




**UNIVERSITY OF NEBRASKA
STANDARD AGREEMENT**

		STANDARD AGREEMENT	
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE ST LINCOLN, NE 68583		This Agreement sets forth the terms between The Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the University") and the Service Provider with regard to the performance of the services contemplated herein.	
UNIVERSITY DEPARTMENT: University of Nebraska Online			
SERVICE PROVIDER INFORMATION			
SERVICE PROVIDER NAME: ThruLine Marketing, Inc.		SERVICE PROVIDER ADDRESS: 15500 W. 113 th Street; Suite 200 Lenexa, KS 66219	
CONTRACT TOTAL DOLLAR AMOUNT \$175,000.00	TERM START DATE October 1, 2018	TERM END DATE June 30, 2019	
NOTICE			
Any notice to either party shall be in writing and shall be served in person, by electronic mail, or by certified mail, addressed to the following individuals:			
TO THE SERVICE PROVIDER		TO THE UNIVERSITY DEPARTMENT	
Contact: Karl Ploeger		Contact: Laura Wiese	
Address: 15500 W. 113 th St.; Suite 200		Address: 3835 Holdrege Street	
City, State, Zip: Lenexa, KS 66219		City, State, Zip: Lincoln, NE 68583-0743	
Phone: 913.254.6077		Phone: 402.472.7866	
Email: Karl.Ploeger@thru-line.com		Email: ljwiese@nebraska.edu	
TO THE SERVICE PROVIDER BUSINESS OFFICE		TO THE UNIVERSITY BUSINESS OFFICE	
Contact:		Contact: Jennifer Schrodtt	
Address:		Address: 3835 Holdrege Street	
City, State, Zip:		City, State, Zip: Lincoln, NE 68583-0743	
Phone:		Phone: 402.472.7977	
Email:		Email: jschrodtt@nebraska.edu	
ACCEPTED			
UNIVERSITY DEPARTMENT HEAD APPROVAL (If applicable)			
Signature		Printed Name	
FULL LEGAL NAME OF THE SERVICE PROVIDER		THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (THE UNIVERSITY)	
Signature: 		Signature: 	
Printed Name: Mike McHugh		Printed Name: Chris Kabour ek	
Title: CEO		Title: Vice President CFO	
Date: 11/ 13/ 2018		Date: 11/ 14/ 2018	
I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12. Purchases Involving University Personnel.			

UNIVERSITY OF NEBRASKA STANDARD AGREEMENT

1. **Description of Services.** The Service Provider agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and to render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (collectively, the "Services"), attached hereto and incorporated by reference herein, to the University. The Service Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement.
2. **Payment.** In full consideration for the Services performed by the Service Provider under this Agreement, the University shall pay or cause to be paid to the Service Provider a fee pursuant to the schedule identified in Section 2 of Exhibit A to this Agreement, attached hereto and incorporated by reference herein, and upon submission of an invoice to University by the Service Provider. Along with its invoice, the Service Provider shall submit adequate receipts and documentation as requested by the University to support reimbursement of all previously agreed upon incidental or reimbursable expenses. All payments due the Service Provider shall be made on a net 30-day basis from the University's receipt of the invoice and all requested support documentation. The Service Provider agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes from any payments to the Service Provider hereunder, unless required by law.
3. **Term.** The term of the Services to be performed by the Service Provider under this Agreement is defined on page one. Time is of the essence in this Agreement. This term may be extended by mutual written agreement of the University and Service Provider.
4. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University or non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure. The Service Provider agrees to protect and maintain the Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.
5. **Ownership of Work Product and Intellectual Property Rights.** The Service Provider shall have no interest in the deliverables provided under this Agreement, and the University shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the Service Provider during its performance of the Services (the "Work Product"). Furthermore, the University shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. The University shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Service Provider hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the University, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Service Provider hereby grants to the University the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Service Provider also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Service Provider's services and Work Product. This provision shall survive the termination of this Agreement.
6. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the University shall promptly pay the Service Provider for all services rendered and costs incurred up to and including the effective date of termination.
7. **Representations and Warranties.** The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. Service Provider agrees to hold University and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.
8. **Independent Contractor.** The Service Provider is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.
9. **Mutual Indemnification.** To the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees

UNIVERSITY OF NEBRASKA STANDARD AGREEMENT

under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

10. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.
11. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
12. **Amendment.** This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.
13. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
14. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.
15. **Personal Use Prohibited.** University funds shall not be expended for articles or services, which are for the personal use of staff or faculty members.
16. **Work Status Verification.** The Service Provider and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
17. **Debarment List.** No contract shall be awarded to any Contractor/Bidder listed on the General Services Administration's List of Parties Excluded from Federal

Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Contractor/Bidder specifically warrants and represents that it is not included on the Debarment List. Contractor/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.

18. **Nebraska Legislative Bill (LB) 429.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Service Provider to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
19. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, the Service Provider and any subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered entities to employ and advance in employment qualified protected veterans.
20. **Section 503.** If applicable, the Service Provider and any subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered entities to employ and advance in employment qualified individuals with disabilities.
21. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
22. **Logos or University Marks.** The Service Provider shall not use or display any University campus name, logo, trademark, servicemark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.
23. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Service Provider under this Agreement. The University may participate directly or through an appointed representative, e.g. external

**UNIVERSITY OF NEBRASKA
STANDARD AGREEMENT**

auditor, in order to verify that the Services related to this agreement have been performed in accordance to the procedures indicated.

- 24. Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Service Provider for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Service Provider shall make reference to the

appropriate Purchase Order number to be eligible for payment.

- 25. Compliance.** Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.

University of Nebraska - Lin

**UNIVERSITY OF NEBRASKA
STANDARD AGREEMENT**

EXHIBIT A

Section 1 – Description of Services:

According to the Attached Statement of Work dated September 19, 2018 Thruline shall develop digital marketing programs in support of two online areas of study for the University of Nebraska Online System. The goal is to increase qualified inquires that the individual universities (total of 4) within the system will follow-up with the perspective student and manage the application and enrollment process.

Tasks include:

- ☐ Analysis of existing student population
- ☐ Discovery/ Planning meeting
 - Establish partnership goals
 - Define communication cadence
 - Introduction to the Thruline team
 - Determine program launch timing
- ☐ Develop digital media plan which could include:
 - Display awareness
 - Paid Social
 - Generic Search
 - Program Search
 - Brand Search
 - Retargeting
- ☐ Landing page development (two, one for each area of focus with possible mini-sites)
- ☐ Overall account management
- ☐ Tracking, optimization and program analytics

Performance/status updates shall be provided from Thruline to Client on a weekly basis.

Section 2 – Payment:

Along with its invoice, the Service Provider shall submit adequate receipts and documentation as requested by the University to support reimbursement of all previously agreed upon incidental or reimbursable expenses. All payments due the Service Provider shall be made on a net 30-day basis from the University's receipt of the invoice and all requested support documentation.

STATEMENT OF WORK

University of Nebraska - Lincoln

The Board of Regents of the
University of Nebraska on behalf of
the University of Nebraska Online
System September 19, 2018

STATEMENT OF WORK

This Statement of Work ("SOW") is entered into between Thruline Marketing, Inc. ("Thruline") and The Board of Regents of the University of Nebraska on behalf of the University of Nebraska Online System ("Client"), (collectively, the "Parties" or singularly, the "Party"), as of October 1, 2018. Client wishes to retain Thruline to perform certain services, and Thruline hereby agrees to provide the following services in exchange for the fee(s) noted below.

Project Summary

Thruline to provide placement, reporting and stewardship for developing digital marketing programs for online business and health-care focused degrees. Based on these program results, the relationship can extend into a larger scope and two-year agreement. A contract and new scope of work would be developed and approved for that extended service.

Project Scope

Thruline to develop digital marketing programs in support of two online areas of study for the University of Nebraska Online System. The goal is to increase qualified inquiries that the individual universities (total of 4) within the system will follow-up with the prospective student and manage the application and enrollment process.

