



## **Board of Trustees of the Nebraska State Colleges**

Meeting Date: **June 11, 2026**

Agenda Item: **3.2**

### **ITEMS FOR DISCUSSION AND ACTION:**

Committee: **Student Affairs, Marketing, & Enrollment Committee**

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Action Item: **EAB Contract - PSC**

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Peru State College is requesting Board approval to enter into a contract with EAB for services to support the College's marketing, student recruitment and enrollment needs.

The System Office recommends approval of the EAB Contract for Peru State College.

### **ATTACHMENTS:**

- EAB-Redacted



EAB Global, Inc.  
2445 M Street NW  
Washington, DC 20037

*the Board of Trustees* Program Order Form - Renewal  
*of the Nebraska State Colleges d/b/a*

Organization: Peru State College  
Attn: Dr Todd Earl  
600 Hoyt Street  
Peru, NE 68421

Date: 6/1/2026

**Program and Program Fees:**

Organization will have access to the Program services set forth below (the "Services"), which are as described in greater detail in each applicable Program Scope available here:

Enroll360 - <https://scopes.eab.com/enroll360>  
Appily Leads - <https://scopes.eab.com/appilyleads>

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term: July 1, 2026 - June 30, 2027		Quantity	Fees
<b>Appily Leads</b>			USD 16,695.00
Appily High School Inquiries	Grad Years:Junior; Senior, States:IA; KS; MO; NE, GPA Minimum:2.50	1,000 Inquiries	
Appily Candidates	Grad Years:2027, States:Nationwide, GPA Minimum:3.00	Unlimited	
<b>Enroll 360: Apply (Application Marketing)</b>			USD 144,470.00
Inquiry Pool		4,000 Total Names	
Senior New Names		29,000 Total Names	
All Previously Purchased Names (E-Only)			
<b>Total</b>			<b>USD 161,165.00</b>

Program Term: July 1, 2027 - June 30, 2028		Quantity	Fees
<b>Appily Leads</b>			USD 18,490.00
Appily High School Inquiries	Grad Years:Junior; Senior, States:IA; KS; MO; NE, GPA Minimum:2.50	1,000 Inquiries	
Appily Candidates	Grad Years:2028, States:Nationwide, GPA Minimum:3.00	Unlimited	
<b>Enroll 360: Apply (Application Marketing)</b>			USD 147,700.00
Inquiry Pool		4,000 Total Names	
Senior New Names		29,000 Total Names	
All Previously Purchased Names (E-Only)			

<b>Total</b>		<b>USD</b>	<b>166,190.00</b>
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<b>Program Term: July 1, 2028 - June 30, 2029</b>		<b>Quantity</b>	<b>Fees</b>
<b>Apply Leads</b>			
			<b>USD 20,380.00</b>
Apply High School Inquiries	Grad Years:Junior, Senior, States:IA; KS; MO; NE, GPA Minimum:2.50	1,000 Inquiries	
Apply Candidates	Grad Years:2029, States:Nationwide, GPA Minimum:3.00	Unlimited	
<b>Enroll 360: Apply (Application Marketing)</b>			<b>USD 150,950.00</b>
Inquiry Pool		4,000 Total Names	
Senior New Names		29,000 Total Names	
All Previously Purchased Names (E-Only)			
<b>Total</b>			<b>USD 171,330.00</b>

**Estimated Postage and Media:**

<b>Program Term: July 1, 2026 - June 30, 2027</b>		<b>Fees</b>
<b>Enroll 360</b>		
Estimated Postage Costs		<b>USD 9,356.00</b>
Estimated Media Costs		<b>USD 12,000.00</b>

<b>Program Term: July 1, 2027 - June 30, 2028</b>		<b>Fees</b>
<b>Enroll 360</b>		
Estimated Postage Costs		<b>USD 9,823.00</b>
Estimated Media Costs		<b>USD 12,600.00</b>

<b>Program Term: July 1, 2028 - June 30, 2029</b>		<b>Fees</b>
<b>Enroll 360</b>		
Estimated Postage Costs		<b>USD 10,314.00</b>
Estimated Media Costs		<b>USD 13,230.00</b>

Organization agrees that in the event that actual quantity volumes under this Program Order Form exceed the quantities set forth in the tables above, additional fees may apply as detailed in Exhibit A attached hereto (the "Supplemental Fees").

