



Amendment 2

This Amendment 2 ("Amendment 2") dated February 20, 2019 ("Amendment Effective Date") supplements and amends the Addendum to the Letter of Agreement – COE Forum by between EAB Global, Inc. ("EAB"), successor in interest to The Advisory Board Company, and Texas A&M University ("Client" or "you") (each of EAB and Client, a "Party" and collectively, the "Parties") dated November 21, 2017 (the "Addendum"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Addendum.

The following amendments and modifications are hereby made a part of the Addendum.

1. Add the following to Article 1 of the Addendum:

E. JD and non-JD Application Marketing Program

- The JD and non-JD Application Marketing Program includes the development, deployment, management, and analysis of a comprehensive communications campaign.
- The following prospective student audiences whose achievements, characteristics, and prior actions make them a strong potential match for Client's programs could include:
 - Those who have previously expressed an interest in learning more about the Client program;
 - Those whose data is newly available from list sources (GMAT, GRE, & LSAT);
 - Those who did not respond to prior search initiatives when previously contacted; and
 - Relevant (or young alumni) alumni and current undergraduate seniors
- With the ultimate goal of maximizing the number of submitted applications from the aforementioned prospective student populations, EAB will provide development, deployment, management, and analysis of a comprehensive communications campaign that includes up to three mail and email campaign launches (including multiple email communications) inviting students to apply.
- Included are follow-up reminder emails, up to three email versions per contact, and up to three planned live changes.
- The deployment of Client's JD and non-JD Application Marketing Program will begin following execution of this Amendment 2 and will conclude by June 2022.

F. JD and non-JD Student Intent Survey

- The JD and non-JD Student Intent Survey will include the development, deployment, management and analysis of a comprehensive communications program that will contact students on behalf of Client.
- Students who have been admitted to Client will be invited to indicate to you their current intentions and needs relative to their enrollment decision. The program consists of a series of email messages with a goal of learning the current status of the maximum number of students within your admitted student pool, supporting student follow-up, and facilitating deposit collection, including automatic confirmation messages
- At the end of the year, EAB will provide a Benchmarked Year-End Survey of students who indicated that they did not plan to deposit at your institution. The report will provide comparisons of Client to other institutions participating in the Student Intent Survey.
- The deployment of JD and non-JD Student Intent Survey will begin following execution of this Amendment 2 and will conclude by June 2022.

2. Article II (Summary of Costs) is hereby amended to include the following:

Opt-Out Provision

Client shall have the right to opt-out of this Amendment 2 for FY 2021 and FY 2022 (the "Opt-Out"). In such event, Client must provide written notice of its intent to terminate this Amendment 2 on or before March 31, 2020, in which case Services will cease on June 30, 2020 (the "Early Termination Date"). Client will not owe any fees for the Services after the Early Termination Date. Client and EAB shall be released from their obligations under this Agreement with respect to the Services following such Early Termination Date, provided that all fees for the period prior to the Early Termination Date with respect to the services shall be due and owing if not previously paid. If you do not provide such notification, this Amendment 2 will continue in accordance with its terms.

FY 2019

Program	Quantities	Program Costs	EAB Investments	Net Program Costs	Estimated Postage Costs	Estimated Media Costs	Add'l Program Cost/M	Add'l Postage Cost/M	Add'l Media Cost/M	Estimated List Costs
JD and non-JD Application Marketing										
Total Application Marketing Names	50,000						\$1,750	\$184	\$100	
Student Intent Survey	1									
Total JD and non-JD Application Marketing		\$216,900	\$0	\$216,900	\$9,200	\$8,333				\$3,655
Multi-Year EAB Investment			(\$4,120)	(\$4,120)						
EAB Investment			(\$212,780)	(\$212,780)						
Total Costs		\$216,900	(\$216,900)	\$0	\$9,200	\$8,333	-	-	-	\$3,655

