

Student Select Services Agreement

This Services Agreement is entered into as of the last signature date below (“Effective Date”) by and between Rutgers, The State University of New Jersey, with an address of 65 Bergen Street, Suite 120, Newark, NJ 07107-1709 (“University”) and Talent Select AI, LLC, a Delaware Limited Liability Company, with an address of 320 E. Buffalo Street, Ste 403, Milwaukee, WI 53202 (“Talent Select”). Hereinafter, collectively Talent Select and University are referred to as the (“Parties”). This Services Agreement and all exhibits, service orders, and schedules attached hereto, shall be referred to collectively as the (“Agreement”). In the event of a conflict between the terms of this Agreement and a Service Order, Statement of Work, exhibit, schedule, or other attachment, the terms of this Agreement shall govern.

WHEREAS University desires to better understand some of the underlying previously unquantified factors that contribute to admissions acceptance and student success. This may lead to more effective decision making in the future.

WHEREAS Talent Select desires to refine their machine learning tools using University data and to expand company understanding and credibility within the higher education marketplace

WHEREAS University has completed a pilot program with Talent Select during which they submitted historical applicant and admissions decision data for up to the preceding Five (5) year period with Talent Select for a single academic program. In return, Talent Select provided an Artificial Intelligence (“AI”) summary and analysis on the submitted historical data utilizing Talent Select’s Admissions Machine Learning System. Deliverables to University included summary results, charts, boxplots, and matching results. University now desires to extend the term of this agreement by having Talent Select provide an AI analysis of incoming admissions data returning the results of this analysis to University (“Student Select” program).

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement will become effective on the Effective Date and continue thereafter for the initial period set forth in Exhibit A for the Student Select program.
2. **Student Select – Program Participation.**
 - a. **Included Academic Program(s).** The Student Select program will be implemented for the academic program(s) at University (“Academic Program(s)”) set forth in Exhibit A. Additional academic programs may be added under this agreement through execution of an addendum outlining term and associated costs for the additional Academic Program(s).
 - b. **University Requirements for the Student Select Program.** University agrees to the following requirements to participate in the Student Select program.
 - I. Recurring. Provide completed applications for identified Academic Program(s) as they are submitted to University. All completed applications must be submitted for analysis during each admissions cycle on a timely basis. For the Talent Select AI model to be effective, Talent Select must have access to all completed applications through the University’s entire admissions cycle.

- II. Submit outcome data, that is data tracking the applicant's success in the academic program, although not required, may be submitted if University desires.
- III. At the start of each new admissions cycle, University will describe any changes to application questions or scoring of applicants to Talent Select.
- IV. University will remove personally identifiable information from any submitted application data to Talent Select.

c. **Talent Select Services, Analysis and Reports to University.** During the Student Select program, Talent Select agrees to provide University with the following:

- I. Secure online system for University to upload raw application data to Talent Select and Talent Select's system will produce a timely automated response with AI analysis measuring the probability on a tiered scale of student acceptance and success for each completed application.
- II. Talent Select will add new University applicant cohort data to the University historical data model for more accurate future applicant analysis.
- III. Talent Select will assign a Client Success Manager ("CSM") to University and the team will be available during regular business hours by email, telephone, and virtual video conferencing to address University admissions data submission and analysis questions.

d. **Student Select Program Agreement and Representations.**

- I. University agrees to participate in program reviews with Talent Select which will cover, among other things, program feedback, University's experience, recommendations to improve the Student Select program.
- II. University agrees to allow Talent Select to share University's participation in the Student Select program and summary results as Talent Select deems necessary for business purposes, including boxplots without attribution.
- III. Both Talent Select and University shall retain rights to the summary results, including matching percentages, box plots and general findings.
- IV. University shall retain all rights to historical data submitted to Talent Select and, upon request, Talent Select will destroy said data.

3. **No Assignment.** Neither Party shall assign this Agreement nor any right of the Parties under this Agreement.

