

Statement of Work Agreement #14 - Demand Builder

1 OVERVIEW

This Statement of Work Agreement (“SOW”) describes services to be provided by Ruffalo Noel Levitz, LLC (“RNL”) to Bowling Green State University (“Client”) (together referred to as the “Parties”) and is made pursuant to the August 31, 2015 Master Services Agreement between the Parties (“MSA,” and collectively with this SOW the “Agreement”).

2 TERM

The term of this SOW starts on June 1, 2018 and ends on the earlier of completion of the provision of the Services or May 31, 2020 (“Term”).

3 SERVICES

- A. During the Term, RNL will provide the services described in Appendix 1 in the following quantities for up to 125,000 (one hundred twenty five thousand) Search Records (“Services”):

Program Inclusions	Quantity Per Program Year
Marketing Campaign to New Records Purchased	
Campaign Launches	4 to 6
Outreach Email Templates	2
Outreach Email Versions (2 series of 9 emails)	18
Outreach Email Dynamic Content for Affordability Messaging (Jr & Soph)	0
Outreach Email Versions (Srs)	5
Fulfillment Email Templates	1
Fulfillment Email Versions	5
Phone Campaign Launches	0
Calling Segments	0
Dedicated Calling Hours	400
Direct Mail Launches	4 to 6
Direct Mail Templates	1
Direct Mail Versions	2
Direct Mail Volume	100% with valid address
Text Message Reply Mechanism	Included
RNL Digital Advertising Impressions	0
Display Ad Templates for Digital Advertising	0
Display Ad Versions for Digital Advertising	Up to 0
Modeling Analytics	
Search Model (4 Distinct Markets)	1
ForecastPlus™ Inquiry to Enrollment Model	1
RNL Affordability Predictor	0
SMART Approach Model	1
Consulting, Reports & Support	
Campus Visits	Up to 1

Program Reporting

RNL Standard Reports

Program Management and Consulting

Included

Additional Services

Service Name	Quantity Per Program Year
Additional Direct Mail Segment	1
Additional Series of Outreach Emails (9 Emails in a Series)	1
Additional Campaign Launches	1

- B. RNL manages the creative process as applicable to the Services in two (2) revision rounds before Client approval. A revision round is text and design change requests for any and all creative components communicated by Client to RNL, and then completed by RNL before the Campaign Launch. After these revision rounds and Client approval on text and design, Client-requested changes may be completed for an additional fee and based on RNL creative team availability, pursuant to a Change Order.
- C. To assist the Client in segmenting its scored data, RNL grants to the Client a non-exclusive and non-transferable license to use *ForecastPlus* during the Term of this SOW for internal purposes only.
- D. All Services purchased must be consumed within the Term. Any Services not consumed within the Term will be forfeited by Client.
- E. Definitions.
 - i. **Search Records:** Student records purchased by Client through a third party such as College Board, National Research Center for College and University Admissions (NRCCUA), Act, Inc., and/or College Bound Selection Service (CBSS).
 - ii. Any terms or phrases undefined in this SOW shall have the meaning given them in the MSA.

4 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):
 - i. Data necessary for the analysis and research components of the Services, in the format requested by RNL and in a timely manner.
 - ii. Client Materials necessary for the Services.
 - iii. Timely coordination with RNL for implementation of Services.
 - iv. Except to the extent otherwise expressly provided in this SOW or waived in writing signed by both Parties, Client shall deliver Client Materials to an RNL provided SFTP server.
- B. RNL may use and provide additional data (the "Additional Data") to augment Client's data during the building of the historical models and the ranking of the Client database if such Additional Data proves to be predictive. The Additional Data is currently provided to RNL by a third-party vendor pursuant to a license agreement (the "Third Party Data License Agreement"). RNL does not make any guarantees or warranties, nor accepts any responsibility, regarding the accuracy or completeness of the Additional Data. In addition, RNL cannot assure Client that any or all of the Additional Data will continue to be available to RNL pursuant to the Third Party Data License Agreement. The Client agrees that Additional Data, provided by RNL, is confidential and may be only used within the United States and at Client's facilities in the United States in accordance with the following:

