkedIn Lead Form ads</li> </ul> |
| Google Analytics   | <ul style="list-style-type: none"> <li>• Provide EAB with “Read &amp; Analyze” access to your .edu Google Analytics account (the property level) to provide insight into campaign analysis and performance</li> </ul>  |
| Other social media accounts as mutually agreed upon by the Parties | <ul style="list-style-type: none"> <li>• As mutually agreed upon by the parties</li> </ul>   |

\* Facebook Business Manager is a platform that enables Organization and EAB to integrate Facebook marketing efforts. With Business Manager, Organization may run and track advertisements, manage assets such as your Facebook Pages, and add EAB to help manage your advertising campaign.

\*\* LinkedIn Campaign Manager is a platform to access Organization’s advertising account and manage Organization’s campaigns.

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

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 may 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.

7. 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.

- a. Identify a Data Lead(s) and participate in Data Planning Call(s) within one (1) week of the execution of the Program Order Form
- b. Provide comprehensive and valid data files as outlined below on or before a date agreed upon in the Data Planning Call(s)
- c. 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
- d. 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.

8. 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 | One-time delivery of historical entering class data (up to 5 finalized years) and ongoing data feeds of current entering class data |

9. 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-View, 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.

10. Implementation Support – If applicable, in providing the Data Integration Services, EAB will, where possible:
- a) Outline source data fields required for implementation of Program(s) in consultation with EAB staff and Organization subject matter experts;
  - b) Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of the Program(s);

- c) Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by the Program(s); and
- d) Work with Organization's staff to integrate the Data Integration Services queries or code into the production environment.

11. 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.

12. 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.

## Scope of Services: Financial Aid Optimization Services

### Undergraduate Enrollment Services

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

#### 1. Coordination of Services

Upon execution of this Program Order Form, EAB will assign a team led by key senior EAB staff member (Principal or Strategic Leader) who will serve as Organization's primary point of contact and work collaboratively with Organization leaders and staff to meet the program objectives outlined herein.

The EAB staff member is responsible for coordinating service delivery and program management across the Term, including program messaging, sequencing, and utilization of paper and electronic media.

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.

#### 2. Financial Aid Services - Summary of Program Services

##### Financial Aid Optimization

##### Financial Aid Descriptive Analysis

- a. Services include the development of an extensive database from the combined admissions and financial aid data we acquire from you.
- b. From this database, we build a descriptive analysis which illustrates the behavior of the admitted student cohort for the most recently recruited classes, as a group and by segments.
- c. The descriptive analysis provides a review of the composition of the admitted student cohort, by segment, and how such responded to offers of grant aid.

#### 3. The Price Optimization Model

- a. Services also include the results from a statistically-driven live simulation model.
- b. Built into the model is the capacity to simulate financial aid packages for individual students, including add-on or stacked awards.
- c. In addition to customizing award strategy, this model is capable of showing the results of admitting more or less students from individual cells, or "buckets," in Organization's matrix.
- d. The simulation model allows manually adjusting yield expectations by cell.
- e. Award simulation and aid policy development counsel
- f. Tactical counsel for implementation of the aid policy

#### 4. Monitoring

- a. As financial aid data starts coming in, we monitor the composition of Organization's admitted student cohort and actual awards to inform potential mid-course adjustments. This monitoring process continues with your recruitment cycle.
- b.

#### 5. 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.

- a. Identify a Data Lead(s) and participate in Data Planning Call(s) within one (1) week of EAB’s request
- b. Provide comprehensive and valid data files as outlined below on or before a date agreed upon in the Data Planning Call(s)
- c. Coordinate with EAB to ensure that the application data are reliable and valid. EAB will provide test cases for Organization to validate against their source systems [Not Applicable to Financial Aid Optimization]
- d. Share Single Sign On protocol to establish secure identity management between systems within the first six weeks of the start of the Program Term [Only Applicable to the Transfer Portal programs]
- e. Automate data feeds at EAB-requested frequency by the end of the data implementation

6. 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  |
|---|---|--|
| Undergraduate Enrollment Services (Search, App Marketing, etc.) | SIS, ERP, and/or CRM                          | Including current and historical entering class data (up to 3 finalized years)             |
| Financial Aid Optimization                                      | SIS, ERP, Financial Aid System(s), and/or CRM | Including current and historical admitted and enrolling students (up to 5 finalized years) |
| Transfer Portal   | SIS, Degree Audit                             | Institutional course equivalencies and AP/IB/CLEP exams; degree rules                      |

7. 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.

