LAREDO COLLEGE - ADMISSIONS AND STUDENT SUCCESS

Issued
September 7, 2026

Expires
September 30, 2026

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Prepared for

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Products & Services

Products & Services	SKU	Billing Frequency	Price
Items invoiced upon execution			
Element for Admissions & Marketing (Year 1) For 8,000 number of enrolled students	CRM-ADM	Annually	$0.00/ year after 100% discount for 1 year
Element for Student Success (Year 1) For 8,000 number of enrolled students	CRM-STU	Annually	$0.00/ year after 100% discount for 1 year

Products & Services	SKU	Billing Frequency	Price
Element Dedicated Support (Year 1) Element451 Dedicated Support for 8000 enrolled headcount students.	SUP-DED	Annually	$0.00/ year after 100% discount for 1 year
Element EllucianBanner Integration (Year 1) Annual hosting + maintenance for Ellucian Ethos (Banner) Integration.	INT-ELL-BAN	Annually	$0.00/ year after 100% discount for 1 year
Integrations Build - Banner Build	INT-BUILD		$14,750.00 after 50% discount for 1 year
Items invoiced later			
Element for Admissions & Marketing (Years 2-5) For 8,000 number of enrolled students **Payment starts: 12 months after initial payment**	CRM-ADM	Annually	$66,792.00/ year after 45% discount for 4 years
Element for Student Success (Years 2-5) For 8,000 number of enrolled students **Payment starts: 12 months after initial payment**	CRM-STU	Annually	$53,433.60/ year after 45% discount for 4 years
Element Dedicated Support (Years 2-5) Element451 Dedicated Support for 8,000 enrolled headcount students.	SUP-DED	Annually	$15,738.75/ year after 55% discount for 4 years

Products & Services	SKU	Billing Frequency	Price
Payment starts: 12 months after initial payment			
Element Ellucian Banner Ethos Maintenance (Years 2-5) Annual hosting + maintenance for Ellucian Ethos (Banner) Integration. **Payment starts: 12 months after initial payment**	INT-ELL-BAN	Annually	$23,607.90/ year after 55% discount for 4 years

Future Payments Summary

Item	Payment
Element for Admissions & Marketing (Years 2-5)	$66,792.00 / year starting 12 months after initial payment for 4 payments
Element for Student Success (Years 2-5)	$53,433.60 / year starting 12 months after initial payment for 4 payments
Element Dedicated Support (Years 2-5)	$15,738.75 / year starting 12 months after initial payment for 4 payments
Element Ellucian Banner Ethos Maintenance (Years 2-5)	$23,607.90 / year starting 12 months after initial payment for 4 payments

Comments

Service Activation Date will be within seven (7) business days of signature.

Q3 Promotional Pricing – First-Year Fee Waiver.Promotional eligibility is contingent upon execution of the Service Order by September 30, 2026.

As part of Element451's Q3 2026 promotional offering, Client will receive a **100% waiver of the applicable subscription and service fees for the first contract year** for the following contracted services:

- CRM – Admissions & Marketing
- Student Success
- Dedicated Support
- Banner Maintenance

Terms and Conditions

This **Service Order** ("Service Order") is entered into as of the Service Effective Date noted herein between Laredo College ("Client"), and Element451, Inc. ("Element451" or "Company"). Element451 shall provide Client with a subscription to access and use the software-as-a-service solution as described in the Master Service Agreement and the Service Level Agreement found on our website, as updated from time to time, subject to all terms and conditions set forth therein.

Subscription Term:
The initial term of this Order Form shall be for **60 months** starting on the Service Date (the "Subscription Term"). At the end of the Subscription Term, this Order Form shall automatically renew for additional periods equal in length to the expiring Term, unless (a) the parties execute a new Order Form, Quote, or other written agreement specifying a different Renewal Term, in which case the terms of such Order Form, Quote, or agreement shall control, or (b) either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current Term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

Subscription Fees:
Detailed above in the Products and Services section, invoiced annually, and payable net 30 (the "Base Subscription Fee"). Additional services will be pro-rated.