Tasks include:

- Analysis of existing student population
- Discovery/ Planning meeting
 - Establish partnership goals
 - Define communication cadence
 - Introduction to the Thruline team
 - Determine program launch timing
- Develop digital media plan which could include:
 - Display awareness
 - Paid Social
 - Generic Search
 - Program Search
 - Brand Search
 - Retargeting
- Landing page development (two, one for each area of focus with possible mini-sites)
- Overall account management
- Tracking, optimization and program analytics

Performance/ status updates to be provided from Thruline to Client on a weekly basis.

Project Deliverables

Deliverables will include:

- Monthly buy plan for review and approval (6 to 9-month plan)
- Weekly status call and corresponding update, inclusive but not limited to the following:
 - Monthly schedule delivery – under delivery, preemptions, program changes, etc.

- Spend Tracking – week, quarter-to-date, and FY to date
- Project/ task tracking and status
- New opportunities for testing/ exploration (as applicable)

Project Timeline

ThruLine will begin research and plan development upon scope of work agreement/ finalization. Digital schedule start date is TBD based on planning meetings, likely begin schedule in January and conclude by the end of June 2019.

Project Budget (October 2018 to June 2019)

	<u>Business</u>	<u>Health Sciences</u>
• Fiscal budget	\$100,000	\$75,000
• Setup/ Landing page	\$5,000	\$5,000
• Fiscal Commission (20%)	\$20,000	\$15,000
• Fiscal Net Budget	\$75,000	\$55,000

Items Needed from Client

- Current student data for geography analysis and lookalike creation
 - First Name
 - Last Name
 - Email Address
 - Phone Number
 - Program of Interest
 - Zip Code
- Access to creative inventory
- University brand standards

Confidential Information

~~The Parties understand that they may have access to or receive confidential information from or concerning the other party during the term of this SOW, and the Parties agree that they will not disclose or use such confidential information, except in the performance of this SOW. Confidential information shall include, but is not necessarily be limited to, any business, technical, academic or financial information from or concerning the Parties, including affiliate partner information.~~ Please see Standard Agreement No. 4

Indemnity

~~Each party agrees to indemnify, release, discharge and hold the other party, its successors and assigns and affiliated corporations, harmless, and agrees to defend the other party from and against any and all liabilities, losses, damages, claims (including workers' compensation claims), lawsuits, causes of action, and expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit) caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of the indemnifying Party, its officers, employees, or agents, in its performance under this SOW.~~ Please see Standard Agreement No. 9

Limitations on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The cumulative aggregate liability of a Party, whether in contract, tort or otherwise, for all damages arising out of or relating to this SOW will be limited to an amount equal to the lesser of: (a) actual damages incurred by the Party as a result of the event(s) giving rise to the liability, or (b) the amounts paid, or received, by the Party for the Services for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

The limitation set forth in this Section will not apply with respect to recovery under claims for (a) gross negligence or willful misconduct, (b) breach of any of any regulatory requirement; or (c) indemnification for claims by third parties regarding infringement of third parties' intellectual property rights.

Amendments

~~Requests for revisions to this SOW, or any specification relating to the Services may be requested by either Party and will only be effective when made by a written amendment signed by an authorized representative of each Party.~~ Please see Standard Agreement No. 12

Signatures

The Parties, through their duly authorized officers, have affixed their signatures to this SOW, signifying their agreement to the terms and conditions herein. This SOW may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties.

FOR: Thruline Marketing, Inc.

BY: <u> </u>	11/ 13/ 2018
Signature	Date
Mike McHugh	CEO
Printed Name	Title

FOR: The Board of Regents of the University of Nebraska

BY: <u> </u>	11/ 14/ 2018	lp
Signature	Date	
Chris Kabour ek	Vice President	CFO
Printed Name	Title	

DATA SECURITY CONTRACT ADDENDUM

This document constitutes an Addendum to the Statement of Work dated October 1, 2018, between the Board of Regents of the University of Nebraska (hereinafter referred to as "University") and Thruline Marketing, Inc. (hereinafter "Service Provider"). If any of the terms of this Addendum conflict with any of the terms of the Agreement, then the terms of this Addendum shall control.