In addition to the audience(s) outlined above, EAB will include all previously purchased names. These names will be re-engaged with digital communications only at no additional cost.

Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a "Year").

This Program Order Form is made pursuant to existing EAB Master Agreement dated May 2025, which along with the applicable Program Scope which are incorporated herein by reference, form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the "Agreement").

**Invoicing:**

Services will commence on the initial date of the first Program Term (the "Start Date"). Organization will be invoiced in advance of Services and payment is due within 45 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Program Fees on the initial invoice of each Year of this Agreement as outlined below.

The first 75% of Program Fees for the first Year will be billed and due within 45 days of the signature of this Agreement or Start Date, whichever is later. The second invoice for 25% of Program Fees for the first Year will be billed and due on or before month 6 of that Year. In subsequent years, 75% will be billed and due on or before the start of each Year, and 25% will be billed and due on or before month 6 of each Year.


Estimated Postage and Media, excluding Estimated List Costs, for the applicable Program Term are invoiced on the initial invoice at 100% for each Year. Actual List Costs will be billed directly by and paid to the applicable list provider(s) by Organization.

**Additional Terms:**

Organization may elect to discontinue the Program(s) on the last day of the current Program Term Year (each an "Early Termination Date"). In such event, Organization must provide written notice of its intent to terminate the Program(s) no fewer than 136 days prior to the Early Termination Date, in which case services will cease on the Early Termination Date. Organization will not owe the annual Program fee(s) for the Program(s) for the period after the Early Termination Date. Organization and EAB shall be released from their obligations under this Program Order Form with respect to the Program(s) as of such Early Termination Date, provided that all fees for the period prior to the Early Termination Date with respect to the Program(s) shall be due and owing if not previously paid. If you do not provide such notification, your enrollment in the Program(s) will continue in accordance with the terms of this Program Order Form.

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to Stephanie Evers [severs@eab.com](mailto:severs@eab.com) to initiate your participation in the Program(s) no later than 6/5/2026 (after which fees and terms set forth above are subject to change).

<b>EAB Global, Inc.:</b>	<b>Peru State College:</b>
Signature: 	Signature: _____
Name: <u>Gregory Quantz</u>	Name: _____
Title: <u>Managing Director</u>	Title: _____
Date: <u>6/1/2026</u>	Date: _____

**OPTIONAL FOR BILLING PURPOSES ONLY**

Invoices should be sent to this Email Address: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

Billing Contact Phone: \_\_\_\_\_

Purchase Order No. (if applicable): \_\_\_\_\_

**Exhibit A: Supplemental Fees**

Supplemental Fees (represents the costs to add additional volume above and beyond what is included in the tables above):

Program Term: July 1, 2026 - June 30, 2027			Fees
<b>Apply Leads</b>			
Apply High School Inquiries	Additional Program	USD	1,420.00 /C
<b>Enroll 360</b>			
Apply Candidates	Additional Program	USD	0.00 /M
<b>Enroll 360: Apply</b>			
Inquiry Pool	Additional Program	USD	5,590.00 /M
	Additional Postage	USD	280.00 /M
	Additional Media	USD	82.40 /M
Senior New Names	Additional Program	USD	2,830.00 /M
	Additional Postage	USD	280.00 /M
	Additional Media	USD	82.40 /M

Program Term: July 1, 2027 - June 30, 2028			Fees
<b>Apply Leads</b>			
Apply High School Inquiries	Additional Program	USD	1,463.00 /C
<b>Enroll 360</b>			
Apply Candidates	Additional Program	USD	0.00 /M
<b>Enroll 360: Apply</b>			
Inquiry Pool	Additional Program	USD	5,690.00 /M
	Additional Postage	USD	280.00 /M
	Additional Media	USD	82.40 /M
Senior New Names	Additional Program	USD	2,900.00 /M
	Additional Postage	USD	280.00 /M
	Additional Media	USD	82.40 /M