Governing Law and Dispute Resolution:
This Agreement shall be governed by the laws of the State of Texas, without regard to any provisions pertaining to choice of law. Any dispute between the parties arising from or relating to this Agreement shall be subject to binding arbitration according to the commercial arbitration rules of the American Arbitration Association ("AAA"). Selection of one neutral arbitrator by the parties shall be from the AAA Panel list in accordance with the appointment Rules of the AAA. The arbitration will be held in a location mutually agreed upon by the parties, or if no such location can be agreed to, then as appointed by the duly selected arbitrator. Each party shall

bear its own expenses associated with the arbitration; the parties shall equally share the filing and other administrative fees of the AAA and the expenses of the arbitrator.

Annual Rate Increase:
Effective upon the date of this Agreement and on each anniversary thereof during the term of this Agreement, the rates for services provided under this Agreement include an increase of **three percent (3%)**. Rate adjustments are calculated on a compound basis and shall be reflected in the invoices issued by Element451 following each anniversary date. This adjustment is intended to account for inflation and the increasing costs of providing the services described herein. Client agrees to pay the adjusted rates according to the terms of this Agreement.

Usage Caps. The pricing set forth above includes the annual usage caps identified below. If Client exceeds an applicable usage cap, the applicable functionality will continue to operate without interruption. An Element451 Account Manager will proactively contact Client to review usage, discuss available options, and confirm any additional billing, if applicable. For additional information regarding usage cap features, applicable overages, and how usage is measured, please visit our website:

Category & Included Quantity:

- Messaging (US & Canada): 360,000 messages
- Phone Calling (US & Canada): 38,600 minutes
- AI Voice Mode: 15,600 minutes
- Phone Numbers: 28 numbers/year
- Transcript Evals: 8,000 evaluations
- ID Verification: 1,200 verifications

Signature

Choose a profile to start the e-signature process.

David Arreazola
darreazola@laredo.edu

Verify to sign

Josh Smith
josh.smith@element451.com

Verify to sign

Element451, Inc.

ADDENDUM NO. 1 TO SERVICE ORDER

Laredo College — Admissions and Student Success · Service Order dated September 7, 2026

This Addendum No. 1 (the "Addendum") is entered into by and between Element451, Inc. ("Company") and Laredo College ("Client") and is incorporated into and made a part of the Service Order identified above (the "Service Order"). This Addendum states the negotiated terms of the parties and supersedes and replaces any conflicting reference in the Service Order to the August 2026 Master Service Agreement (the "MSA") or the Service Level Agreement (the "SLA"). In the event of any conflict or inconsistency, the order of precedence is: (1) this Addendum; (2) the Service Order; (3) the MSA; (4) the SLA. Except as expressly modified by this Addendum, all terms of the Service Order, the MSA and the SLA remain in full force and effect. Capitalized terms not defined in this Addendum have the meanings given in the MSA.

1. Fees; Rate Adjustments. *Replaces the "Annual Rate Increase" paragraph of the Service Order; controls over MSA §4.3.*

The annual fees for Years 2 through 5 of the Subscription Term are as stated in the Products & Services and Future Payments Summary sections of the Service Order and are fixed for the Initial Term; no annual rate adjustment shall apply during the Initial Term. Section 4.3 of the MSA applies only to a Renewal Term and shall not operate to increase fees during the Initial Term. Company will provide Client with written notice of any Renewal Term increase not less than one hundred twenty (120) days prior to the commencement of the applicable Renewal Term, and any such increase shall not exceed five percent (5%) of the fees in effect for the final year of the expiring Term. In the event of any conflict between the Service Order and the MSA with respect to fees or fee increases, the Service Order as modified by this Addendum controls.

2. Incorporated Documents; No Unilateral Changes. *Replaces the incorporation-by-reference language of the Service Order.*

Company shall provide Client with a subscription to access and use the software-as-a-service solution as described in the Master Service Agreement dated August 2026 and the Service Level Agreement dated August 2026, copies of which are attached to and incorporated into the Service Order as Exhibit A and Exhibit B respectively. The versions attached hereto are the operative documents. No subsequent amendment, modification, replacement or restatement of the Master Service Agreement, the Service Level Agreement, or any other incorporated terms shall alter either party's rights or obligations under the Service Order unless agreed in a writing executed by authorized representatives of both parties.

