

PCI not the big company

Publishing Concepts LP ("PCI") Alumni Publication Project Agreement

Agreement for PCI to Publish an Alumni Directory for Foundation for Lincoln Public Schools Located in Lincoln, NE 2026 Edition 2/12/2025

Partnership offer is good until 2/14/2025 at 11:59pm CT

Program Specifications

Client Database

Client provides a record layout and 1 database of all alumni records (age 18 and above). Based upon the Project schedule, Client may submit 1 merge of additional records at no charge. Additional merges may be accepted at Company's discretion and will be subject to a charge.

Records Included in Project

Approximately 150,000 [CLIENT INSERT POSTAL MAILABLE #] alumni with valid postal addresses ("Mailable") and approximately [CLIENT INSERT EMAIL ADDRESS #] with valid email addresses. (Please review Terms and Conditions 7. Mailable Records Requirement.) Company will perform analysis on Client's database and create a marketing approach to optimize response to the Project.

Information Gathering

Company utilizes omni channel marketing for alumni to update their information and request alumni participation. Telephone calls to alumni will include an introduction stating that Company is calling on behalf of Client in connection with the Project.

Book Publication

Company proofreads and standardizes updated data in preparation for publication; composes, prints, binds and distributes Books; provides Client with 25 complimentary copies. Company reserves the right to edit as deemed necessary. As the publisher, Company reserves the editorial right to select which, if any, content submitted by each individual participating in the Program will be included in the publication. At all times when making these editorial choices, Company will maintain the goal of producing a high quality publication. It is anticipated that the Book Specifications detailed below will be accommodated within a single volume edition. In the unlikely event that the content to be included in the publication exceeds Company's maximum binding size or if Client requests format changes that will increase page count, Company will propose a solution to Client that is still able to be accommodated within a single volume edition.

Data Return

Company will return updated data to Client in a format and timeframe that is mutually agreeable.

Book Specifications

Book Editions – No Cost to Client

Book will be sized (6x9) with a 16 page color with a full color Hardbound cover.

Editorial Section - No Cost to Client

The client has the option of designing the cover and introduction pages described in the Editions section above or have PCI create these portions. The decision of whether the print ready artwork is client provided or PCI created must be made prior to the launch of the project. Press ready client provided artwork must be furnished by marketing completion. Text, photographs, and logos for PCI designed cover and intro must be furnished within the first 30 days of marketing. One round of proofing to allow for minor changes will be provided free of charge.

Photo Section – No Cost to Client

Alumni may submit one photo for inclusion in the publication. The photo section will be printed in color.



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Biographical Section – No Cost to Client

Alumni (Mailable) listed alphabetically with the following information, as available:

- Title, Name, Suffix, former name (cross-reference married females);
- All degrees from client with class years (note no degree information for Independent School Clients);
- Home address, preferred email, preferred phone number
- Company name and job title for respondents (or for members if there is a paid alumni membership program)
- If Alumni Association Membership is available, symbols will be used to designate those who are Life Members and those who are Annual Members.

Class Year Section – No Cost to Client

Alumni (Mailable) by College including all degrees from Client showing home state abbreviation. Married alumni will be listed by former name with married name in parenthesis. Deceased alumni can be listed in this Section.

Geographical Section – No Cost to Client

Alumni (Mailable) listed alphabetically under state headings, and city subheadings, or under country headings (if outside the United States).

Career Networking Section:

Alphabetically by occupation code with two-character state abbreviation.

Digital Edition – No Cost to Client

Company shall develop, produce and offer an electronic Digital (PC/Mac compatible) version of the Project, and shall provide to Client 25 complimentary copies of the Digital Version. At Company's discretion, an alternate Digital product (contents as determined by Company) may be produced as an additional offering at a lower product purchase price. Examples of such Alternate Digital product may include, but are not limited to offering a pictorial or a geographical region Digital Version.

Project Features

Apparel with Client Logo – No Cost

Discounted Publication packages will be offered to constituents including apparel with Client-selected logo. Client provides a Logo in Vector format (up to two colors), a second single-color Logo or Wordmark, and a Style Guide, if available, within 60 days of the date of the agreement on page 1.

Additional Optional Features

Additional Editorial Pages

Additional pages in Editorial Section. Price upon request.

February Partnership Bonus

If the Client signs this agreement by 2/14/2025, then the Company will provide the Client a one-time partnership bonus of \$1000, payable within 90 days of publication distribution.