Program Term: July 1, 2028 - June 30, 2029			Fees
<b>Apply Leads</b>			

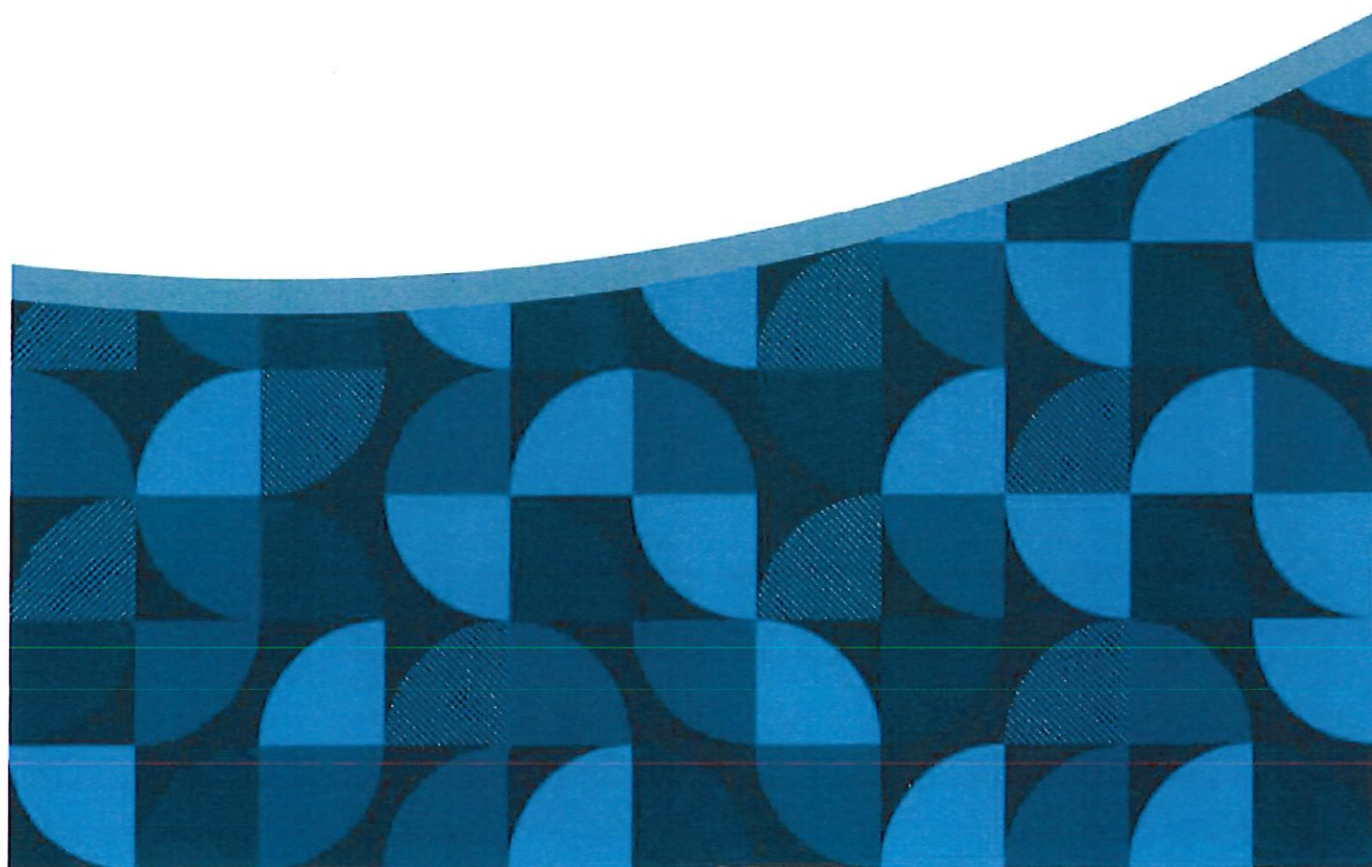
Apply High School Inquiries	Additional Program	USD	1,507.00 /C
<b>Enroll 360</b>			
Apply Candidates	Additional Program	USD	0.00 /M
<b>Enroll 360: Apply</b>			
Inquiry Pool	Additional Program	USD	5,790.00 /M
	Additional Postage	USD	280.00 /M
	Additional Media	USD	82.40 /M
Senior New Names	Additional Program	USD	2,970.00 /M
	Additional Postage	USD	280.00 /M
	Additional Media	USD	82.40 /M

