

## Consortium Services Agreement

This Consortium Services Agreement ("CSA") is made as of the latest signature date of both parties ("Effective Date"), by and between the Northeast Regional Computing Program, 100 Western Boulevard, Suite 2, Glastonbury, CT 06033 ("NERCOMP"), and New Horizons Learning, LLC, 1 S. Market St., 4th Floor, Faneuil Hall, Boston, MA 02109 ("Service Provider") outlining the terms and conditions under which Service Provider will provide specified services to members of the NERCOMP Consortium ("Consortium Member(s)" or "Members").

### BACKGROUND

WHEREAS, NERCOMP is a professional consortium ("Consortium") of University and Collegiate Information Technology professionals in the Northeastern United States; and

WHEREAS, NERCOMP cultivates communities of practice around information and technology, promotes strategic partnerships, and advances innovation and leadership in educational institutions across the northeastern United States; and

WHEREAS, NERCOMP through its Vendor & Licensing Committee ("V&L") works with vendors to provide "value of scale" agreements for its Members; and

WHEREAS, Service Provider is engaged in providing the services ("Services") described and set forth in greater detail in the Price Sheet and Service Agreement (as defined below) attached hereto as Attachments A and B respectively; and

WHEREAS, Service Provider and NERCOMP wish to partner together to offer Members discounted access to the Services, as detailed in Attachments A and B, as modified by the NERCOMP Consortium Member - Service Provider Standard Addendum ("Addendum"), attached as Attachment C;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### I. SERVICE PROVIDER PRICING AND SERVICES

1. **Provision of Services.** Consortium Members may elect to procure Services directly from Service Provider via direct engagement with Service Provider.
2. **Pricing and Payment Terms.** The discounted pricing for Services ("Member Pricing") and payment terms are outlined in Service Provider's Ordering Portal at <https://portals.newhorizons.com/nercomp>. For avoidance of doubt, the following example demonstrates the terms of the discounted pricing provided by Service Provider: If a class retails at \$1000, the member can purchase for \$700 and Service Provider will pay NERCOMP 10% of the net selling price of \$700 or \$70. All chargebacks are tracked and reported monthly and NERCOMP invoices us for chargebacks in total, month by month. Any Member that wishes to take advantage of the Member Pricing shall do so by executing an order directly with Service Provider. Service Provider will invoice Members directly, and Consortium Members

will make payment to Service Provider directly.

**3. Service Provider Terms and Conditions.**

- a. NERCOMP shall be given the opportunity to review, for the benefit of the Members, any service agreements, terms and conditions, protocols, policies, or other Service Provider documents (collectively, the “Service Agreement”) that will govern the new Service Provider-Member relationship.
- b. The terms of any Service Agreements between Members and Service Providers provided under this CSA shall be negotiated between NERCOMP (on behalf of the Members) and the Service Provider. A final version of the Service Agreement is attached hereto as Attachment A.
- c. Service Provider agrees that the Service Agreement will be modified by the NERCOMP standard Service Addendum (“Addendum”) attached hereto as Attachment B, and that in the event of any conflict between the Service Agreement and the Addendum, the terms of the Addendum shall prevail. Any changes to the Addendum will be negotiated by Service Provider and NERCOMP.
- d. Members will execute their individual Service Agreements directly with Service Provider. Service Provider shall be responsible for maintaining complete files of all executed Service Agreements.
- e. For avoidance of doubt, any pre-existing service contracts between Service Provider and individual Members are outside the scope of this CSA. Notwithstanding the foregoing, the pre-existence of a services contract between Service Provider and an individual Member may affect what Services the Member is eligible for under this CSA.

