

CAPPEX STANDARD TERMS AND CONDITIONS

These Cappex Standard Terms & Conditions govern each Service Order entered into by and between the "Institution" noted therein and Cappex.com, LLC (as same may from time to time be renewed, the "Service Order"). Each Service Order is effective as of the date it is signed and for the term indicated therein. These terms, along with applicable Service Orders and any other addenda that may be later entered into between the Parties are collectively referred to as the "Agreement." The parties agree as follows:

- SCOPE OF SERVICES.** Cappex will use commercially reasonable efforts to perform the outreach and recruitment services related to Institution's academic programs and offerings as further described in the Service Order (collectively, the "Services") beginning on the start date specified in the applicable Service Order, and unless terminated as provided in this Agreement, Cappex will provide the Services during the term designated in the applicable Service Order. Unless specifically prohibited in the applicable Service Order, the term of the Service Order will be automatically extended as necessary in order for Cappex to deliver the Services in compliance with the specifications set forth in such Service Order.
- LEADS.** As part of the Services, Cappex will provide to Institution lead information from students who have indicated an interest in Institution's academic program ("Leads"). The Leads will meet the criteria specified in the applicable Service Order. Institution and Cappex agree that the Services Cappex is providing are limited to the outreach and recruitment services related to Institution's academic programs and offerings as further described in the Service Order and that Cappex will not be responsible for ongoing hosting or other information technology services in connection with the Services.
- LEAD USE / PRIVACY COMPLIANCE.** Institution may use the Lead information provided by Cappex for the sole purpose of recruitment of students into its academic programs and in compliance with all laws and regulations. Institution acknowledges that all Lead information is provided to Institution as a result of an individual's intentional interaction with Institution (the "Purpose"). If Institution receives any Lead information that was not the result of a user's intentional interaction with Institution, it must notify Cappex and return or destroy such Lead information. Institution further agrees that, with respect to all Lead information, it will comply with all applicable privacy laws and regulations, including the California Consumer Privacy Act and its implementing regulations, as all may be amended from time to time. Institution may not, directly or indirectly, rent, license, sell or otherwise transfer Leads provided by Cappex to other third-party advertisers or lead aggregators, provided however, that Institution may share Lead information with its operational service providers who are engaged to assist Institution in carrying out the Purpose.
- TERM AND TERMINATION.** This Master Services Agreement governs all Service Orders between the Parties and will remain in effect so long as there is an existing Service Order. The term of each Service Order is as stated in the applicable Service Order with respect to each service provided on the applicable Service Order (each a "Service"). If no term is provided for a Service on the Service Order, the term is one (1) year from the execution of the applicable Service Order. This Agreement (or an individual Service Order) may only be terminated as expressly provided herein. Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure within 30 days of the non-breaching party's written notice of breach (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure it is not repeated). Either party may terminate this Agreement immediately if the other party initiates a bankruptcy or similar proceeding related to insolvency or reorganization. Upon termination or expiration of this Agreement, (a) all rights granted pursuant to the Agreement cease immediately; and (b) all accrued fees, invoices or other payments remain due and payable in accordance with the terms of the Agreement.
- PAYMENT TERMS.** Institution agrees to pay Cappex the fees set forth in the applicable Service Order (or applicable invoice), plus applicable federal and state sales, use or other tax thereon. Unless otherwise specified in a Service Order, all payments are due upon receipt of Cappex's invoice. Institution is responsible for providing reasonable proof to Cappex that it is a tax-exempt entity, if applicable. In addition to other remedies, Institution hereby agrees to pay a finance charge equal to the lesser of 1.5% per calendar month (18% per year) or the maximum amount permitted by law on all monies not paid within thirty (30) of receipt of invoice. If Institution fails to timely make any payment when due, Cappex may, in addition to other remedies, suspend any Services provided to Institution until it receives payment of all amounts due. Institution agrees to reimburse upon demand any returned check or NSF fees incurred by Cappex arising from Institution's payment.
- AUDIT RIGHTS.** Each party may audit the records of the other party with reasonable advance notice, during the audited party's normal business hours and solely to confirm the amount due by Institution to Cappex under the Agreement. If the parties agree that payment adjustments are required, they will work together in good faith to ensure that adjustments are reflected on the next monthly payment statement.
- COMPLIANCE WITH LAWS.** Each party covenants that its performance under the Agreement will comply with all applicable laws, statutes, rules, code or regulation that are applicable to the party's business operations, including mandatory regulatory guidance issued by governmental authorities with jurisdiction over the party.
- TCPA COMPLIANCE.** The parties acknowledge and agree that Institution, not Cappex, is responsible for any TCPA compliance with respect to Leads. Cappex does not represent or warrant that the Leads will comply with the requirements of the TCPA, nor is it obligated to retain or store evidence of a student's (who comprises a Lead) acceptance of any TCPA-

related disclosure that Institution requests Cappex post on its webpage(s). TCPA means the Telephone Consumer Protection Act, including its implementing regulations, as all may be amended from time to time.