\*Additional Program Cost per 1,000 ("USD/M"), Additional Postage Cost USD/M, Additional Media Cost USD/M, and/or Additional Cost per 100 ("USD/C") will be applied if the actual quantity volumes are higher than those included in the Program and Program Fees tables above.

May 2025



# EAB Master Agreement



## Table of Contents

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[EAB Master Agreement](#)

[Enrollment Services Program Supplement to the Master Agreement](#)

[Technology Program Supplement to Master Agreement](#)

[Apply College Search and Virtual Tour Program Supplement to the Master Agreement](#)

[Advancement Marketing Services Program Supplement to the Master Agreement](#)

[Enroll360 Match Program Supplement to the Master Agreement](#)

[Data Processing Addendum](#)

[European Data Processing Addendum](#)

## EAB Master Agreement

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These terms (these "**Terms**") and any Program Order Form (an "**Order Form**") to which these Terms are incorporated (collectively, this "**Agreement**") constitute an agreement between Organization and the EAB entity listed on the Order Form ("**EAB**"). Capitalized terms not otherwise defined herein will have the meanings set forth in the Order Form.

1. **Fees and Payment.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31<sup>st</sup> day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408. Organization will pay EAB the Fees stated in the Order Form. Organization will reimburse EAB for all costs and expenses incurred by EAB to collect unpaid Fees or other sums owed by Organization. If Organization fails to pay undisputed amounts, EAB may suspend the Services in its discretion.
2. **Disputed Fees.** Organization shall promptly notify EAB, in writing, regarding any disputed Fees, taxes, or other charges and provide relevant information regarding the dispute. The parties will cooperate to resolve any disputed amounts. If Organization fails to provide EAB with a dispute notice within thirty (30) days following receipt of EAB's invoice, then such amount is deemed undisputed and due to EAB.
3. **Taxes.** Organization is responsible for payment of any applicable sales, use, and other applicable taxes, including the value-added tax, and all applicable export and import fees, customs duties, and similar charges (other than taxes based on EAB's income), and any related penalties and interest related to the Services. If Organization is tax-exempt and provides EAB with a valid tax-exempt certificate issued by a relevant taxing jurisdiction, EAB will not charge Organization any taxes that Organization is not obligated to pay. Organization will make all required payments to EAB free and clear of, and without reduction for, any withholding taxes. Any withholding taxes imposed on payments to EAB will be Organization's sole responsibility, and Organization will, upon EAB's written request, provide EAB with official receipts issued by appropriate taxing authorities, or such other evidence as EAB may reasonably request, to establish that such taxes have been paid.
4. **Organization Data and Materials.**
  - a. Organization may deliver or make available to EAB, directly or indirectly (including from an End User (defined below)), (i) certain data ("**Organization Data**"), and (ii) other content and materials including copyrights, trademarks, logos, service marks, specific media, custom fonts, and other intellectual property ("**Organization IP**," and together with Organization Data, "**Organization Materials**"). Organization is solely responsible for the accuracy, quality, integrity, reliability, and appropriateness of Organization Materials and will have obtained any necessary consents or third-party rights required by law to deliver or make available Organization Materials to EAB. EAB is not responsible for unintended, objectionable, inaccurate, misleading, or unlawful Organization Data delivered or made available to EAB in connection with the Services. Unless as required to provide the Services, EAB will not archive, back up, or, following the termination or expiration of the Program Term, retain Organization Materials, nor be liable for the retention of such Organization Materials. For the avoidance of doubt, Organization Data does not include aggregated and de-identified data that does not identify Organization or any individual ("**De-identified Data**"). For purposes of this Agreement, "**End Users**" means individuals who may access or use the Services who are not Personnel, including, as applicable, students and prospective students of Organization, and "**Personnel**" means a party's officers, directors, trustees, employees, and agents.
  - b. To the extent Organization enrolls in additional EAB programs, Organization Data collected or processed by EAB may be combined with the Organization Data collected or processed hereby as may be expressly directed by Organization to the extent allowed by law.
5. **Ownership; License.**
  - a. Organization owns all right, title, and interest in and to the Organization Materials. During the Program Term, Organization hereby grants EAB a nonexclusive, worldwide, fully paid, revocable right and license to use, reproduce, host, reformat, and create derivative works from and display all or portions of the Organization Materials solely in connection with providing the Services, including for internal tracking, reliability testing, and Services enhancement purposes. Organization expressly authorizes EAB to aggregate and de-identify any Organization Data to the extent permitted by applicable law, including aggregated statistical data regarding Organization's use of the Services, and such De-identified Data may be used for benchmarking and marketing purposes.
  - b. EAB owns all right, title, and interest in and to (i) the Services (excluding any Organization Materials not otherwise edited by EAB), (ii) any research, tools, artwork, copy, concepts, methods, analyses, reports, the