**II. ADDITIONAL SERVICE PROVIDER SERVICES**

- 4. **Service Provider Communication and Partnership Promotion.** As a NERCOMP partner, Service Provider is entitled to a) an exclusive page on the [nercomp.org](http://nercomp.org) website; b) offer up to three NERCOMP membership webinars per year; c) send quarterly email communications to Members; and d) identification and marketing participation in connection with the NERCOMP annual conference. Service Provider and NERCOMP will coordinate regarding timing and substance of the Service Provider-related communications and promotion to Members.
- 5. **Service Provider Management Fee.** Each NERCOMP Service Provider partner is required to pay an annual fee of one thousand dollars (\$1000) during the three-year term of their Agreement with NERCOMP. Upon execution of this Agreement, Service Provider shall pay to NERCOMP the first annual \$1000 Service Provider management fee (minus \$500 from application).

6. **Service Provider Sales Reports.** Service Provider shall provide regular sales reports (“Reports”) to NERCOMP of Service Provider sales to Members. Such Reports shall include the following information for each Member: 1) the name of the institution, 2) the Services sold to that Member and 3) the amount/value of that purchase. Service Provider shall provide the Report to NERCOMP on the following quarterly basis: January 15th, April 15th, July 15<sup>th</sup>, and October 15th.
7. **Service Provider’s Dedicated Support.** Service Provider will identify a dedicated representative (“Dedicated Representative”) to support the NERCOMP staff in relation to this CSA. Service Provider will provide the name and contact information for its Dedicated Representative within ten (10) days of the execution of this Agreement. Service Provider will also provide an escalation path. An “Escalation Path” is defined as a written list of steps, including relevant names and contact information of individual(s) familiar with the partnership, to allow the NERCOMP Board and/or staff to escalate any issues or emergencies through the Service Provider’s organization to receive high priority attention with an immediate response. Any changes to the Dedicated Representative or the Escalation Path must be conveyed to the NERCOMP dedicated contact person ([ajones@nercomp.org](mailto:ajones@nercomp.org) unless indicated otherwise) within five (5) business days of such change.
8. **Member Non-compliance.** Service Provider will promptly notify NERCOMP of any non-compliance by any Member with any Service Agreements of which Service Provider becomes aware. NERCOMP shall be under no obligation for any Member’s non-compliance with its Service Agreement obligations. However, NERCOMP shall take reasonable steps to investigate and assist Service Provider in addressing Member non-compliance.
9. **NERCOMP Membership.** Service Provider agrees and understands that access to Service Agreements and discounted Member Prices are a benefit of a Member’s NERCOMP membership. Such benefits are contingent on an institution remaining an active NERCOMP Consortium Member for the full term of all its Service Agreements. Failure of a Member to timely renew its NERCOMP membership status during the term of one or more Service Agreements will result in the loss of the discount pricing available exclusively to NERCOMP Consortium Members for such Service Agreements. Service Provider shall cooperate and assist NERCOMP and Service Provider in enforcing these NERCOMP membership terms.

### III. ADDITIONAL TERMS AND CONDITIONS

10. **Accessibility.** Service Provider acknowledges and warrants that any Services, as well as any accompanying promotional, informational or other materials (“Materials”) provided to NERCOMP or Members in relation to the Services are and will be in compliance for the duration of the term of this MSA with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as well as the Americans with Disabilities Act of 1990, as amended. Service Provider agrees to promptly respond to, resolve and remediate any complaint from NERCOMP or Members regarding accessibility of its Services in a timely manner. NERCOMP reserves the right to request from Service Provider a timeline by which accessibility standards will be incorporated into any particular Services.

Service Provider shall provide such a timeline within a commercially reasonable duration of time.