Agreement Acceptance

The authorized signatories below, on behalf of their respective organizations, agree to the terms outlined by these Project Specifications, accept the Terms and Conditions attached hereto but is effective for all purposes as of the date upon which it is executed by PCI at its office in Dallas, TX. If not signed by Client on or before thirty days of the date of the Agreement on page 1 this offer and its terms will expire. This deadline may, however, be extended upon the mutual consent of the parties.

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The signature on this Agreement of any authorized party that is faxed or scanned and emailed to the other party shall be deemed an original signature for the purpose of enforcement of this Agreement, provided that all pages and counterparts are included with the transmittal of this Agreement.

Foundation for Lincoln Public Schools

Date: 2/12/2025

Signed by:
John P. Neal
07E3D70F95064D5

By: John P. Neal

Title: President

PCI

Date: 2/18/2025

DocuSigned by:
Rex Petrasko
E71DCC225C9340E

By: Andrew O. Clancy

Title: President



Publishing Concepts LP ("PCI") Alumni Publication Project Agreement

Terms and Conditions

1. **DESCRIPTION OF PROGRAM.** This Agreement is entered into as of the date executed by PCI ("Company") and the institution or organization identified on the Project Specifications ("Client"), which is authorized to contract for the Project (hereinafter referred to as "Project" or "Book"). Client, having a pre-existing or current relationship with the alumni, authorizes Company to act on its behalf in contacting the alumni for the purposes defined herein. Client represents that it has the proper authorizations and permissions to allow Company to contact the Client's alumni.
2. **COMPANY'S OBLIGATIONS.** Company will (i.) fulfill its obligations as set forth on the Project Specifications and these Terms and Conditions; (ii.) provide Client with camera-ready artwork and copy for publicizing the Project; (iii.) handle all sales, order processing, billing and collections; (iv.) use reasonable commercial efforts to complete the publication in a timely manner; and (v) be responsible for all expenses incurred in the performance of the Project, except for those outlined under "Client's Obligations" below.
3. **CLIENT'S OBLIGATIONS.** Client will (a) identify a Project liaison responsible for coordinating the Project with Company in accordance with a mutually agreed upon publication schedule; (b) provide 1 database to Company ("Project Database") representing the entire alumni (age 18 and above) population (including: record layout, one (1) record per individual, living alumni with mailable addresses and telephone numbers ("Mailable"), "lost" or unmailable alumni with last known address and telephone number ("Address Unknown"), alumni verified by Client as deceased ("Deceased")—if applicable, and other data outlined on the Project Specifications; (c) make cover choices and provide Editorial Section materials, as outlined on the Project Specifications; (d) provide current and timely updates to Client-specific do-not-call list; (e) review and approve any materials provided or made available to Client for use as part of this Program; (f) publicize the Project and encourage alumni to purchase the Book with news articles, 2 of which will appear prior to the telephone phase; (g) provide Client's logo to serve as artwork on mailings and Book and provide signature of appropriate official to enhance postal and/or online mailing campaign materials; (h) copyright the Book in Client's name (Company will provide a Web site link to the necessary forms); (i) be responsible for expenses Client incurs in fulfilling these obligations; (j) refrain from reselling complimentary or purchased copies of Book; and (k) pay Company within 30 days of receipt of invoice (subject to late payment fee of 1 ½% per month) for any additional services or optional features which Client elects to include in the Project or in the Book. Client grants to PCI all rights necessary in and to Client's intellectual property, including any of its copyright, trademark and/or trade dress rights to enable PCI to perform its obligations under this Agreement. To the extent applicable, Client agrees to pay all royalties associated with the branded products that may become due to a third party in connection with the use or sale of the branded products by PCI.
4. **CLIENT REPRESENTATIONS AND WARRANTIES.** Client represents and warrants that it (a) is the owner or licensee of the necessary copyright, trademark and/or trade dress rights to permit PCI to perform its obligations under this Agreement; (b) has obtained any and all necessary permissions or authorizations necessary for PCI and its third-party providers to perform their obligations under this Agreement; (c) owns, or has licenses or written permission to allow PCI to reproduce all materials (including, but not limited to text, photographs, and artwork) provided to Company and (d) agrees to comply with all applicable laws and regulations (including, but not limited to, any applicable privacy laws such as the California Consumer Privacy Act (CCPA) or the European Union's General Data Protection Regulation (GDPR)). In the event that Client provides any data to PCI to which the GDPR applies, Client further agrees to the terms and conditions of PCI's Data Processing Addendum found at: (<https://www.publishingconcepts.com/gdpr-policy-2020>).
5. **UNVERIFIED DATA USAGE.** The data updates that Company makes available to Client will include an information source designation. Any updates applied by Company's third-party providers which were not independently verified by Company during the course of the Project (i.e., the individual did not respond via questionnaire or by telephone) will be labeled as "unverified." Client agrees that unverified updates will be used solely for Client's internal purposes.
6. **TERM.** The term of this Agreement will commence on the date it is executed by Company and conclude after all services described herein have been completed by Company and any monetary consideration due to Company or Client in accordance with this Agreement has been settled in full.
7. **MAILABLE RECORDS REQUIREMENT.** Company has entered into this Agreement with the expectation that Client will provide an estimated quantity of Mailable records as specified on the Project Specifications. Company reserves the right, at its sole option, to renegotiate the terms of this Agreement via written notice to Client should the actual quantity of Mailable records provided by Client vary by more than 5% from the estimated number.
8. **REIMBURSEMENT TO COMPANY.** In consideration of services to be performed by Company under this Agreement, and Company's willingness to undertake financial risks associated with performing certain services without advance payment, Company will receive and retain for its own use, all funds derived from orders.
9. **CONFIDENTIALITY.** During the term of this Agreement, one party ("Receiving Party") may have access to "Confidential Information" of the other party ("Disclosing Party"). Confidential Information means all proprietary information disclosed by the Disclosing Party to the Receiving Party, whether before or after the effective date of this Agreement, that the Receiving Party should reasonably understand to be confidential (including but not limited to alumni data, scripts, and pricing information). Confidential Information does not include any information that is developed by the Receiving Party on its own, without the use of or reference to the Disclosing Party's Confidential Information or that becomes available to the Receiving Party other than through violation of this