know-how, techniques or procedures or other intellectual property EAB uses to provide the Services ("EAB Materials"), and (iii) any derivative works of any of the foregoing. During the Program Term, EAB hereby grants Organization a nonexclusive, revocable right and license to use the EAB Materials provided to Organization by EAB in connection with the Program(s). Except as stated in these Terms, no right, license, permission, or interest of any kind in the EAB Materials is intended to be given, transferred to, or acquired by Organization by the Agreement, and Organization may not modify, decipher, decompile, disassemble, or reverse engineer any EAB Materials (i) except as expressly authorized in the Agreement, or (ii) without EAB's prior written consent. Upon termination or expiration of an Order Form, Organization's rights to and its use of the applicable EAB Materials shall promptly cease, except that Organization may continue to use any EAB Materials solely for internal purposes.

6. **Confidentiality.** As used in this Agreement, "Confidential Information" means information that is confidential, nonpublic, competitively sensitive, private or proprietary in nature; labeled "Confidential" or "Proprietary" (or with similar wording); or that the party receiving the Confidential Information (the "Receiving Party") should otherwise reasonably construe as confidential under the circumstances, and includes, without limitation, Organization Materials, EAB Materials, and information about business operations of a party.
- a. Each Receiving Party agrees (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other party ("Disclosing Party") for any purpose other than as contemplated by this Agreement and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. Except as otherwise provided by law and subject to Section 6(d), neither party shall disclose the terms of the Order Form to any third party, provided, however, that either party may disclose the terms of the Order Form to its professional advisors or to any potential investor or acquirer of a substantial part of such party's business, provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set forth in this Section 6 to keep such terms confidential.
  - b. The confidentiality obligations described above shall not apply to Confidential Information to the extent that the Receiving Party receiving such Confidential Information can prove through written evidence that the Confidential Information (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, other than by breach of Receiving Party of its obligations to the Disclosing Party; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of the Receiving Party; or (iv) is required to be disclosed by law, regulation, or court order provided that with respect to any of the foregoing exceptions, to the extent permitted by applicable law or court process, the Receiving Party will give the Disclosing Party notice as soon as practicable prior to disclosure of Confidential Information that is claimed to be subject to an exception.
  - c. The Receiving Party will notify the Disclosing Party as soon as practicable in the event the Receiving Party learns of any unauthorized possession, use, or disclosure of the Confidential Information and will provide such cooperation as the Disclosing Party may reasonably request, at the Disclosing Party's expense, in any litigation against any third party to protect the Disclosing Party's rights with respect to the Confidential Information.
  - d. Notwithstanding anything herein to the contrary in this Section 6 (Confidentiality), EAB acknowledges that, to the extent Organization is subject to public record acts or freedom of information acts, (i) EAB will reasonably work with Organization to provide appropriate information in response to such requests, to the extent such requested information is not EAB's proprietary information or otherwise exempted from disclosure, and (ii) Organization shall provide EAB a reasonable opportunity to object to any such request as permitted under applicable law.
7. **Confidentiality Continued.** EAB acknowledges that performance under the terms of this Contract may involve receipt of user data from Organization. EAB will utilize user data from Organization only in the furtherance of this Contract. EAB will notify College within seventy-two (72) hours of becoming aware of any data breach of its systems which expose confidential College user data. EAB will reimburse Organization for any and all actual and legally-required expenses incurred by Organization as a result of a data breach of EAB's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) the EAB agrees and acknowledges that EAB is acting as an officer of Organization for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.
8. **Limitations on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EAB OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF

DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EAB AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY ORGANIZATION TO EAB FOR SUCH PROGRAM IN THE 12-MONTH PERIOD BEFORE THE CLAIM, LIABILITY, OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM EAB'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. IN ADDITION, EAB WILL NOT BE LIABLE FOR: (A) ANY DECISIONS MADE BY ORGANIZATION AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) ORGANIZATION'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO ORGANIZATION IN CONNECTION WITH THE PROGRAM; OR (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH ORGANIZATION MATERIALS OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO EAB BY THE ORGANIZATION.

**9. Warranties.**

- a. EAB represents and warrants that (i) it will provide the Services in a professional and workmanlike manner, and (ii) the Services will materially conform to the applicable Program Scope.
- b. Organization represents and warrants that (i) its provision of Organization Materials and its Authorized Users' receipt of and access to the Services (including the Software and Organization Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws; (ii) it shall comply with the Children's Online Privacy Protection Act (COPPA), as applicable, and shall not provide Organization Data to EAB collected by the Organization in violation of COPPA; and (iii) it has obtained all necessary third-party consents and authorizations to provide the Organization Materials and for such Organization Materials to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively, "FERPA"). EAB makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such Organization Materials or any products or services derived therefrom.
- c. Except as expressly provided in these Terms, to the maximum extent permitted by applicable law, the services and the materials are provided "as is," and EAB makes no representations or warranties with respect to the services and the materials and specifically disclaims all implied warranties, including the implied warranties of fitness for a particular purpose, merchantability, title, and non-infringement. EAB does not warrant that the services will meet organization's requirements or that the operation of the services will be uninterrupted or error-free or that all errors will be corrected. the services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and EAB is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**10. Essential Basis of the Agreement.** The parties acknowledge and understand that the disclaimers, exclusions, and limitations of liability set forth in these Terms form an essential basis of the Agreement; that the parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in the Agreement; and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

**11. Termination.** Except as expressly provided in this Section 11 or otherwise provided in an Order Form, in no event may either party be permitted to terminate this Agreement unilaterally or to terminate any Order Form prior to its expiration. The Agreement shall expire to the extent all Order Forms are terminated as provided herein or otherwise expired.

- a. In the event that either party materially breaches any obligation, representation, or warranty under this Agreement, the nonbreaching party may terminate the relevant Order Form in connection with which such breach has occurred, provided that such breach is not cured within sixty (60) days of receipt of a written notice thereof from the non-breaching party.
- b. In the event that either party files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, or files for the appointment of a receiver and such petition, action, or filing is not dismissed within sixty (60) days of such filing or is adjudicated a bankrupt concern, the other party may terminate this Agreement and any Order Forms upon written notice to the insolvent party of its intent to terminate.
- c. If any Order Form is terminated by Organization due to a material breach by EAB pursuant to Section 11(a), EAB shall provide Organization with a pro-rata credit or refund of any fees pre-paid. This pro-rata credit shall be less any applicable one-time fees of implementation incurred by EAB in connection with

providing the Services. In the case of termination for any other reason, there shall be no credits or refunds for Services, and all future payments for Services shall remain due and payable as agreed by EAB and Organization.