8. Implementation Support – If applicable, in providing the Data Integration Services, EAB will, where possible:
  - a) Outline source data fields required for implementation of Program(s) in consultation with EAB staff and Organization subject matter experts;
  - b) Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of the Program(s);
  - c) Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by the Program(s); and
  - d) Work with Organization’s staff to integrate the Data Integration Services queries or code into the production environment.
  
9. 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. In the event Organization does not provide access to the required applications within two weeks, EAB may assess a one-time fee of up to \$15,000 per applicable source system for the Data Integration Services pursuant to a written addendum.
  
10. 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 one (1) week after the Technical Planning Call.

System Conversions, Upgrades and Other Changes

Program fees are based upon Organization’s current source system(s). For any system conversions and/or material upgrades that impact integration points such as web-service APIs that require reprocessing, remapping and revalidation of data, EAB will require a one-time re-implementation fee based on the source system impacted included in the table below. In addition, Organization agrees to notify EAB in writing at least six (6) months in advance of any system conversions and/or material upgrades which require reprocessing, remapping, and revalidation of data. A signed addendum agreed to by both parties must be completed prior to starting any re-implementation. EAB is not responsible for any impacts on or delays to the Program(s) due to any system modifications.

| Source System        | One-Time Fee  |
|----------------------|---|
| SIS                  | 10% of applicable current FY program fees, OR a maximum of \$40,000 |
| Degree Audit System  | 5% of applicable current FY program fees, OR a maximum of \$20,000  |
| CRM                  | 5% of applicable current FY program fees, OR a maximum of \$20,000  |
| Financial Aid System | 5% of applicable current FY program fees, OR a maximum of           |



|  |          |
|--|----------|
|  | \$10,000 |
|--|----------|

11. Data Aggregation: EAB may aggregate or analyze student-level and institutional-level data across Organization cohorts to enhance the Program(s). EAB may provide these insights from such analysis to Organization in various forms, for example, benchmarking Organization’s performance against a group of peer institutions, which may include data at the individual student level. EAB may also use such information to optimize and improve the efficacy of the Program(s) relative to individual students, such as modifying communication strategies based on student-level or parent-level behavior across all of EAB's interactions with such individual.

## Scope of Services: Optional Add-On Services

### Transfer Portal Technology Platform:

The platform allows prospective transfer students to access on-demand self-service credit estimates, compare progress to degree across multiple programs, and identify requirements for their target majors. It also guides them through Organization’s transfer process from inquiry to enrollment and provides rich prospective student data to internal staff. The specific features of the platform are described in more detail below.

#### Self-service Credit Estimations, Including Progress to Degree

- a. Prospective transfer students can estimate their progress-to-degree for any transferable major before they apply by loading their previous college coursework and AP/IB/CLEP exam credits
- b. Recommended majors for exploration are also provided based on where prospective transfer students are closest to completing a degree

#### 2. Major and Career Exploration

- a. Detailed program descriptions for prospective transfer students to explore majors and requirements and identify a “best fit” program
- b. Integration with ONET data provides students with information on related careers (including job demand and salary information), reinforcing the value of an undergraduate degree

#### 3. Customizable, Personalized Checklist to Keep Prospects on Track to Enroll

- a. Customizable checklist of admissions events and deadlines breaks down the application process into manageable steps and allows prospective transfer students to track their progress
- b. Checklists that can be personalized by projected enrollment term, which provides flexibility to present unique paths for prospects ready to transfer now or at a future date

#### 4. Consolidated List of Key Institutional Resources

- a. A consolidated list of transfer-friendly resources provides a one-stop shop for prospects to further explore Organization and reach out for any additional guidance

#### 5. Admissions-Facing Dashboard

- a. Dashboard for admissions counselors and other staff to review students’ submitted demographic and academic information to help tailor communications and prioritize recruitment efforts
- b. Dashboard for staff to access courses submitted by students for review, enabling Organization staff to immediately flag and manage equivalency gaps (when new equivalencies are added to the SIS course equivalency tables, the Portal will update and notify the student)

#### 6. Transfer Portal Advisory Services: Implementation, Change Management & Ongoing Support

To ensure Organization’s strategic transfer enrollment priorities are aligned to a successful Transfer Portal launch and ongoing strategic use, EAB has crafted a service model to examine Portal readiness and support longer-term portal optimization efforts at the outset of the Program Term and provide robust implementation support. This service model includes:

7. EAB Delivery Team: Organization will have access to the following EAB staff resources who are available as outlined during and after Transfer Portal implementation to partner with and support Organization staff
  - a. *Transfer Consultant*: Serves as an overall project lead responsible for understanding institutional transfer program goals and institutional processes that guide the Portal implementation process, makes recommendations, and supports the overall Portal launch strategy. Following implementation, s/he will provide guidance and support to expand transfer portal utilization and drive more strategic use of the platform to further Organization's transfer goals.
  - b. *Organization Technical Support/Data Integration Specialist*: Responsible for managing all aspects of the technical implementation of the Transfer Portal, of which the core components include transferring Portal data from the source Degree Audit and SIS databases, mapping it to EAB's data model, and validating an efficient transmission of these data. Following portal implementation, s/he will work to resolve issues identified by Organization's application administrators.
8. Readiness & Optimization Assessment: During the first twelve (12) weeks of the Program Term, EAB staff will deliver an assessment of Organization's current Transfer program along with customized recommendations to support an effective implementation of Transfer Portal. The assessment will be based on a review of market data and conversations with key campus stakeholders.
  - a) Onsite Working Sessions: During the first year, EAB staff will travel to Organization's campus for up to two (2) onsite working sessions with Organization staff to support the Transfer Portal implementation and launch. In subsequent years of the Program Term, EAB staff will travel to Organization's campus for up to one (1) onsite with Organization staff to provide ongoing strategic support.
  - b) Bi-Weekly Project Update Calls: During the Portal Implementation process, the dedicated Transfer Consultant will host bi-weekly calls with the Organization's designated Transfer Portal Project Owner to discuss progress on implementation, confirm next steps, and conduct working sessions as needed; in addition, the Portal Data Integration Specialist will facilitate bi-weekly technical check-in calls with the Organization's designated IT and functional expert staff on technical requirements and data validation - technical check-ins typically run for up to 8-weeks after the technical kick-off.
  - c) Leadership Check-In Calls: Following implementation, EAB staff is available for check-in calls with leadership teams monthly and with executive sponsors quarterly.
  - d) On Demand Phone & Email Support: EAB staff is also available to provide additional support via email and phone outside of scheduled leadership calls and onsite sessions.

The following are some examples of the support EAB's Transfer Portal Delivery Team can provide through the check-in calls and onsite working sessions:

9. Project Planning & Advisory Services:
  - a. Develop and monitor project plans for the implementation of the portal
  - b. Partner with Organization in determining priority transfer initiatives aligned to portal readiness and optimization
  - c. Provide recommendations to support portal implementation and ongoing value delivery
  - d. Develop an annual service plan in partnership with Organization

- e. Identify areas of opportunity to best leverage the technology

10. Platform Configuration and Workgroup Support:

- a. Support transfer research, workflow and promotion best practice discussions
- b. Provide resources to support active transfer portal workgroups, including transfer portal promotion and communication campaign activities
- c. Document transfer enrollment data definitions and transfer data management practices

12. Training & Engagement:

- a. Facilitate sessions to enfranchise key leaders, stakeholders, and end-users
- b. Facilitate sessions for transfer portal user testing during the implementation process
- c. Facilitate portal training sessions or access to training resources for new features
- d. Provide toolkits and templates to inform portal readiness and optimization initiatives
- e. Delve into analytics with select Organization leaders

University Responsibilities:

1. Identify and maintain a staff member to serve in the following roles in the first two (2) weeks of the Program Term:

- a. *Program Sponsor* –Senior administrative leader or executive responsible for setting transfer goals and expectations aligned to platform utilization and transfer enrollment initiatives with key stakeholders on campus; provides project oversight and direction to ensure continued progress and project success.
- b. *Technical Sponsor* – Senior IT leader responsible for providing oversight for technical data transfer decisions, ensures support for initiative in terms of resources and feedback, holds team accountable to assigned responsibilities, signs-off on data maintenance strategy; and ensures EAB staff are aware of any relevant technical updates, conversions, or changes.
- c. *Program Owner* – Provides day-to-day project leadership and manages activities and progress of the leadership and build/engagement teams on an ongoing basis. Engages key stakeholder groups on campus as appropriate.
- d. *Technical Lead/Extract Programmer(s)* – Works with EAB to coordinate initial configuration for data transfer, maintains the feeds as needed throughout the implementation process, and directs team as it relates to ongoing maintenance.
- e. *Technical Business Process Expert(s)* – Experts in course equivalency, degree audit, and exam (AP/IB/CLEP) data entry; provide expertise into data entry definitions, processes and procedures during initial data mapping phase, as well as support of the Transfer Portal results during pilot phase.
- f. *Core Group of Institutional Stakeholders* – Cross-functional leaders from transfer-facing offices, including but not limited to admissions, registrar’s office, student success/advising, financial aid, and academic leadership. Participates in institutional stakeholder survey and assessment and recommendations onsite session, may participate in ongoing transfer portal or transfer initiative working groups; leverages EAB documentation, training materials, and self-service resources as appropriate