- i. At the Zip +4 level in the Client's direct marketing recruiting campaigns conducted in the United States.
- ii. Client may not sell or otherwise provide the Additional Data to any third party. Notwithstanding the foregoing, Client may provide the Additional Data to its third party contractors performing services on behalf of Client (at such third party contractors' facilities within the United States for use only within the United States); provided that prior to delivery of such Additional Data to such third party contractors, Client shall have obtained third party contractors' written agreement to: (a) hold the Additional Data in strict confidence; (b) use the Additional Data only in connection with such third party contractors' performance of services on behalf of Client as permitted herein; (c) not translate the information contained in the Additional Data into another format or language, or decompile or reverse engineer the information within the Additional Data, and (d) not sell, rent, or otherwise provide the Additional Data or any portion thereof to any third party.
- iii. Client may not use the Additional Data as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment.
- iv. All marketing communications shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation; (ii) comply with all applicable federal and state laws, rules, and regulations; and (iii) comply with all applicable privacy policies, ethical use, and Fair Information Practices published by the Direct Marketing Association.
- v. Client shall not use any Additional Data to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, illegal drug products or services, pornographic materials, weapons, or involving credit repair services.
- vi. Upon expiration or termination of this SOW, Client shall not be entitled to receive any additional Data from RNL, but may retain its then current copy of the Additional Data for Client's internal archival and/or historical purposes; provided, that in no event may Client use the Additional Data for any other purposes whatsoever. Further, Client shall maintain the Additional Data as confidential information subject to the terms and conditions of this SOW, the relevant portions of which shall continue to survive, and shall govern Client's obligations with respect to such limited use of the Additional Data.

5 FEES & EXPENSES

- A. Client shall pay RNL \$244,296 (two hundred forty four thousand two hundred ninety six dollars) for Services, pursuant to the payment schedule provided in this SOW.
 - i. All pricing is subject to adjustment based on any increase in any applicable minimum wage law, regulation, or policy, including without limitation: federal, state, provincial, and local laws, as well as Client policies or procedures applicable to wages (individually a "Required Wage Increase"). In the event of a Required Wage Increase, RNL may increase all pricing and fees based in any manner on wages, by an amount equal to the Required Wage Increase plus the reasonably estimated taxes imposed on such Required Wage Increase, in its discretion, and such increase shall be added to the total price as additional fees to be paid by Client. RNL will provide written notice of any increase.
 - ii. When competition of labor and wages impact the recruitment, hiring, and retention of RNL employees conducting the Dedicated Calling Hours, RNL will notify the Client. Upon mutual written agreement, RNL may increase pricing and fees by an amount equal to a wage increase plus the reasonably estimated taxes necessary to alleviate the impact of the labor market conditions.
- B. Client shall pay current US Postal Service rates for all postage charges incurred through delivery of the Services ("Postage Fees"). RNL's good faith estimate of Postage Fees is \$15,750 (fifteen thousand seven hundred fifty

dollars) annually.

- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.
- D. RNL is responsible for its travel expenses incurred for Campus Visits within the scope of Services. If the Client requests additional Campus Visits pursuant to a Change Order, Client shall pay RNL for its necessary travel expenses for such Campus Visits.
- E. Client shall pay applicable vendors for fees it incurs for purchase of Search Records. RNL's good faith estimate of such fees is \$52,500 (fifty two thousand five hundred dollars) annually.

6 PAYMENT SCHEDULE

- A. Client shall pay for Services and estimated Postage Fees in accordance with the following payment schedule:

Year 1

<u>Payment Due Date</u>	<u>Services Fees</u>	<u>Postage Fees</u>	<u>Total (Services + Postage) Fees</u>
July 1, 2018	\$61,074	\$7,876	\$68,950
September 1, 2018	\$30,537	\$3,937	\$34,474
November 1, 2018	<u>\$30,537</u>	<u>\$3,937</u>	<u>\$34,474</u>
TOTAL	\$122,148	\$15,750	\$137,898

Year 2

<u>Payment Due Date</u>	<u>Services Fees</u>	<u>Postage Fees</u>	<u>Total (Services + Postage) Fees</u>
July 1, 2019	\$61,074	\$7,876	\$68,950
September 1, 2019	\$30,537	\$3,937	\$34,474
November 1, 2019	<u>\$30,537</u>	<u>\$3,937</u>	<u>\$34,474</u>
TOTAL	\$122,148	\$15,750	\$137,898