9. **CONTENT WARRANTY.** Institution warrants and represents that: (a) Institution has all necessary rights to permit the use, reproduction, distribution and transmission by Cappex and its publishers of all Campaigns, photographs, music, video, logos, trademarks, copies and other content and digital assets provided or made available to Cappex by or on behalf of Institution in the performance of the Services set forth on the Service Order (collectively, "Content"); (b) the Content does not promote or make false or misleading claims, and Institution has sufficient substantiation for all claims made in the Content; (c) the use, reproduction, distribution, or transmission of the Content do not violate (i) the intellectual property rights of any third party, or (ii) any foreign or domestic, federal, state, or local law or regulation, or any rights of any third party. Where Institution makes Content available to Cappex, Cappex is granted a limited license to use such Content in the performance of its services for Institution.
10. **DISCLAIMER OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, CAPPEX DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CAPPEX AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF CAPPEX SERVICES. CAPPEX AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. IN NO EVENT SHALL CAPPEX BE LIABLE TO INSTITUTION UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL, OR SIMILAR DAMAGES. ADDITIONALLY, CAPPEX EXPRESSLY DISCLAIMS LIABILITY FOR ANY ISSUE ARISING FROM INSTITUTION'S FAILURE TO SUBMIT SERVICE CONTENT IN ACCORDANCE WITH THE DEADLINES PROVIDED TO INSTITUTION.
11. **INDEMNIFICATION.** Each party will indemnify and hold harmless the other party from and against any and all liability, loss, damage, claim and expense, including reasonable legal fees and expenses (collectively, "Damages"), that may be incurred by a party (and its successors and assigns) arising out of or relating to the other party's breach of any provision or term of the Agreement. In addition, Institution will indemnify and hold Cappex harmless from and against any and all Damages that may be incurred by Cappex and/or its publishers arising out of or relating to Institution's actual or alleged breach of the warranties and covenants set forth in sections 7 (compliance with laws) or 9 (content warranty).
12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL CAPPEX BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF CAPPEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, PROFITS OR DATA ARISING FROM BREACH OF THIS AGREEMENT, THE SERVICES OR ANY OTHER PROVISION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR CLAIMS BASED ON CAPPEX'S WILLFUL MISCONDUCT, CAPPEX'S AGGREGATE LIABILITY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNTS PAID BY INSTITUTION UNDER, OR IN CONNECTION WITH, THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. Notwithstanding the foregoing, if a party fails to provide written notice to the other party of the existence of a claim within six (6) months following expiration or termination of the applicable Service Order, then the other party shall not have any further liability with respect to such claim, which claim shall be deemed waived.
13. **CONFIDENTIALITY.** Unless otherwise required by law or court order, Institution agrees to keep Cappex's Confidential Information (including the terms of this Agreement) strictly confidential and not disclose such information to any third party, including but not limited to, any competing affiliate network, advertising network, advertiser, or to the media. Institution agrees to take all necessary action to protect the confidentiality of the Confidential Information. Institution may only disclose Confidential Information to its officers, directors, employees, attorneys and advisors on a strict need to know basis only, provided that such person is subject to a confidentiality agreement sufficient to comply with the terms of this Agreement.
14. **INSTITUTION REPRESENTATIVE.** If this Agreement is being executed by an agency or other representative ("Agent") on behalf of Institution, Agent represents that it has all due authority to create a legally binding agreement on behalf of Institution and this Agreement shall be so binding. Agent further agrees that it will be jointly and severally liable for any and all payments, damages and other liabilities under this Agreement to which Institution would be responsible.
15. **EEO / AFFIRMATIVE ACTION COMPLIANCE.** Cappex will abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix to Subpart 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, sexual orientation, gender identity 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, gender identity, sexual orientation, national origin, protected veteran status or disability.
16. **GENERAL.**

- a. Illinois Law and Jurisdiction. Unless prohibited by laws applicable to Institution, the laws of the State of Illinois will exclusively govern any dispute between Cappex and Institution without reference to Illinois' conflict of laws principles and Institution submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for all legal proceedings relating to this Agreement.
- b. Modification. No portion of this Agreement may be modified, except in a writing signed by both parties. To the extent there are any terms or conditions contained in any Institution purchase order or other similar document, such terms shall be void and of no force or effect.
- c. Customer Lists. Institution agrees that Cappex may use its name and logo for the sole purpose of including Institution on a list of Cappex customers to be used for promotional purposes.
- d. Relationship. Cappex and Institution are independent contractors and agree that this Agreement does not establish any agency, joint venture or partnership.
- e. Facsimile Counterparts. Any Service Order may be executed in any number of facsimile counterparts. The parties agree that each facsimile counterpart or facsimile version of a Service Order shall for all purposes be deemed to be an original of such Service Order and acceptable for all legal purposes as an original version of such Service Order.
- f. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party without the prior written consent of the other party; provided, however, that a party may assign this Agreement to any entity that acquires all or substantially all of such party's assets or its business that is the subject hereof. Any purported assignment in violation of this provision is void.
- g. Force Majeure. If the performance by a party of its obligations under this Agreement is interfered with by any circumstance beyond the reasonable control of such party, including, without limitation, war, terrorist activities, fire, act of God, labor unrest, or natural disaster, then such party shall be excused from its performance (and shall not be liable for any breach of a warranty as a result thereof) to the extent of such interference; provided that the party so affected shall use reasonable efforts to remove such causes of non-performance.
- h. Waiver. Cappex's failure to object to any document, communication or act of Institution will not be deemed a waiver of any of these terms and conditions and any waiver shall not be deemed to be a waiver of any subsequent defaults of the same or different kind.
- i. Severability. If any provision hereof is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect.
- j. Survival. Upon expiration or early termination of a Service Order or the Agreement, the following provisions of these Cappex Standard Terms & Conditions will survive such termination: Sections 2, 3, 5, 6, 8, 9, 10, 11, 12, 13, 14 and 16.