2. Schedule and hold a “Technical Kick Off” call with the Program Sponsor, Technical Sponsor, and EAB’s Data Integration Specialist within the first 30 days of the Program Term and facilitate the exchange of data (as outlined below)
3. Schedule and hold a “Transfer Portal Welcome Call” call with the Program Sponsor, Program Owner, and EAB’s Transfer Consultant within the first 30 days of the Program Term to discuss the Transfer Portal project plan and complete the data requirements for the assessment process
4. Schedule and ensure cross-functional staff attendance during onsite working sessions; ensure feedback is provided during portal user-testing phase prior to implementation
5. Assign internal staff to participate in Transfer Portal implementation workgroups, including but not limited to: Portal Promotion Workgroup; Portal Content Management Workgroup; Admissions Workflow & Lead Management Workgroup; Pending Course Workflow Workgroup; and Partnership Workgroup. Additional working groups for high priority transfer initiatives may be suggested based on assessment recommendations
6. Schedule and hold an annual executive update call with Executive Sponsor and Program Sponsor in each subsequent Year to discuss updates to institutional transfer enrollment goals, project progress, feedback on continuous improvement areas, and plan for year ahead
7. Develop an annual service plan in collaboration with EAB Service team
8. Revisit assessment and transfer goals at least annually to determine Organization’s level of transfer-friendliness
9. Ensure assigned staff are available to participate in the following:
  - a. *Program Sponsor*: check-in calls with EAB Transfer Consultant up to once a calendar quarter
  - b. *Program Owner*: check-in calls with EAB Transfer Consultant up to once a month (and bi-weekly during the first-year implementation process)
  - c. *Technical Sponsor*: check-in calls with EAB as needed (and bi-weekly during the first 8 weeks of the implementation process)
10. Provide ongoing feedback on the platform to help EAB drive ongoing product development and innovation, including but not limited to usability, functionality, bug reports, and test results
11. Partner with EAB to develop and execute strategies to drive adoption (i.e., access product) and ongoing utilization of Transfer Portal among prospective transfer students, staff, and influencers

#### Data & Technical Requirements

1. Organization is responsible for transmitting a valid set of data files to the EAB secure data center. Both historical as well as current data are required. Data from the following system(s) are expected to be extracted and transmitted:
  - a. Student Information System (SIS)
  - b. Centralized Degree Audit DB
2. Organization will coordinate with EAB to ensure that the application data are reliable and valid. EAB will provide test cases for Organization to validate against their SIS, and will ensure that institutional course equivalencies and AP/IB/CLEP exams are centrally stored and updated in the SIS. In addition to data from the above systems and other systems mutually agreed upon as relevant, Organization shall send at least 30 student

transcripts and degree audit samples for EAB rule validation processes and collaborate with EAB to configure application content, including, but not limited to, program names and descriptions, checklist content and deadlines, custom messages and links, and resource cards.

3. Organization agrees to complete the following requirements by the specified dates or milestones:
  - a. Provide comprehensive and valid data files to EAB within ten (10) weeks of the start of the Program Term
  - b. Share Single Sign On protocol to establish secure identity management between systems within the first six weeks of the start of the Program Term
  - c. Automate nightly feeds by the end of the technical implementation
  - d. System Conversions, Upgrades and Other Changes

Program fees are based upon Organization’s current Student Information System (SIS) configuration. For any system conversions and/or material upgrades that impact integration points such as web-service APIs that require reprocessing, remapping and revalidation of data will require a one-time re implementation fee based on the source system impacted included in the table below. In addition, the Organization agrees to notify EAB in writing at least six (6) months in advance of any system conversions and/or material upgrades which require reprocessing, remapping, and revalidation of data. A signed addendum agreed to by both parties must be completed prior to starting the re-implementation. EAB is not responsible for any impacts on or delays to the Program due to any system modifications.

| Organization’s System | One-Time Fee                       |
|-----------------------|------------------------------------|
| SIS                   | 40% of one-time implementation fee |
| Degree Audit System   | 20% of one-time implementation fee |

(Optional Implementation Service)

1. Data Integration Services

EAB Data Integration Services are a set of highly recommended yet optional delivery services provided to generate necessary data from the SIS to populate the Transfer Portal during implementation. EAB offers these optional Data Integration Services free of charge for the first year of the Program. This service is available for following source systems: Banner, Peoplesoft, Colleague (SQL), Jenzabar CX, and Jenzabar EX. If you have a relational-based source system that is not on this list EAB will conduct a feasibility assessment to determine if EAB can provide Data Integration Services for those systems.