3. Non-Appropriation. *New provision; added to MSA §3.*

Client's payment obligations under the MSA and any Service Order are subject to and contingent upon the appropriation of funds by its governing board for each fiscal year of the Term. If funds are not appropriated, or are withdrawn, for any fiscal year, Client may terminate the MSA or the affected Service Order effective at the end of the last fiscal year for which funds were appropriated, upon not less than sixty (60) days' prior written notice to Company accompanied by written certification from Client's chief financial officer that the applicable funds were not appropriated and that Client is not replacing the affected Services with functionally similar services from another provider. Client shall remain responsible for Fees attributable to Services provided through the effective date of termination, and Company shall refund, on a pro rata basis, any prepaid Fees attributable to the period following that date. No early termination fee, acceleration of future Fees, cancellation charge, or other penalty shall apply to a termination under this Section. Company shall reasonably cooperate with Client in the orderly transition of the Services and the export of Client data.

4. Taxes. *Replaces MSA §4.2.*

In addition to the fees detailed in the Agreement, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Company's income; provided, however, that Client shall not be responsible for any taxes, duties or charges from which it is exempt under applicable federal or Texas law. Client shall provide Company with a valid exemption certificate or other reasonable documentation of its exempt status upon request, and Company shall not invoice Client for any taxes covered by such documentation.

5. Governing Law; Venue; No Arbitration. *Replaces MSA §16 and the Service Order's dispute-resolution paragraph. Arbitration is deleted.*

The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any provisions pertaining to choice of law. Any action or proceeding arising out of or relating to the Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located in Webb County, Texas, and each party consents to the jurisdiction of such courts and waives any objection to venue therein. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Nothing in this Section waives or limits any governmental immunity, jurisdictional prerequisite, notice requirement, or other statutory or common-law defense available to Client under Texas law. Each party shall bear its own costs and attorneys' fees except as otherwise expressly provided in the Agreement.

6. Indemnification — Governmental Limitation. *Added as MSA §9.4; §§9.1–9.3 remain in effect as modified by this Section.*

Client is a public junior college district and a political subdivision of the State of Texas. Notwithstanding anything to the contrary in Section 9 of the MSA, Client's obligations to indemnify, defend and hold harmless Company and its officers, directors, employees, agents and affiliates are undertaken only to the extent permitted by the Constitution and laws of the State of Texas, including applicable constitutional limitations on the creation of debt and the limits of the Texas Tort Claims Act, and only to the extent of funds lawfully appropriated and available for that purpose. Nothing in the Agreement constitutes a waiver, expansion or limitation of any governmental immunity, statutory limit of liability, or other statutory or common-law right or defense available to Client. Client's inability to perform an indemnification obligation by reason of this Section shall not constitute a breach of the Agreement, and in that event each party retains all rights and remedies otherwise available to it at law or in equity.

7. Disclaimer of Warranties — Express Obligations Preserved. *Added at the end of MSA §7.4.*

Notwithstanding the foregoing, nothing in Section 7.4 limits, disclaims or otherwise modifies any express warranty, representation, covenant or obligation undertaken by Company in Sections 7.1, 7.2, 11, 12 or 13 of the MSA, in any Service Order, or in the SLA, including Company's Availability Commitment; provided that the remedies available to Client for any failure to meet a service level set forth in the SLA remain as set forth in that document.

8. Security Incident Notification. *Replaces MSA §12.5.*

Company will provide notice to Client of any Security Incident without unreasonable delay and in no event later than forty-eight (48) hours after Company determines that a Security Incident has occurred. For purposes of this Section, a "Security Incident" means any unauthorized acquisition or disclosure of Client Personal Data. Company's initial notice will include the information then available to Company and will not be delayed pending completion of Company's investigation; Company will supplement its notice promptly as additional information becomes available. Company will also promptly inform Client of any event that Company reasonably believes is likely to constitute a Security Incident involving Client Personal Data, and will keep Client reasonably informed of the status and findings of its investigation. Company will take commercially reasonable measures designed to investigate and remediate any Security Incident and to mitigate the risk of future Security Incidents, and will cooperate with Client in Client's compliance with applicable laws requiring notification to affected individuals or regulatory authorities. To the extent a Security Incident results directly from Company's material breach of its security obligations under the Agreement, Company will reimburse Client for its reasonable, documented notification costs, subject to the limitations of liability set forth in Section 10 of the MSA.