Protection of Confidential Data

Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act and with the terms set forth below. Pursuant to 34 C.F.R. § 99.33 (a)(2), the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure of the information was made. Service Provider also agrees to comply with the requirements of the Gramm Leach Bliley Act ("GLBA") dealing with the confidentiality of customer information and the Safeguards Rule, if applicable. Further, Service Provider agrees to protect all University sensitive data including all personally identifiable information ("PII"), financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees in accordance with generally accepted Information Security standards and best practices.

Definition: Covered Data and Information ("CDI") includes: paper and electronic student education record information; student financial information (defined below) required to be protected under GLBA, as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLBA; and data provided by University's students to the Service Provider, if any. In addition, this definition of CDI also covers any and all paper and electronic PII, financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees. Student financial information is that information that the University has obtained from a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

Acknowledgment of Access to CDI: Service Provider acknowledges that the Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Subpoena or Liens:

If Service Provider is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of University Data, Service Provider will, as soon as reasonably practical and not in violation of law, deliver to University a copy of such warrant, subpoena, order or request and will not, without University's prior written consent, comply with the same unless and until required to do so under applicable law.

Service Provider has no property interest in, and may assert no lien on or right to withhold from the University, any data it receives from, receives addressed too, or stores on behalf of the University.

Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to University or, if return is not feasible, destroy any and all CDI. This provision shall also apply to all CDI that is in the possession of subcontractors or agents of Service Provider. Service Provider shall retain no copies of such information, including any compilations derived from and allowing identification of CDI. Service Provider shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of the Agreement. Within such thirty (30) day period, Service Provider shall certify in writing to the University that such return or destruction has been completed.

Remedies: If University reasonably determines in good faith that Service Provider has materially breached any of its obligations under the Agreement, then University, in its sole discretion, shall have the right to (1) require Service Provider to submit to a plan of monitoring and reporting, (2) provide Service Provider with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Service Provider describing the violation and the action it intends to take.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students and will protect CDI no less rigorously than Service Provider protects its own confidential information. If Service Provider provides any CDI which was received from, or created for, University to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Agreement.

Reporting Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one (1) day of discovery, report to University any use or disclosure of CDI not authorized by the Agreement or in writing by University. Service Provider's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual or entity that received the unauthorized disclosure, (4) the action(s) that Service Provider has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Service Provider has taken or shall take to prevent future similar unauthorized uses or

disclosures. Service Provider shall provide any additional information in connection with the unauthorized disclosure reasonably requested by University.

Compliance with Red Flags Rule: The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which University must comply. See 16 CFR § 681. Under the Red Flags Rule, University must ensure that Service Provider either complies with University's identity theft Program or that Service Provider has its own policies and procedures in place to detect and respond to identity theft Red Flags. Service Provider represents and warrants that it has reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Service Provider shall review and comply with all relevant portions of University's identity theft policy as well as any applicable Institutional identity theft plan. Service Provider shall report any Red Flags that it detects in connection with the Agreement to University.

Indemnification: Service Provider shall indemnify, defend and hold harmless University from any loss, liability, damage, claims, costs or judgments the University incurs, including University's costs and attorney fees, which arise from Service Provider's failure to meet any of its obligations under the Agreement, including but not limited to this Addendum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

kp

By: Chris Kabourek 11/ 14/ 2018
Vice President | CFO

THRULINE MARKETING, INC.

By: [REDACTED] 11/13/2018
M. Craig Thompson CEO

Certificate Of Completion

Envelope Id: F60CAA38BD144103BF8177475D294C7F

Status: Completed

Subject: Please DocuSign: Thruline Agreement

Source Envelope:

Document Pages: 14

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 3

Jessica Mehrhoff

AutoNav: Enabled

1400 R St.

Envelopeld Stamping: Enabled

Lincoln, NE 68588

Time Zone: (UTC-06:00) Central Time (US & Canada)

JESSICA.MEHRHOFF@UNL.EDU

IP Address: 129.93.113.204

Record Tracking

Status: Original

Holder: Jessica Mehrhoff

Location: DocuSign

11/13/2018 2:38:01 PM

JESSICA.MEHRHOFF@UNL.EDU

Signer Events

Signature

Timestamp

Michael McHugh

morgan.gonzalez@thru-line.com

CEO

Security Level: Email, Account Authentication (Optional)