2. Implementation Support - If applicable and feasible following the feasibility assessment, in providing the EAB Data Integration Services, EAB shall do the following, where possible in the first year of the Program:

- a. Outline source data fields required for implementation of Transfer Portal in consultation with EAB staff and Organization subject matter experts
  - b. Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of Transfer Portal
  - c. Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by Transfer Portal
  - d. Work with Organization's staff to integrate the Data Integration Services queries or code into the production environment
3. Institution Support Requirements - If applicable and feasible following the feasibility assessment, EAB is pleased to provide Organization with the Data Integration Services at no additional cost for the first year of the Program. Shortly after enrolling in the Program, the Organization and an assigned team of EAB employees will participate in a "Technical Planning Call" to discuss 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. In the event Organization does not provide access to the required applications within two weeks, EAB may assess a one-time fee of up to \$15,000 per source system for the Data Integration Services pursuant to a written addendum.
4. Data Access Permissions -The Organization will coordinate the delivery to EAB of any and all confidentiality agreements, data use agreements, or similar agreements required by the Organization's SIS vendor in order to permit EAB access to interact with the Organization's SIS and deliver appropriate data feeds to Transfer Portal. All such documentation shall be delivered to EAB one week after the Technical Planning Call.

## TRANSFER APPLICATION

### Undergraduate Enrollment Services

EAB will provide the services described below on behalf of the Organization to support their enrollment goals

and objectives.

1. Coordination of Services

Upon execution of this Program Order Form, EAB will assign a team led by key senior EAB staff member (Principal or Strategic Leader) who will serve as Organization's primary point of contact and work collaboratively with Organization leaders and staff to meet the program objectives outlined herein.

The EAB staff member is responsible for coordinating service delivery and program management across the Term, including program messaging, sequencing, and utilization of paper and electronic media.

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.

EAB staff will monitor and coordinate the following services along with the descriptions in Summary of Program Services for Organization as applicable:

- a. Audience recommendations for optimal results (including, as applicable, list recommendations and list order placement)
- b. Creative development: copy and design of all communication channels (print packages, emails, web pages, display ads, SMS text messages)
- c. Production of printed materials
- d. Development and hosting of program response sites
- e. Automated, regular exchange of Organization data via secure FTP to EAB
- f. Return of required responder data to the Organization's student information system ("SIS"), enterprise resource planning ("ERP") system or customer relationship management ("CRM") system
- g. Mailing and mail tracking
- h. Email deployment and delivery tracking
- i. Interim and final analyses
- j. Use of EAB's proprietary methods and systems

In addition, during the term of this Agreement, Organization has access to the following:

- a. Enrollment IQ, a comprehensive, full funnel performance monitoring dashboard that allows you to track enrollment metrics using your entering class data (available for freshman audiences only upon EAB's regular receipt of Organization's entering class files).
- b. College Greenlight Community Based Organization (CBO) Network and thought leadership seminars in support of institution's access and equity goals.
- c. Complimentary membership to the National Student Clearinghouse Student Tracker Premium service (valued at up to \$2,700 per year).
- d. My Analytics™, EAB's Organization-only website, for real-time program reporting and analysis to applicable campaigns.
- e. Benchmarking reports in which EAB will compare enrollment metrics for Organization against a set of peer institutions (available for freshman audiences only upon EAB's regular receipt of Organization's entering class files).



- f. EAB's proprietary enrollment research through EAB.com and other consultative resources.
- g. An Awareness and Perception Study (valued at \$20,000) every 2-4 years designed to measure prospective students' awareness and familiarity with your institution and a set of your institution peers.