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Agreement or applicable law. The Receiving Party agrees to: (a) not disclose the Disclosing Party's Confidential Information to any third parties other than to the Receiving Party's directors, officers, employees, advisors, third-party providers, or consultants (collectively, the "Representatives") on a strict "need to know" basis only and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained in this Agreement; (b) not use or reproduce any of the Disclosing Party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the Disclosing Party's Confidential Information confidential using at least the same degree of care it uses to protect its own Confidential Information, which in any event will not be less than a reasonable degree of care. If Receiving Party is required by legal process or any applicable law, rule or regulation, to disclose any of Disclosing Party's Confidential Information, then prior to such disclosure, Receiving Party will give prompt written notice, if legally permitted, to Disclosing Party so that Disclosing Party may seek a protective order or other appropriate relief, at Disclosing Party's cost. The confidentiality obligations under this Agreement will survive until such time as all Confidential Information of the Disclosing Party becomes publicly known and generally made available through no action or inaction of the Receiving Party. Further, to ensure the confidentiality of Client's alumni data, Company will (i) honor requests from alumni to be excluded from the Project, provided such requests are received by Company before the composition phase of the Project has commenced (for clarity, Company should be able to delete alumni data from online sources and the database, but not from the Book once the Book is submitted for publication); (ii) distribute a Book to only those alumni who have placed an order and paid for the Book; (iii) at Client's request, assist Client in enforcement of the copyright of the Book by placing decoy listings in all sections; and (iv) maintain and provide Client with any updates to the "Do Not Call" list. The parties agree that the terms of this Agreement will remain confidential and will not be divulged to any third party. Notwithstanding the foregoing, Company will be entitled to utilize Client's name and the cover and/or sample pages of the Editorial Section of the Book for Company's promotional purposes (e.g., conference display, marketing brochures, or client lists), and to show the Book to prospective clients.