11. **Limitation of Liability for NERCOMP.** Each Member is solely responsible for all of its own actions and interactions with Service Provider in connection with the Service Agreements. NERCOMP, its employees, and its board members will not be responsible in any manner whatsoever for the actions of any Member(s) at any point in time.
  12. **Warranties of Service Provider.** Service Provider warrants for the full term of this CSA that it has all necessary rights and permissions in and to any third-party intellectual property utilized in the provision of any Services (as those terms are defined in Attachment A). Service Provider warrants that any Services provided to Members in connection with this CSA shall be performed and consistent with the terms of the Service Provider Agreement Addendum as well as all applicable professional and industry standards and in compliance with all applicable laws. This CSA and Service Provider's provision of the Services as set forth in Attachments A and B will not breach any obligations of Service Provider to any other party.
  13. **Term and Termination.** The term of this CSA shall begin as of the Effective Date and shall continue for a period of three years unless sooner terminated for cause under this Term and Termination Section or extended by written agreement of the parties.
  14. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR FOR LOST PROFITS OF ANY KIND, REGARDLESS OF THE FORSEEABILITY THEREOF AND REGARDLESS OF THE CAUSE OF ACTION UNDER ANY LEGAL OR EQUITABLE THEORY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CSA, INCLUDING BUT NOT LIMITED TO ANY LOSSES RELATED TO ANY ACTIONS BY ANY CONSORTIUM MEMBERS.
- Indemnification.** The parties each agree to indemnify and hold the other harmless from all damages and liability, including reasonable attorneys' fees, incurred as a result of (a) the party's breach of its obligations under this CSA; (b) The party's negligence or willful acts or omissions; or (c) the violation of the other party's or any third-party's privacy rights, property rights, trade secrets, proprietary information, trademark, copyright, or patent rights and claims for libel and slander or unfair trade practices in connection with the performance of Services under this CSA. The obligation to indemnify shall survive the expiration or termination of this CSA by either party for any reason.
- 15.
  16. **Relationship of the Parties.** The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, fiduciary, joint venture, partnership, employment or other relationship between the parties with respect to the subject matter of this CSA.
  17. **Publicity.** Any publicity, including but not limited to press release(s), announcements, publications or any other media releases regarding or related to this CSA, as well as any use of the other party's name or trademark in any public manner, shall be mutually agreed upon

in writing by the Parties prior to release. Neither Party will make any attribution, representations or warranties about the other Party that the other Party has not first approved in writing.

18. **Waiver.** Any waiver by either party or a breach of any provision of this CSA must be in writing and shall not be deemed a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in this Agreement or by law by either party shall be construed as a waiver of such right or remedy.
19. **Conflict.** In the event of any conflict between this CSA (or any portion thereof) and any other agreement now existing or hereafter entered into between the parties, the terms of this CSA shall prevail.
20. **Severability.** If any term or provision of this CSA and/or any Attachments is held to be prohibited by or illegal, unenforceable or invalid under applicable law or court of competent jurisdiction, such term or provision will be ineffective only to the extent of such prohibition, illegality, unenforceability or invalidity, and the remaining provisions shall not be affected thereby.
21. **Assignment; Subcontracting.** This CSA may not be assigned by either party, nor transferred by operation of law, without the prior written consent of the other. Any assignment or transfer without such consent shall be void. Service Provider shall not engage any third party to perform any of its obligations under the CSA or Attachments without NERCOMP's prior written consent. Notwithstanding the foregoing, assignments by operation of law shall be permitted, including but not limited to transfers of ownership through merger, consolidation, or other corporate restructuring, where the successor-in-interest automatically assumes all rights and obligations under this agreement.
22. **Governing Law.** This CSA shall be governed by and interpreted in accordance with the law of the state of Connecticut (excluding conflict of laws rules).
23. **Notices.** Any notices under this CSA may be delivered in person, or sent by fax (with the original sent promptly by ordinary mail), by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, using the most recent contact information provided by the recipient (by means of notice complying with this paragraph), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.
24. **Force Majeure.** In the event that either Party is unable to perform any of its obligations under this CSA or any Attachments issued hereunder, or to enjoy any of its benefits because of a Force Majeure Event, the Party who has been so affected shall promptly give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this CSA or any Attachment issued hereunder shall be immediately suspended. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date identified within any Attachment for a period equal to the duration of such events and any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

25. **Entire Agreement; Amendment.** This CSA contains and constitutes the entire agreement between the parties hereto with respect to the transactions which are the subject of this CSA and supersedes and cancels all previous negotiations, agreements, commitments, and writings related to said transactions. It may be amended only by an agreement in writing, signed by each of the parties hereto.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Consortium Services Agreement to be executed by their duly authorized representatives.