#### Summary of Program Services

##### 1. Custom Transfer Application Marketing

- a. Custom Transfer Application Marketing will include the development, deployment, management and analysis of a comprehensive multi-channel communications program that will contact prospective transfer students whose achievements, characteristics and prior actions make them desirable candidates for admissions and enrollment as transfers by Organization.
- b. Custom Transfer Application Marketing will launch up to 3 times and will encourage students to submit an application for admission to Organization, and includes the provision of an online admissions application, designed for ease of completion, personalized with each student's name and other pertinent information, and branded uniquely for Organization.
- c. A self-initiated application experience will be built to capture applicants on your .edu site inclusive of an email stream driving urgency and encouraging completion. (If applicable)
- d. Custom Transfer Application Marketing features an application for smartphones and tablets, allowing prospective transfer students to browse and submit their application using a mobile method.
- e. Submitted applications data will be available to you on a daily basis for direct download in a pre-established and tested format.
- f. SENDedu may be available to enable electronic submission of supplemental materials.

#### Data & Technical Specifications

- 1. 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.
  - a. Identify a Data Lead(s) and participate in Data Planning Call(s) within one (1) week of EAB's request
  - b. Provide comprehensive and valid data files as outlined below on or before a date agreed upon in the Data Planning Call(s)
  - c. Coordinate with EAB to ensure that the application data are reliable and valid. EAB will provide test cases for Organization to validate against their source systems [Not Applicable to Financial Aid Optimization]
  - d. Share Single Sign On protocol to establish secure identity management between systems within the first six weeks of the start of the Program Term [Only Applicable to the Transfer Portal programs]
  - e. Automate data feeds at EAB-requested frequency by the end of the data implementation

##### 2. 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  |
|---|---|--|
| Undergraduate Enrollment Services (Search, App Marketing, etc.) | SIS, ERP, and/or CRM                          | Including current and historical entering class data (up to 3 finalized years)             |
| Financial Aid Optimization                                      | SIS, ERP, Financial Aid System(s), and/or CRM | Including current and historical admitted and enrolling students (up to 5 finalized years) |
| Transfer Portal   | SIS, Degree Audit                             | Institutional course equivalencies and AP/IB/CLEP exams; degree rules                      |

3. 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.

4. Implementation Support – If applicable, in providing the Data Integration Services, EAB will, where possible:
- a. Outline source data fields required for implementation of Program(s) in consultation with EAB staff and Organization subject matter experts;
  - b. Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of the Program(s);
  - c. Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by the Program(s); and
  - d. Work with Organization’s staff to integrate the Data Integration Services queries or code into the production environment.
5. 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. In the event Organization does not provide access to the required applications within two weeks, EAB may assess a one-time fee of up to \$15,000 per applicable source system for the Data Integration Services pursuant to a written addendum.

6. 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 one (1) week after the Technical Planning Call.

System Conversions, Upgrades and Other Changes

Program fees are based upon Organization’s current source system(s). For any system conversions and/or material upgrades that impact integration points such as web-service APIs that require reprocessing, remapping and revalidation of data, EAB will require a one-time re-implementation fee based on the source system impacted included in the table below. In addition, Organization agrees to notify EAB in writing at least six (6) months in advance of any system conversions and/or material upgrades which require reprocessing, remapping, and revalidation of data. A signed addendum agreed to by both parties must be completed prior to starting any re-implementation. EAB is not responsible for any impacts on or delays to the Program(s) due to any system modifications.

| Source System        | One-Time Fee  |
|----------------------|---|
| SIS                  | 10% of applicable current FY program fees, OR a maximum of \$40,000 |
| Degree Audit System  | 5% of applicable current FY program fees, OR a maximum of \$20,000  |
| CRM                  | 5% of applicable current FY program fees, OR a maximum of \$20,000  |
| Financial Aid System | 5% of applicable current FY program fees, OR a maximum of \$10,000  |

1. Data Aggregation: EAB may aggregate or analyze student-level and institutional-level data across Organization cohorts to enhance the Program(s). EAB may provide these insights from such analysis to Organization in various forms, for example, benchmarking Organization’s performance against a group of peer institutions, which may include data at the individual student level. EAB may also use such information to optimize and improve the efficacy of the Program(s) relative to individual students, such as modifying communication strategies based on student-level or parent-level behavior across all of EAB's interactions with such individual.

GRADUATE SERVICES OPTIONAL ADDITION: STUDENT JOURNEY PROGRAM VERSION(S)

Adult Learner Recruitment

EAB will provide the services described below on behalf of the Organization to support their goals and objectives. 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 academic programs. The Strategic Leader will serve as Organization's primary point of contact. The Strategic Leader will work collaboratively 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.