## 12. Program Supplements.

- a. **Enrollment Services Program Supplement.** The Enrollment Services Program Supplement to Master Agreement available at <http://eab.com/terms/ES> and incorporated herein by reference is applicable to any Order Form for any EAB Enrollment Services Program.
- b. **Technology Program Supplement.** The Technology Program Supplement to Master Agreement available at <http://eab.com/terms/tech> and incorporated herein by reference is applicable to any Order Form for any EAB Technology Program.
- c. **Apply College Search and Tours Program Supplement.** The Apply College Search and Tours Program Supplement to Master Agreement available at [http://eab.com/terms/apply\\_search\\_tours](http://eab.com/terms/apply_search_tours) and incorporated herein by reference is applicable to any Order Form for any EAB Apply College Search and Tours Program.
- d. **Advancement Marketing Services Program Supplement.** The Advancement Marketing Services Program Supplement to Master Agreement available at <https://eab.com/terms/ams> and incorporated herein by reference is applicable to any Order Form for any Advancement Marketing Services Program.
- e. **Enroll360 Match Program Supplement.** The Enroll360 Match Program Supplement to Master Agreement available at <https://eab.com/terms/match> and incorporated herein by reference is applicable to any Order Form for any Global Match or Greenlight Match Program.

## 13. Miscellaneous.

- a. **Entire Agreement; Amendment.** The Agreement consists only of the Order Form, these Terms, and any supplemental terms attached hereto and incorporated herein, and once executed and delivered by the parties supersedes in its entirety all other understandings and agreements regarding the provision of the Services. Unless expressly incorporated herein, EAB will not be bound by any term, condition, or other provision that is different from or in addition to the provisions of this Agreement, including for example, any term, condition, or other provision (a) submitted by Organization in any purchase order, receipt, confirmation, or other provision, (b) related to any registration, response to any request for bid, request for proposal, request for information, or other questionnaire, or (c) related to any invoicing process that you submit or require EAB to complete. Upon execution by both parties, this Agreement constitutes a legal, valid, binding, and enforceable obligation of each party, without regard for the intended Start Date of Services in an Order Form. In the event of any conflict or inconsistency between any provision of these Terms and of an Order Form, the provision of the applicable Order Form shall control. Except to the extent initialed by both parties, any handwritten changes on the face of the Agreement shall be ignored and have no legal effect. EAB reserves the right to modify or revise these Terms at any time and shall post such revised Terms at <http://eab.com/terms/master>.
- b. **Independent Contractor; Subcontractors.** In performing the Services, EAB acts as an independent contractor and not as Organization's employee or agent. EAB may use third parties, including, without limitation, its affiliates, in performance of its obligations and the Services hereunder.
- c. **Assignment; Successors.** Except in the event of an assignment by operation of law, the Agreement is not assignable by either party without the other party's prior written consent, and such consent shall not be unreasonably withheld. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.
- d. **Notice.** Any notices under the Agreement shall be in writing and sent by overnight courier, mail, or facsimile. For EAB, notice shall be sent to EAB Global, Inc., Attn: Chief Legal Officer, 2445 M Street, NW, Washington, DC 20037 with a copy to [legal@eab.com](mailto:legal@eab.com). For Organization, notice shall be sent to the name and address set forth in the Order Form.
- e. **Governing Law.** The Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts situated in the District of Columbia, in connection with any action to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement or otherwise arising under or by reason of the Agreement.
- f. **Headings; Interpretations Construction; Severability.** The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. The Agreement shall be construed fairly according to its terms, without regard to the drafter of any provision hereof. In the event that any provision of the Agreement conflicts with the law under which

the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Agreement: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants, and restrictions of the Agreement shall remain in full force and effect.

- g. **Force Majeure.** EAB shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection, or riot or any other cause beyond the reasonable control of EAB. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- h. **Remedies.** Except where otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.
- i. **No Waiver.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
- j. **Counterparts; Facsimile.** The Agreement may be executed in counterparts, each of which shall be deemed an original copy of the Agreement and all of which together shall constitute one and the same document. Delivery of an executed signature page to the Agreement by electronic communication shall be effective to the same extent as if such party had delivered a manually executed counterpart.
- k. **Survival.** Sections 2 through 12 of these Terms, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.