4. **Indemnities and Warranties**

- a. **Mutual Indemnity.** To the extent allowable by law, both parties shall indemnify, hold harmless, and defend the other party and their personnel from and against any and all Losses incurred by any of them in connection with, or which arise out of, or result from, this service.
- b. **Limitation of Liability.** In no event shall either party be liable to any other party for any special, indirect, incidental, or consequential damages of any kind, including but limited to, loss of profits

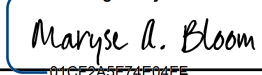
however caused. Whether or not such party has been advised of the possibility of such damage and notwithstanding the failure of essential purposes of any remedy.

- c. **Force Majeure.** No delay in delivery of services or failure to make delivery of services as specified herein or failure to perform any of the obligations by Talent Select, shall be deemed a breach of this Agreement nor create any liability if the same shall arise from any cause beyond the control of Talent Select, including but not limited to the following: (a) any requests for changes, delay in review or approval on the part of University beyond the scope of what can be reasonably expected in connection with the services to be provided; (b) acts or omissions of any governmental authority or agent thereof, or compliance with requests, rules, regulations or orders of any governmental authority, agent, officer or agency; (c) acts of God, fire, storm, flood, or accident; (d) acts of the public enemy, war, riot, strike or lockout; (e) transportation embargoes; or (f) failure or delay in sourcing employees due to employment market conditions.
 - d. **Fee Reimbursement Exception.** Prior to any admissions cycle, if University fails to notify Talent Select in writing of changes to any University admissions questions, scoring, factor weighting, or any other modifications to the decision process compared to previous year, University will not be eligible for any refund of fees paid.
5. **Proprietary Information.** Notwithstanding University's rights to share with other institutions the summary results, matching percentages, boxplots and general findings resulting from the Student Select program, University recognizes that Talent Select uses valuable proprietary information and to protect the legitimate interests of Talent Select, it is necessary for University to refrain from the unauthorized use or disclosure of the information, both during the term of this Agreement and after the Term of this Agreement expires.
6. **General**
- a. This Agreement contains the entire agreement between the Parties and supersedes and cancels any and all prior expectations, understandings, communications, representations, and agreements, whether written or oral.
 - b. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such covenant or agreement may be severed from this Agreement without affecting the remainder of this Agreement.
 - c. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
 - d. This Agreement may be executed in counterparts and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed executed on the date set out on the first page of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the Parties have hereto duly executed and delivered this Agreement.

Rutgers, The State University of New Jersey

By: 
DocuSigned by: 01CF2A5F74E04FE...
 Name: Maryse A. Bloom
 Title: Associate Director Univ Proc Svs
 Date: 7/28/2023 | 3:20:22 PM EDT

Talent Select, LLC

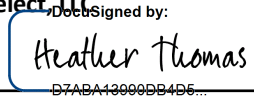
By: 
DocuSigned by: D7ABA13000DB4D5...
 Name: Heather Thomas
 Title: Chief Operations Officer
 Date: 7/31/2023 | 1:53:51 PM EDT

EXHIBIT A

University	Rutgers, The State University of New Jersey
Address	65 Bergen Street, Ste 120, Newark, NJ 07107-1709
Academic Program(s)	Physical Therapy (PT)

University Program Administrator

Name	Nancy Kirsch
Title	Vice Chair Rehabilitation and Movement Sciences
Telephone	973.972.2371
Email Address	kirschna@shp.rutgers.edu

Student Select – Fee Schedule

Talent Select AI Model Creation <i>Created using University's historical applicant and admissions data.</i>	Waived for Academic Program above
Talent Select AI Model Update <i>May apply when there are significant changes to applicant questions/scoring during an admissions cycle which impacts the original model.</i>	Waived for Academic Program above
Annual Cost <i>Flat fee, regardless of the number of applications submitted during the year for the academic program(s) identified on Exhibit A.</i>	\$1,750 invoiced annually
Term	Two (2) years

Invoicing Information

Email for Invoicing	accountspayable@finance.rutgers.edu
Accounts Payable Contact Name	Gary Kucsan
Accounts Payable Direct Phone	848-932-0087
Invoice Frequency	Net 45
Payment Method Preferred	<input type="checkbox"/> ACH Transfer <input type="checkbox"/> Check