EAB staff will monitor and coordinate the following services along with the descriptions in the Summary of Program Services for Organization as applicable:

1. Delivery of on-going marketplace assessments and trend analyses on both market research as well as market observation
2. Audience and targeting recommendations for optimal results (including, as applicable, list recommendations and list order placement)
3. Creation of marketing strategy and development of creative assets for the multi-channel marketing campaign
  - a. Delivery of customized marketing strategy based on EAB Audience Insights
  - b. Development and hosting of dynamic, responsive landing pages
  - c. Design and deployment of email campaigns in EAB's Student Journey
  - d. Design and deployment of digital advertisements through channels such as Facebook, Instagram, LinkedIn, and Google
  - e. Design, production, and deployment of printed materials
4. Delivery of data-driven campaign reporting, analysis, and optimization recommendations
  - a. Exchange of data via secure FTP
  - b. On-going refinement of campaign strategy based on performance monitoring and assessments
  - c. Recurring, on-going reporting as well as detailed interim and final analyses
  - d. Use of EAB's proprietary methods and systems

#### Summary of Program Services

##### Audience and Targeting Recommendations

EAB Audience Insights utilizes a proprietary data modeling engine to analyze Organization's historical student populations and corresponding consumer variables to isolate and prioritize the most relevant demographic and psychographic variables. EAB develops a custom student profile that includes analyses of historical student population, discoverable consumer variables, and EAB developed insights.

1. The following audiences will be included in these Services:
2. Affinity Audience Generation: Proprietary data modeling engine identifies a customized list of high affinity audience members with unique contact information for campaign outreach. Customized list of high affinity audience members generated via the proprietary data modeling engine, which will include the following:

- a. Development of affinity models and associated prospect audience relies on Organization providing EAB with at least 1,400 historical student records per model. Includes data integration, student profile reporting, identification of high affinity prospect audiences, and targeting of prospect audiences for multichannel marketing campaigns.
  - b. Maximum of 5 simultaneous digital display ads for each affinity model prospect audience
3. Prospective Student Identification: EAB cultivates prospective students whose achievements, characteristics, and prior actions make them a strong potential match for Organization’s academic programs:
- a. Audiences could include the following prospective student populations:
    - i. Those who have previously expressed an interest in learning more about the Organization academic program;
    - ii. Those whose data is newly available from list sources;
    - iii. Those who did not respond to prior search initiatives when previously contacted; and
    - iv. Relevant (or young alumni) alumni and current undergraduate seniors.
    - v. First-party digital audiences

## Marketing Strategy

EAB Student Journey Campaign creation and deployment including:

- 1. Launch multichannel digital campaigns to build awareness including:
  - a. Multichannel digital campaigns including Facebook, Instagram, LinkedIn, and Google Ads display advertisements with flighting strategy aligned with Organization goals. The following advertisements will be included for the campaign duration:
  - b. Up to 5 simultaneous Facebook and Instagram advertisements
  - c. Up to 3 simultaneous LinkedIn advertisements
  - d. Up to 3 simultaneous Google Ads (including Gmail Sponsored Promotion)
  - e. One (1) direct mail package per model delivered to high affinity audience prospective student population identified in the High Affinity Audience Generation above.
- 2. Launch multichannel campaigns to facilitate consideration and decision including:
  - a. Retargeting digital campaigns on Google Ads and Facebook from all EAB hosted landing pages.
  - b. EAB will develop and host responsive landing pages to support prospect engagement with relevant institution content, inquiry form submission, and initiation of the application process for all prospect audiences, augmented by site-based digital retargeting campaigns, including:
    - i. Creation of application landing page to facilitate prospective student access to the application, inquiry generation, and further research with program information.
    - ii. Creation of micro-survey hosted on landing page to understand student intent. Responders receive customized email response.