- B. Annually, if the Postage Fees incurred by RNL is greater than the amount paid to RNL by Client, RNL will invoice Client for the remaining amount of Postage Fees. If the Postage Fees incurred by RNL is less than the amount paid to RNL by Client, RNL will refund the difference to Client.
- C. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

7 CLIENT INFORMATION

- A. Client primary contact for SOW:

Name: Adrea Spoon
Title: Director of Admissions
Phone: 419-372-7857
Email: adrea@bgsu.edu

- B. Invoices shall be sent to the following address:

Name: Christy Boggs
Title: Administrative Assistant
Address: 200 University Hall
City, State, Zip: Bowling Green, OH 43403
Phone: 419-372-7804
Email: cfboggs@bgsu.edu

Client may revise the above contact information at any time upon written notice to RNL.

8 GENERAL PROVISIONS

- A. **Amendments.** Any amendments to this SOW will require a Change Order substantially similar to RNL's current standard Change Order form included in Appendix 2. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a Change Order or separate SOW.
- B. **Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the "Service Conditions") are not satisfied, then RNL may suspend provision of the Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion.
- C. **Specific Representations and Warranties.**
- i. Client represents and warrants that:
 - a. It will adopt and maintain an appropriate privacy policy to which Client's constituents will have reasonable access; and
 - b. It will only import, access, or otherwise use data for which all individuals have consented to receive correspondence (through any and all relevant methods (e.g., email, call, text)) from Client in connection with Client's use of the Services.
 - ii. Client further represents and warrants the following regarding its use of email, if any, in connection with the Services:
 - a. It is the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act ("CAN-SPAM")) of any email message sent on Client's behalf;
 - b. The "from" line of any email message sent by Client using the Services will accurately and in a non-deceptive manner identify Client's organization, Client's product, or Client's service;
 - c. The "subject" line of any email message sent by Client using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message;
 - d. It will include in any email message sent by Client using the Services, Client's valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service; and



e. It must include an opt-out mechanism as required by CAN-SPAM.

D. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and applicable invoices (“**Relevant Documents**”) are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.

E. **Electronic Business.** The Parties agree that this SOW may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

**[SPACE INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON NEXT PAGE.]**

Bowling Green State University

By: Adrea Spoon
Printed Name: Adrea Spoon
Title: Director of admissions
Date: May 8, 18

Ruffalo Noel Levitz, LLC

By: Mary Noel
Mary Noel (May 14, 2018)
Printed Name: Mary Noel
Title: Director of Revenue
Date: May 14, 2018

Please return signed contracts to RNLContracts@RuffaloNL.com

Appendix 1 to SOW (Description of Services)

A. Marketing Campaign to New Records Purchased

- i. **Campaign Launch:** Commencement of activities pursuant to the SOW designed to generate applicant interest in the Client.
 - a. RNL manages list purchase for each Campaign Launch on behalf of Client.
 - b. Creation of online inquiry form to capture responders.
 - c. RNL and Client will collaboratively determine the focus of each Campaign Launch, between high school student records.
- ii. **Outreach Email Template:** The design prototype for an **Outreach Email** or Outreach Email series.
 - a. **Outreach Email:** Emails sent with a call to action intended to generate applicant interest in the Client.
- iii. **Outreach Email Version:** An Outreach Email Template with specific outreach messaging (e.g., a nine (9) email series can have nine (9) versions of text in one (1) Outreach Email Template).
- iv. **Outreach Email Dynamic Content for Affordability Messaging (Jr & Soph):** Content that is specifically related to the institution's ability to provide an affordable education and value statement(s) targeted at families with low EFC.
- v. **Outreach Email Versions (Srs):** An Outlook Email Version specific to high school seniors.
- vi. **Fulfillment Email Template:** The design prototype for a **Fulfillment Email** or Fulfillment Email series.
 - a. **Fulfillment Email:** Emails sent in response to an action by an applicant or prospective applicant, with information intended to further generate applicant interest in the Client.
- vii. **Fulfillment Email Version:** A Fulfillment Email Template with specific fulfillment messaging (e.g., a six (6) email series can have six (6) versions of text in one (1) Fulfillment Email Template).
 - a. Fulfillment Emails to High School Juniors and Sophomores and targeted selection of non-responders.
 - b. Fulfillment Email to all responders for the purpose of thanking them for their response.
- viii. **Phone Campaign Launch:** Commencement of activities pursuant to the SOW designed to generate applicant interest in the Client by phone.
 - a. Phone Campaign Launches: one (1) for High School Juniors and one (1) for High School Seniors OR two (2) for High School Juniors, as determined by the RNL enrollment consultant based on Client goals and unique characteristics.
 1. RNL will run phone append process to append available phone numbers to records.
 2. All records with phone numbers are loaded into phone campaign: high propensity and moderate propensity with dedicated calling hours assigned to all records.
- ix. **Calling Segment:** Defined sets of applicant or prospective applicant data records grouped by one or more common attributes.
- x. **Dedicated Calling Hours:** The number of hours the RNL call center provides for calls after the Phone Campaign Launch.
- xi. **Direct Mail Launch:** Period of time in which **Direct Mail** is initiated to be printed and mailed.