**NERCOMP**  
Provider")

By: 

Name: JEFF BERLINER

Title: CHAIR

Date: 5/9/2025

**New Horizons Learning, LLC** ("Service

By: 

Name: Gregory S. Pierce

Title: VP Legal & General Counsel

Date: 5.9.25

ATTACHMENT A

SERVICE PROVIDER CONTRACT DOCUMENTS

(Service Agreement, Terms & Conditions, Protocols, Policies, Etc.)

ATTACHMENT B

NERCOMP STANDARD ADDENDUM



## **NERCOMP Consortium Member – Service Provider Standard Addendum**

This Addendum (“Addendum”) amends the services agreement (“Service Agreement”) between any individual not-for-profit educational institution and consortium member (“Consortium Member”) of the Northeast Regional Computing Program (“NERCOMP”), and \_\_\_\_\_ (including its affiliates and subsidiaries, “Service Provider”) (collectively “Parties”), under which Service Provider is providing certain specified services (“Services”) at a discounted price to Consortium Member (“Member Prices”). In the event of a conflict between the Service Agreement and/or any other agreements between the Parties, and this Addendum, the terms of this Addendum shall prevail. Any language in the Service Agreement restricting or eliminating the right of either party to modify its terms is hereby expressly overridden by the terms of this Addendum.

Service Provider represents and warrants to you the following:

1. Performance. For the full term of the Service Agreement, the Services shall be performed in compliance with all applicable professional and industry standards and in compliance with all applicable laws. Unless mutually agreed to in writing by the parties, the Services shall not materially diminish during the term of the Service Agreement.
2. Protection of Confidential Information. Service Provider agrees that it shall not disclose, provide or otherwise make available proprietary or confidential information disclosed to Service Provider by the Consortium Member (“Confidential Information”) to any person other than authorized employees, and those employees or agents of Service Provider whose use of or access to the Confidential Information is necessary in connection with the provision of the Services. Service Provider further agrees that it shall not use Confidential Information for any purpose other than what is necessary for the provision of the Services. Service Provider shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Service Provider who have access to the Confidential Information understand the commercially reasonable precautions in place and agree to abide by such precautions.
3. Confidential Data. Any data (“Data”) made available to Service Provider in the course of providing the Services to or on behalf of the Consortium Member shall be considered confidential unless the Consortium Member indicates otherwise in writing. Such Data may contain information associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the Consortium Member. Data related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such Data may be protected by the Health Insurance Portability and Accountability Act (“HIPAA”), Gramm-Leach Bliley Act (“GLBA”), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations, Massachusetts Security Breach statute (MGL c. 93H), and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time, and by the EU General Data Protection Regulation 2016/679 (“GDPR”).