10. **LIMITED LIABILITY.** Company will not be liable to Client for any delay in the publication or for any liability, loss or expense incurred by Client as a result of any delay, act or neglect of Client or any other condition beyond the reasonable control of Company, including but not limited to acts or neglect of Company's subcontractors, fire, flood, or other unavoidable casualties, pandemics or disease, unusual delays in transportation, unanticipated shortages in materials, boycotts, embargoes, labor shortages, or strikes, acts of God, acts of the public enemy or acts of governmental authority. Client expressly acknowledges and agrees that Company will have no liability for damages arising out of or resulting from (a) the alteration, destruction, deletion, modification, theft, interception, or misuse by authorized or unauthorized users of data incorporated into Digital Publications or World Wide Web alumni publications, and (2) the Book, scripts, postcards, news articles, publicity materials, or any materials that Client has an opportunity to review and approve. In no event will a party's cumulative, total aggregate liability to the other party arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable proceeding, exceed a value equal to \$1,000.00 per 1,000 alumni or alumni on record, subject to a maximum amount of \$25,000.00.
11. **DISCLAIMER OF WARRANTIES.** Company makes no warranty or representation regarding the accessibility of computerized data incorporated into Digital Publications, whether or not such publications are encrypted, protected by password, or otherwise secured. Company does not guarantee that the Project will be performed error-free or that Company will correct all errors. Client acknowledges that Company does not control the transfer of data over communications facilities, including the Internet, and that the Digital Publications and Project may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Company is not responsible for any delays, delivery failures or other damage resulting from such problems. Except as specifically provided in this Agreement and to the extent not prohibited by law, Company disclaims any and all warranties, including but not limited to the warranties of merchantability, fitness for any particular purpose, and non-infringement.
12. **NO SPECIAL DAMAGES.** Except for claims or actions under Section 13, in no event will a party be liable for any of the following types of losses: loss of profits or revenue, loss of business or goodwill, or business interruption, or any punitive or any other type of indirect, special, incidental or consequential damages arising out of this Agreement, or the performance or breach thereof. This limitation of liability will apply regardless of the theory of liability on which such loss is based, such as in contract, tort, or any other theory, and the limitation will apply whether a party has been advised of the possibility of such loss.
13. **INDEMNIFICATION**
 - 13.1 **INDEMNIFICATION BY CLIENT.** Client shall defend, indemnify and hold Company, its employees, officers, directors, and agents harmless from and against any and all claims or actions (a) by a third party related to or arising out of any materials Client provides to Company (including but not limited to any claims of infringement or misappropriation); or (b) related to or arising out of any breach or alleged breach of any Client representations, warranties, or obligations under this Agreement; or (c) arising out of or related to any breach of confidentiality. Client will have no indemnity obligation to Company if a claim or other action results from or is based on changes or alterations to the materials where such changes were made by Company without approval in writing from Client.
 - 13.2 **INDEMNIFICATION BY COMPANY.** Company shall defend, indemnify and hold Client, its employees, officers, directors, and agents harmless from and against any and all claims or actions (a) by a third party related to or arising out of any materials solely originated by Company (including but not limited to any claims of infringement or misappropriation); or (b) related to or arising out of any breach or alleged breach of any Company representations, warranties, or obligations under this Agreement; or (c) arising out of or related to any breach of confidentiality. Notwithstanding the foregoing, Company will have no indemnity obligation to Client if

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a claim or other action results from or is based on (a) changes or alterations to the materials where such changes were made at the request of or approved in writing by Client, or (b) the Book, scripts, postcards, news articles, publicity materials, or any materials that Client has an opportunity to review and approve.

13.3 PROCEDURE. Upon receiving notice of any claim for indemnification set forth in this Section 13, the party entitled to indemnification (the "Indemnified Party") will promptly notify the other party (the "Indemnifying Party"). The Indemnifying Party, at its sole expense, will assume control of the defense of any such claim; however, the Indemnified Party may, at its sole cost and expense, participate in the defense. The parties will cooperate with each other in the response to or defense of any and all third-party claims. The Indemnifying Party will not settle any claim without the Indemnified Party's prior written consent, where such consent will not be unreasonably withheld, conditioned or delayed.

14. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party and any purported assignment without such prior written consent shall be null and void; provided, however, that no consent will be required for assignment by either party, upon written notice to the other, to an affiliated corporation or other entity under common control with such party; or to a party acquiring all or substantially all of such party's assets as part of any sale or transfer of such assets, provided that such entity expressly assumes all of the assigning party's obligations under this Agreement.
15. TAXES. All rates and other charges provided for in or in connection with this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes will be billed to Client, if required to be collected and remitted by Company. Notification should be provided to Company if Client is exempt from state sales tax.
16. GOVERNING LAW AND VENUE. This Agreement is governed by the laws of the State of Texas, irrespective of the forum in which the Agreement or any part of it may come up for construction, interpretation or enforcement. The parties agree to bring any claims or disputes related to this Agreement in the federal or state courts with proper jurisdiction located in Dallas County and in the city of Dallas, Texas. The parties further agree not to dispute this choice of venue.
17. RELATIONSHIP OF THE PARTIES. The parties are independent contractors and nothing contained in this Agreement will be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
18. SEVERABILITY. In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).
19. NOTICES. All notices pursuant to this Agreement must be made in writing and sent via first class mail, facsimile or electronic mail to the individuals named on the Project Specifications. Notices will be effective when received if sent by facsimile or email (if a written confirmation is received by the party sending the notice) or three days after mailing if sent by first class mail.
20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement and may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.