- a. **Direct Mail:** A letter, brochure, or postcard designed to communicate with applicants or prospective applicants. Direct mail is personalized and provides specific content relevant to the campaign.
- xii. **Direct Mail Template:** The design prototype for a Direct Mail piece.
- xiii. **Direct Mail Version:** A Direct Mail Template with specific text for a Direct Mail piece.
- xiv. **Direct Mail Volume:** The number of pieces of Direct Mail printed.
 - a. Direct Mail to records within the scope of the SOW, in the form of self-mailer brochure OR letter package.
 - 1. Specifications for letter package:
 - 8.5 x 11 letter and reply sheet
 - Data personalized on one side
 - Return BRE
 - Closed-face envelope
 - Mailing services
 - 2. Specifications for the self-mailer brochure:
 - Multi-panel color brochure on cover-weight stock
 - Data personalized on one side
 - Mailing services
- xv. **Text Message Reply Mechanism:** The opportunity for a student to reply to a Direct Mail piece and/or email, as applicable, by text message to Client.
- xvi. **RNL Digital Advertising Impression:** A single display of an Ad on a webpage, mobile app, or other delivery medium.
 - a. Impressions of Targeted Display Advertising in the form of display marketing to new records. Matching new records for display advertising, Geo-fencing and Retargeting.
 - b. **Ad:** A digital advertisement designed for mobile, display, or social networks.
 - c. **Geo-fencing:** A mobile advertising strategy that targets a user's current location (based off of a phone's active GPS), and serves them Ads via mobile applications while they are in the geo-fenced location.
 - d. **Retargeting:** Retargeting is an online advertising strategy that involves serving website visitors Ads based on their prior Internet use. For example, retargeting allows a college or university to advertise to individuals across the web that have previously visited select pages of their .EDU site. The strategy involves using cookies.
 - e. **Targeted Display Advertising:** Matching individuals across devices to deliver Ads to them on the websites and social media outlets (including Facebook, and Instagram) that they visit.
- xvii. **Display Ad Template For Digital Advertising:** Design prototype for digital Ads.
- xviii. **Display Ad Version For Digital Advertising:** A Display Ad Template for Digital Advertising with specific text.
 - a. Display Ad Versions for Digital Advertising will be allocated as follows: Two versions for A/B testing purposes and the third version for Geo-fencing, if applicable.