9. Post-Termination Data Handling. *Added as MSA §11.6; supplements §11.3.*

Upon expiration or termination of the Agreement, Company will, for a period of thirty (30) days, make Client Data available to Client for return or export in a commercially reasonable, machine-readable format. Following that period, and in any event within sixty (60) days after expiration or termination, Company will permanently delete Client Data from its active production systems. To the extent Client Data remains within Company's backup, archival or disaster-recovery systems because immediate deletion is not technically feasible, such Client Data will remain subject to all confidentiality, privacy and security obligations of the Agreement, will not be accessed, restored or otherwise processed except for legitimate disaster-recovery purposes or as required by applicable law or legal process, and will be permanently deleted in accordance with Company's ordinary backup-deletion cycle and in no event later than one hundred eighty (180) days after expiration or termination. Company will provide Client with written certification of such deletion upon Client's written request. Company may retain Client Data beyond the periods stated in this Section only to the extent required by applicable law or legal process, and in that event will retain only the Client Data so required, for only so long as so required, and subject to the obligations of the Agreement.

10. Platform Terms of Use. *Replaces MSA §5(d).*

(d) its and its Authorized Users' compliance with any standard Terms of Use posted on the Element451 platform, as amended or updated by Company from time to time; provided, however, that no amendment, modification or update to any such Terms of Use shall diminish Client's rights, or expand Client's obligations or liabilities, under the Agreement, any Service Order, or the SLA, and in the event of any conflict between such Terms of Use and the Agreement, the Agreement shall control.

11. Service Level Evidence. *Modifies the SLA (Exhibit B) Claim Procedure and the definition of "Unavailable / Unavailability."*

Company's monitoring systems shall be the primary source of evidence for purposes of determining Monthly Uptime Percentage and Service Credit eligibility, but shall not be conclusive or exclusive. Client may submit with its claim any reasonably reliable evidence in its possession concerning Service availability, including Client system logs, monitoring data, support records and similar information, and Company will consider such evidence in good faith in determining whether the applicable service level was achieved. If Company's records and Client's evidence conflict, the parties' designated representatives will confer in good faith to resolve the discrepancy before Company issues a final determination. In the definitions of "Unavailable" and "Unavailability," the phrase "which shall be authoritative" is replaced with "which shall be the primary source of evidence, subject to the Claim Procedure set forth in this Exhibit B."

12. Assignment; Change of Control. *Replaces MSA §17.6.*

Neither party shall have the right to assign the Agreement without the prior written consent of the other party, except that: (i) Company may, without Client's consent, assign the Agreement to any of its affiliates; and (ii) either party may, without the consent of the other party, assign the Agreement to the surviving corporation with or into which such party may merge or consolidate, or to an entity to which such party transfers all, or substantially all, of its voting securities or assets. Company shall give Client written notice of any assignment permitted under clause (i) or clause (ii), or of any change in control of Company, not later than thirty (30) days after its effective date, and shall confirm in that notice that the assignee has assumed all of Company's obligations under the Agreement and each Service Order.

If the assignee does not assume those obligations, or if Client reasonably determines that the assignment or change in control materially and adversely affects the security or privacy of Client Data, the performance of the Services, or the assignee's ability to satisfy Company's obligations under the Agreement and the SLA, Client may terminate the Agreement upon sixty (60) days' prior written notice given within ninety (90) days after Client's receipt of Company's notice, without any early termination fee, acceleration of future Fees, cancellation charge or other penalty, and Company shall refund to Client, on a pro rata basis, any prepaid Fees attributable to the period following the effective date of termination.

13. Publicity. *Replaces MSA §17.8.*

Company may identify Client by name and logo as a Company customer on Company's website and in customer lists provided to third parties, provided that such identification does not reveal any Confidential Information or any specifics about the Agreement or the relationship, and provided further that Company will promptly modify or remove such identification upon Client's written request. Company shall not use Client's name, trademarks, logos, seals, testimonials, quotations, or identity in any press release, case study, advertisement, reference, or other promotional or marketing material without Client's prior written approval. All rights arising from the use of Client's name, mark and/or logo will inure to the benefit of Client, and Client will retain all ownership therein.

14. Effect.

This Addendum forms part of the Service Order and is incorporated into it by reference. No separate signature is required: execution of the Service Order by Client constitutes acceptance of this Addendum in its entirety, and the terms stated above govern from the Effective Date of the Service Order.