- a. Data or Confidential Information to which Service Provider may become privy shall not be disclosed or shared with any third party except as permitted by the terms of this Addendum or to subcontractors whose services are necessary for Service Provider to provide the Services and only then to subcontractors who have agreed to maintain the confidentiality of the Data or Confidential Information to the same extent required of Service Provider under this Addendum.
  - b. Service Provider will not use any Data or Confidential Information to advertise or market to students or their parents. Service Provider will not change how Data is collected, used, or shared under the terms of the Service Agreement or this Addendum without providing advance notice to Consortium Member and NERCOMP, and obtaining direct consent from the Consortium Member.
  - c. Upon expiration or termination of the Addendum or Service Agreement, Service Provider shall return and/or destroy all Data or Confidential Information received from the Consortium Member in a manner as may be determined between the parties in accordance with agreed upon standards and procedures or in accordance with Service Provider's standard policies and procedures.
4. Security Controls. Service Provider shall: (i) ensure the confidentiality, integrity, and availability of all Data with respect to which it has direct or indirect access, possession, or control; (ii) protect all such Data against any loss, corruption, destruction, mis-transmission, unauthorized access and against all anticipated threats or hazards to the confidentiality, integrity, or availability of such Data; (iii) not store or transmit confidential Data via email or other electronic means except in encrypted form using data security best practices; and (iv) ensure the proper disposal of Data. Service Provider further warrants and represents the following:
- a. Service Provider currently has in place, and shall maintain, a comprehensive, written information security program that includes appropriate administrative, technical and physical safeguards designed to satisfy the requirements of this Addendum and the Agreement.
  - b. Service Provider shall employ system security measures, and all Services encompassed by the Agreement shall include security measures, that meet or exceed any and all requirements of applicable law. Service Provider shall keep all security controls maintained and current.
  - c. Service Provider shall promptly (no later than twenty-four (24) hours following discovery) notify Consortium Member of any suspected or known security breaches of any Confidential Information or Data or any portion thereof and shall take appropriate action to address any such suspected or known security breach. Service Provider shall promptly (no later than twenty-four (24) hours following discovery) and fully disclose to Consortium Member all information relating to any suspected or known breach resulting in or involving any unauthorized intrusion into any system maintained by Service Provider and containing

Confidential Information or Data, whether or not any such Confidential Information or Data was known to be taken or involved in the intrusion. Service Provider will reasonably assist Consortium Member in mitigating or remediating any potential damage. As soon as reasonably practicable after any such security breach, upon Consortium Member's request, Consortium Member and Service Provider will consult in good faith regarding the root cause analysis of the breach and any remediation efforts. At Consortium Member's request, Service Provider will make available to Consortium Member a description of its methods and procedures to safeguard and/or make secure Service Provider's affected systems.

- d. Service Provider will promptly notify Consortium Member within seventy-two (72) hours of learning of any data incident that creates a substantial risk of unauthorized acquisition or use of Data or Confidential Information or of other harm to any person whose personal Data is involved in the event, and reasonably cooperate with Consortium Member in the remediation of such event at Service Provider's expense.
  - e. In the event that any unauthorized access to or acquisition of Data or Confidential Information is caused by Service Provider's breach of its security and/or privacy obligations under this agreement, Service Provider shall be required to pay the reasonable and documented costs incurred by Consortium Member in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.
  - f. The Consortium Member shall have the right to request SOC2 reports and to perform their own security assessments, including vulnerability and/or penetration testing, in coordination with the Service Provider.
5. FERPA. Service Provider acknowledges that Consortium Member, as an educational institution, is subject to legal obligations with respect to the privacy of student information. Service Provider acknowledges that Consortium Member Data may include personally identifiable student education records ("Education Records"), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA"). To the extent that Confidential Information or Data includes Education Records, Service Provider acknowledges and agrees that (i) Service Provider shall be deemed to be a "University Official" under Consortium Member's Student Education Records Policy and must abide by the terms and conditions of this Policy and FERPA with respect to Service Provider's use and handling of Education Records; (ii)

Service Provider shall be under Consortium Member's direct control with respect to use, maintenance and handling of Education Records; and (iii) without limiting any other provision of this Addendum, Service Provider may not disclose the information to any third party without the prior written consent of the student as required by FERPA. Service Provider shall also take any action reasonably requested by Consortium Member to adhere to its obligations under FERPA or otherwise protect the privacy and confidentiality of Education Records.