Signature Adoption: Pre-selected Style
Using IP Address: 173.197.13.68

Sent: 11/13/2018 2:50:54 PM

Viewed: 11/13/2018 2:56:59 PM

Signed: 11/13/2018 2:58:39 PM

Electronic Record and Signature Disclosure:

Accepted: 11/13/2018 2:56:59 PM

ID: 2fb0d97e-e63b-441d-abf4-e2166255b37a

Kim Phelps

kphelps1@unl.edu

Assoc VC

Security Level: Email, Account Authentication (Optional)

Signature Adoption: Pre-selected Style
Using IP Address: 129.93.4.40

Sent: 11/13/2018 3:20:00 PM

Viewed: 11/13/2018 3:37:02 PM

Signed: 11/13/2018 3:39:48 PM

Electronic Record and Signature Disclosure:

Accepted: 11/13/2018 3:37:02 PM

ID: 075734a9-9f56-4f0a-80a8-dab8fcb8948c

Chris Kabourek

ckabourek@nebraska.edu

Vice President | CFO

Security Level: Email, Account Authentication (Optional)

Signature Adoption: Pre-selected Style
Using IP Address: 64.89.179.42

Sent: 11/13/2018 3:39:52 PM

Viewed: 11/13/2018 4:16:50 PM

Signed: 11/14/2018 10:43:08 AM

Electronic Record and Signature Disclosure:

Accepted: 7/19/2018 10:05:38 PM

ID: 073e9cec-a93c-4d6f-902c-a21e56afd89b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
<p>Julie Snyder julie.dexter@unl.edu Contract Manager University of Nebraska Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/13/2018 3:19:59 PM ID: 9feb8a4f-1947-4947-b728-36b849631d3a</p>	<div>VIEWED</div> <p>Using IP Address: 129.93.117.78</p>	<p>Sent: 11/13/2018 2:58:42 PM Viewed: 11/13/2018 3:19:59 PM</p>
Carbon Copy Events	Status	Timestamp
<p>Megan Haberman mhaberman@nebraska.edu Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/26/2018 9:47:13 AM ID: a091b856-620d-4602-a3d9-04c5acc7449f</p>	<div>COPIED</div>	<p>Sent: 11/13/2018 3:39:51 PM</p>
<p>Megan Haberman mhaberman@nebraska.edu Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/26/2018 9:47:13 AM ID: a091b856-620d-4602-a3d9-04c5acc7449f</p>	<div>COPIED</div>	<p>Sent: 11/14/2018 10:43:11 AM</p>
<p>Scott Stremick scott.stremick@unl.edu University of Nebraska - Lincoln Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 11/14/2018 10:43:12 AM Viewed: 11/14/2018 10:49:01 AM</p>
<p>Jennifer Schrodt jschrodt@nebraska.edu Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 11/14/2018 10:43:12 AM Viewed: 11/14/2018 11:29:30 AM</p>
<p>Jessica Mehrhoff jessica.mehrhoff@unl.edu Contract Specialist University of Nebraska - Lincoln Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 11/14/2018 10:43:13 AM Resent: 11/14/2018 10:43:17 AM</p>
<p>Sue Cuddeback sue.cuddeback@unl.edu University of Nebraska - Lincoln Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 11/14/2018 10:43:14 AM</p>

Carbon Copy Events	Status	Timestamp
Shannon Ehrisman shanon.ehrisman@unl.edu Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/14/2018 10:43:15 AM

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2018 10:43:15 AM
Certified Delivered	Security Checked	11/14/2018 10:43:15 AM
Completed	Security Checked	11/14/2018 10:43:15 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bryan.kinnan@unl.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bryan.kinnan@unl.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bryan.kinnan@unl.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bryan.kinnan@unl.edu and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<input checked="" type="checkbox"/> Allow per session cookies <input checked="" type="checkbox"/> Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- ☐ I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- ☐ I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- ☐ Until or unless I notify Internet 2 OBO University of Nebraska - Lincoln as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Internet 2 OBO University of Nebraska - Lincoln during the course of my relationship with you.