B. Marketing Campaign to Inquiry Pool

- i. **Outreach Email Template:** The design prototype for an **Outreach Email** or Outreach Email series.
 - a. **Outreach Email:** Emails sent with a call to action intended to generate applicant interest in the Client.
- ii. **Outreach Email Version:** An Outreach Email Template with specific outreach messaging (e.g., a nine (9) email series can have nine (9) versions of text in one (1) Outreach Email Template).
 - a. Outreach Emails asking prospective applicants to complete the online survey for the purpose of surveying student interest in Client and other details related to the students college search.
- iii. **Phone Campaign Launch:** Commencement of activities pursuant to the SOW designed to generate applicant interest in the Client by phone.
 - a. Phone campaign for the purpose of surveying student interest, within Dedicated Calling Hours for records with phone numbers.
 1. RNL will run phone append process to append available phone numbers to records.
 2. Records with phone numbers are loaded into Phone Campaign Launch.
- iv. **Dedicated Calling Hours:** The number of hours the RNL call center provides for calls after the Phone Campaign Launch.
- v. **Fulfillment Email Template:** The design prototype for a **Fulfillment Email** or Fulfillment Email series.
 - a. **Fulfillment Email:** Emails sent in response to an action by an applicant or prospective applicant, with information intended to further generate applicant interest in the Client.
- vi. **Fulfillment Email Version:** A Fulfillment Email Template with specific fulfillment messaging (e.g., a six (6) email series can have six (6) versions of text in one (1) Fulfillment Email Template).
 - a. Emails through which prospective applicants are thanked for taking the survey and personalized Fulfillment Emails tied to survey results.
- vii. **Digitally Printed Postcard Template:** The design prototype for a postcard printed on demand with variable applicant and/or prospective applicant data.
- viii. **Digitally Printed Postcard Version:** A Digital Postcard Template with specific text printed on demand with variable applicant and/or prospective applicant data.
 - a. Creation of Digitally Printed 6x9 color postcards that are personalized with variable content and sent first-class mail to survey responders. In addition, at the end of the survey, any remaining non-surveyed student population prioritized by predictive model score that is appended by RNL will be mailed the postcard within the Digital Postcard Volume.
 1. Propensity score is a value provided to Client that indicates the student's likelihood to apply and enroll.
 2. RNL scores student records based on predictive model score and interest level from the survey.
 3. Variable content in the postcard will target either the campus visit or financing difficulty based on the survey responses.
- ix. **Digitally Printed Postcard Volume:** The number of Digitally Printed Postcards provided by RNL.

C. Modeling Analytics

- i. **Search Model:** Logistic regression analysis from inquiry to application for market analysis that prioritizes four (4) geographic markets in a predictive model, and, when available to RNL, is based on three (3) years of historical Client data.
- ii. **ForecastPlus™ Inquiry to Enrollment Model:** A logistic regression analysis from inquiry to enrollment identifying a student's propensity to enroll at Client based on one (1) year of historical Client data.
- iii. **RNL Affordability Predictor:** Affordability Predictor Category "AFC" appended to each student record post purchase, with the model category, High/Medium/Low, and, if appropriate, the academic segment (High Ability and General Ability) and Affordability Predictor Zone (1-6).
- iv. **SMART Approach Model:** A predictive model built with the NRCCUA database and Client records for the likelihood of the student to enroll at Client based on multi-variate logistic regression analysis.

D. Consulting, Reports & Support

- i. **Campus Visit:** A visit to the Client's campus to facilitate delivery of Services, including consulting, training, and/or delivery report reviews.
- ii. **Program Reporting:** Reporting on campaign progress and results during and after the campaign.
- iii. **Program Management and Consulting:** Services provided by RNL to manage the program details and provide training and relevant consulting.

E. Additional Services (if any and to the extent not defined above)

Appendix 2 to SOW (RNL Standard Change Order)

RNL reserves the right to waive the signature requirement at its discretion.

Change Order

Client Name

Contact:
Address street:
Address city state zip:
Email:

This Change Order ("CO") describes the services to be modified between Ruffalo Noel Levitz, LLC, ("RNL") and _____ (hereafter referred to as "Client" and together with RNL referred to as the "Parties").

The following provisions are incorporated into and made a part of the Current Statement (defined below). Any terms or phrases undefined in this CO shall have the meaning given them in the MSA or Current Statement, as applicable, and in the event of any conflict or ambiguity between this CO and the MSA, the MSA shall govern and control.

1. Reference Document:

This CO modifies the Statement of Work #__ dated _____ (the "Current Statement") as described in this CO.

2. Term of Services:

The Term of Services is deleted and replaced with the following:

3. Addition:

The following Service(s) is added:

4. Modification:

Section __ in the Current Statement is deleted and replaced with:

5. Fees & Payment:

The payment terms in the Current Statement are deleted and replaced with the following:

The additional payment terms are added to the payment schedule in the Current Statement:

6. Remaining Provisions:

All provisions of the Current Statement not specifically modified by this CO shall remain in full force and effect.

Client Name

Ruffalo Noel Levitz, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____