FY 2020

Program	Quantities	Program Costs	EAB Investments	Net Program Costs	Estimated Postage Costs	Estimated Media Costs	Add'l Program Cost/M	Add'l Postage Cost/M	Add'l Media Cost/M	Estimated List Costs
JD and non-JD Application Marketing										
Total Application Marketing Names	50,000									
Student Intent Survey	1									
Total JD and non-JD Application Marketing		\$227,760	\$0	\$227,760	\$9,476	\$10,300	\$1,838	\$190	\$103	\$3,765
Multi-Year EAB Investment			(\$8,630)	(\$8,630)						
EAB Investment			(\$59,130)	(\$59,130)						
Total Costs		\$227,760	(\$67,760)	\$160,000	\$9,476	\$10,300	-	-	-	\$3,765

FY 2021

Program	Quantities	Program Costs	EAB Investments	Net Program Costs	Estimated Postage Costs	Estimated Media Costs	Add'l Program Cost/M	Add'l Postage Cost/M	Add'l Media Cost/M	Estimated List Costs
JD and non-JD Application Marketing										
Total Application Marketing Names	50,000									
Student Intent Survey	1									
Total JD and non-JD Application Marketing		\$239,150	\$0	\$239,150	\$9,760	\$10,609	\$1,929	\$196	\$106	\$3,878
Multi-Year EAB Investment			(\$13,460)	(\$13,460)						
Total Costs		\$239,150	(\$13,460)	\$225,690	\$9,760	\$10,609	-	-	-	\$3,878

FY 2022

Program	Quantities	Program Costs	EAB Investments	Net Program Costs	Estimated Postage Costs	Estimated Media Costs	Add'l Program Cost/M	Add'l Postage Cost/M	Add'l Media Cost/M	Estimated List Costs
JD and non-JD Application Marketing										
Total Application Marketing Names	50,000									
Student Intent Survey	1									
Total JD and non-JD Application Marketing		\$251,110	\$0	\$251,110	\$10,053	\$10,927	\$2,025	\$201	\$109	\$3,994
Multi-Year EAB Investment			(\$18,640)	(\$18,640)						
Total Costs		\$251,110	(\$18,640)	\$232,470	\$10,053	\$10,927	-	-	-	\$3,994

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

The estimated postage and media costs are based on then-current available postage or media rates. In the event that actual postage and/or media costs are greater than the estimated postage and/or media costs, EAB will invoice Client for the difference. Estimated postage and/or media costs in excess of the actual postage and/or media costs will be applied as credit to other services in the current or next fiscal year as agreed upon by EAB and Client, unless client requests a refund of such excess postage and/or media costs.

Client will incur the estimated list costs in the above tables, which will be invoiced directly by, and should be paid directly to, the list providers.

3. Article III (Payment Terms) is hereby amended to include the following tables concerning JD and non-JD programs:

FY 2019 – JD and non-JD programs

Invoice In February 2019	100% Postage	100% Media	Total Invoice
	\$9,200	\$8,333	\$17,533

FY 2020 – JD and non-JD programs

Invoice In February 2019	25% Program Costs			Total Invoice
	\$40,000	-	-	\$40,000
Invoice In July 2019	75% Program Costs	100% Postage	100% Media	Total Invoice
	\$120,000	\$9,476	\$10,300	\$139,776

FY 2021 – JD and non-JD programs

Invoice In July 2020	100% Program Costs	100% Postage	100% Media	Total Invoice
	\$225,690	\$9,760	\$10,609	\$246,059

FY 2022 – JD and non-JD programs

Invoice In July 2021	100% Program Costs	100% Postage	100% Media	Total Invoice
	\$232,470	\$10,053	\$10,927	\$253,450

In all other respects, the Addendum, as amended, is hereby ratified and confirmed and shall remain in full force and effect. In the event of a conflict between this Amendment 2 and the Addendum or any other prior Amendments thereto, then this Amendment 2 will control.

This Amendment 2 may be signed using one or more counterparts. The multiple executed copies together will be considered an original and will be binding on the parties.

ACKNOWLEDGED AND AGREED

EAB GLOBAL, INC.

TEXAS A&M UNIVERSITY

By: _____
Name: Brian Boudreau
Title: Controller
Date: 2/25/19

By: _____
Name: Dr. Carol A. Fierke
Title: Provost and Executive Vice President
Date: 2/22/19