6. Accessibility. Service Provider acknowledges and warrants that the Services provided during the term of this Addendum shall comply with all applicable Federal disability laws and regulations, including without limitation the accessibility requirements of Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as well as the Americans with Disabilities Act of 1990, as amended. Service Provider agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its Services in a timely manner. Consortium Member reserves the right to request from Service Provider a timeline by which accessibility standards for the Services will be met and Service Provider shall provide such a timeline within a commercially reasonable duration of time.
7. GDPR. Service Provider warrants that the provision of the Services shall comply with the requirements of EU General Data Protection Regulation 2016/679 ("GDPR"). Service Provider shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the relevant risks, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
8. HECVAT. NERCOMP has instated the Higher Education Community Vendor Assessment Toolkit ("HECVAT") to facilitate Consortium Member assessment of Vendor agreements. Vendor agrees that as a condition of its Services Agreement with Consortium Member it has completed the "HECVAT Full" questionnaire located at <https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit#tools>. Vendor agrees and understands that the completed questionnaire will be made available via login to Consortium Members by NERCOMP on the NERCOMP website.
9. Public Entities. This paragraph shall apply if Consortium Member is a public entity and Consortium Member's continued performance and obligation to pay under multi-year agreements, including the Service Agreement, is contingent upon annual appropriations by the Legislature of its state and/or the availability of designated funds through internal funding or grant programs, and an administrative decision by an accountable officer of Consortium Member to devote funds for such a purpose. For purposes of this paragraph, "non-appropriation" may include: i) a reduction of Consortium Member's general legislative appropriation of 5% or more in any fiscal year; or ii) a loss of an internal funding source or grant funding. In such an event, Consortium Member may give notice to Service Provider of the non-availability of such funds with the written decision of Consortium Member's accountable fiscal officer and Consortium Member may terminate the Service Agreement on any anniversary by providing sixty (60) days written notice before the

anniversary date of the Effective Date.

10. Cessation of Consortium Member. If Consortium Member is dissolved or ceases to exist as a separate legal entity during the term of the Service Agreement, its contractual obligations under the Service Agreement and this Addendum shall automatically cease.
11. Nonprofit vs For-profit status. If a Consortium Member changes from nonprofit to for-profit status during the term of the Service Agreement, any discount pricing made available as a NERCOMP member may be voided at the discretion of the Service Provider or cease when the Service Agreement is due for renewal.
12. NERCOMP Membership. Any Service Agreement accessed or entered into as a benefit of a Consortium Member's NERCOMP membership is contingent on that institution remaining an active NERCOMP member for the full term of such Agreement. Failure of a Consortium Member to timely renew its NERCOMP membership status during the term of the Service Agreement shall result in loss of the discount pricing available exclusively to NERCOMP Consortium members.
13. Indemnity. Service Provider shall indemnify and hold Consortium Member, and its trustees, employees, and agents, harmless from any claims, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any failure by Service Provider to comply with Applicable Laws.
14. Compliance with Laws. Service Provider shall at all times be in compliance with all applicable international, federal, state, and local laws, rules, practices, regulations, standards, and orders that relate to the provision of the Services (collectively, "Applicable Laws"). If any audit or report results in a conclusion that Service Provider is not in compliance with any law, audit or regulatory requirement, then Service Provider will promptly correct the noncompliance.
15. Waiver. Any waiver by either party or a breach of any provision of this Service Agreement must be in writing and shall not be deemed a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in this Service Agreement or by law by either party shall be construed as a waiver of such right or remedy.
16. General. This Addendum shall be effective as of the effective date of the Service Agreement and shall remain effective so long as the Service Agreement remains in effect, including during any extensions or renewals of the Service Agreement. NERCOMP, Consortium Member, or its agents shall have the right, upon reasonable prior notice, to review Service Provider's compliance with this Addendum. Nothing in this Addendum shall limit any of the Consortium Member's rights or remedies under the Service Agreement or at law. The terms and conditions of this Addendum shall supersede any conflicting or inconsistent terms and provisions in the Service Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limiting the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Addendum. If any term or provision of this

Addendum is held to be prohibited by or illegal, unenforceable or invalid under applicable law or court of competent jurisdiction, such term or provision will be ineffective only to the extent of such prohibition, illegality, unenforceability or invalidity, and the remaining provisions shall not be affected thereby.