- iii. Creation of content give deployed through gated landing page to promote program information and engage prospective students. Responders receive an SMS message in addition to email response.
  - c. Creation and deployment of monthly newsletter, as applicable.
  - d. Up to 3 versions of direct mail package including personalized letter delivered to prospective student identified in Prospective Student Identification above.
  - e. Responsive email campaigns
    - i. Welcome campaign including up to 5 emails.
    - ii. Nurture campaign including up to 10 emails.
    - iii. Application campaign including up to 10 emails.
    - iv. Up to 1 behavior-based trigger email to most engaged prospects.
    - v. Deadline campaign including up to 6 emails for up to 3 deadlines across the year.
    - vi. Up to 8 additional emails triggered by key interactions or campaign events
  - f. Utilizing dynamic content based on student data.
    - i. 4 customized content copy versions for welcome email based on lead source.
    - ii. 10 customized content copy versions for micro-survey response email based on survey response.
- 3. Services include the development, hosting, management and analysis of Organization's online web application. All students who select the apply link will be directed seamlessly to the EAB-hosted Organization application.
  - a. EAB-hosted custom application features a perfectly rendered application for smartphones, tablets, and desktop web browsers, allowing students to navigate and submit their application using their preferred method.
  - b. Data will be sent on a daily basis for direct download in a pre-established and tested format.
  - c. SMS campaign to drive application completion.
- 4. Strategic support to event recruitment including an event strategy planning session, event brief, and intent-driven multi-channel marketing campaign including:
  - a. Event marketing display ads on Facebook and LinkedIn.
    - Up to 3 display ads per event
  - b. Pre- and post-event emails to targeted set of included student journey audiences and new users who come through event display ads.
    - Up to 5 event intro/deadline emails per event
    - Up to 3 event reminder emails per event
    - Up to 2 post-event emails
  - c. Dynamic RSVP and Post-Event survey landing page.

## Delivery of Data-Driven Campaign Reporting, Analysis, and Optimization Recommendations

1. **Partner Portal:** 24/7 on-demand access to your campaign performance data by segment right from your desktop or device, enabling you to filter key performance data by demographic, providing detailed insights into campaign performance by segment. The portal also allows you to share campaign performance data with stakeholders on campus to inform strategic conversations and spark action. KPIs are tracked to optimize recruitment strategy and provide ultimate transparency and reporting on marketing investments.
2. **Campaign Performance Monitoring:** Ongoing evaluation of email deliverability, email open data, testing of email response preferences, and on-going associated adjustments, as well as coordination with digital marketing and in-home paper delivery, will allow for maximum campaign adjustments and performance. Digital marketing campaigns include ongoing monitoring across channels and campaigns to identify opportunities for optimization and reallocation of marketing spend. Using best available data from the Organization, EAB will collaborate with the Organization to analyze and report on the campaign contribution on enrollment outcomes.
3. If an application is developed and hosted by EAB, then during the term of this Agreement, Organization may access My Royall™, EAB’s Organization-only website for program reporting and analysis for the application process as part of the Student Journey.

## Social Media Accounts

Organization agrees to establish the following social media accounts as soon as practicable following the Program Term(s) and to grant EAB agency 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"> <li>• Assign EAB as a Facebook Page Admin</li> <li>• Add EAB as a Partner and grant Leads Access Permissions for direct access inquiries generated from Facebook Lead Form ads</li> </ul>                                 |
| LinkedIn            | <ul style="list-style-type: none"> <li>• Assign EAB as a LinkedIn Page Admin</li> <li>• Grant EAB “Sponsored Content Poster” and “Lead Gen forms Manager” permissions to create ads and to access inquiries generated from LinkedIn Lead Form ads</li> </ul> |
| Google Analytics    | <ul style="list-style-type: none"> <li>• Provide EAB with “Read &amp; Analyze” access to your .edu Google Analytics account (the property level) to provide insight into campaign analysis and performance</li> </ul>  |

Other social media accounts as mutually agreed upon by the Parties

- As mutually agreed upon by the parties

\* Facebook Business Manager is a platform that enables Organization and EAB to integrate Facebook marketing efforts. With Business Manager, Organization may run and track advertisements, manage assets such as your Facebook Pages, and add EAB to help manage your advertising campaign.

\*\* LinkedIn Campaign Manager is a platform to access Organization's advertising account and manage Organization's campaigns.

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

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 may 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.

#### Data & Technical Specifications

1. 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.
  - a. Identify a Data Lead(s) and participate in Data Planning Call(s) within one (1) week of the execution of the Program Order Form
  - b. Provide comprehensive and valid data files as outlined below on or before a date agreed upon in the Data Planning Call(s)
  - c. 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
  - d. 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.

2. 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 | One-time delivery of historical entering class data (up to 5 finalized years) and ongoing data feeds of current entering class data |
|--------------------------|----------------------|---|

3. 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.

4. Implementation Support – If applicable, in providing the Data Integration Services, EAB will, where possible:
  - a. Outline source data fields required for implementation of Program(s) in consultation with EAB staff and Organization subject matter experts;
  - b. Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of the Program(s);
  - c. Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by the Program(s); and
  - d. Work with Organization’s staff to integrate the Data Integration Services queries or code into the production environment.
5. 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.
6. 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.