

## ORDER DETAILS

ACT EIS Class of:

- |  |         |          |
|--|---------|----------|
| <input type="checkbox"/> 2018 with yield: ACT-tested students from the class of 2018 | \$3,900 | \$ _____ |
| <input type="checkbox"/> Consecutive year discount                                   | - \$550 | \$ _____ |
| <input type="checkbox"/> 2019: ACT-tested students from the class of 2019            | \$1,200 | \$ _____ |

## ALSO AVAILABLE

ACT EIS Class of:

- |   |          |          |
|---|----------|----------|
| <input type="checkbox"/> 2017: ACT-tested students from the class of 2017   | \$3,900  | \$ _____ |
| <input type="checkbox"/> Consecutive year discount  | - \$550  | \$ _____ |
| <input type="checkbox"/> Retention data<br><small>Available in February 2019</small>  | \$515    | \$ _____ |
| <b>Subtotal</b>   |          | \$ _____ |
| <input type="checkbox"/> ACT values its state partnerships. Institutions in these states qualify for a 20% discount:<br>Alabama, Alaska, Arkansas, Florida, Hawaii, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, Tennessee, Utah, West Virginia, Wisconsin, Wyoming. | Less 20% | \$ _____ |
| <b>TOTAL</b>  |          | \$ _____ |

**Note:** Customers will be charged applicable state and local sales taxes where required. A list of states where ACT is registered to collect and remit sales tax can be found at [www.act.org/orderinfo](http://www.act.org/orderinfo). If required, calculate appropriate sales tax based on your shipping address and add to the order total. If you are exempt from sales tax, appropriate documentation must be received by ACT before tax-exempt status will be granted.

## INSTITUTION INFORMATION

Contact Information for File Recipient

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Name

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Title

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Institution College Code

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Street Address

---

City State ZIP

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Telephone

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Email

Billing Information

Same as Contact Information

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Name/Department

---

Institution

---

Address

---

City State ZIP

---

Telephone

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Purchase Order Number, if applicable

Signed—By signing this order form, the Customer’s authorized representative hereby indicates the Customer’s agreement to the ACT Enrollment Information Service (EIS) Terms and Conditions provided on the second page of this form. Date

## SUBMITTING YOUR ORDER

- You may email your signed order form to ACT.
- ACT will send an invoice to the Billing Address provided.
- If your institution requires a purchase order, please enter the Purchase Order number in the Billing Information section.

Email: [ems@act.org](mailto:ems@act.org)

Phone: 319.337.1350

## ACCESSING YOUR ACT EIS DATA

ACT uses SharePoint to securely transfer data for this product. Please follow the steps below.

1. An email will be sent to you from [no-reply@sharepointonline.com](mailto:no-reply@sharepointonline.com) when your EIS data is available.
2. If you do not have a Microsoft account, you will need to establish one using your institution-affiliated email address (same as provided on this order form).
3. Follow the instructions for downloading and installing ACT EIS located in the file named “Installation Instructions.”

## EIS Terms and Conditions

1. Definitions. As used in this Agreement, the following terms shall mean:
  - i. "ACT" means ACT, Inc.
  - ii. "Terms" means these EIS Terms and Conditions.
  - iii. "Agreement" means the Order Form, these Terms, and any exhibits thereto.
  - iv. "Customer" means the party named in the attached Order Form.
  - v. "Data File" means the data file described in the attached Order Form.
  - vi. "Order Form" means the order form attached hereto.
2. Confidentiality of Data File. Subject to these Terms, ACT agrees to disclose the Data File to Customer for its internal and reporting purposes, as well as to populate any Customer-owned database, compliant with state and federal law (the "Authorized Purpose"). The Data File is confidential information. Customer agrees to:  
(A) USE THE DATA FILE ONLY FOR THE AUTHORIZED PURPOSE, (B) EXCEPT AS PERMITTED IN THIS PARAGRAPH, NOT DISCLOSE THE DATA FILE TO ANY OTHER PERSON OR ENTITY, (C) MAINTAIN APPROPRIATE ADMINISTRATIVE, PHYSICAL, AND TECHNICAL SECURITY PROCEDURES AND SAFEGUARDS TO PROTECT THE DATA FILE, (D) PROTECT THE DATA FILE USING THE SAME STANDARD OF CARE IT USES TO PROTECT ITS OWN CONFIDENTIAL INFORMATION, BUT NOT LESS THAN A REASONABLE DEGREE OF CARE, AND (E) ENSURE THAT THE DATA FILE IS STORED, USED, AND DESTROYED IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, AND RULES. IF APPLICABLE, CUSTOMER MAY SHARE THE DATA FILE WITH DISTRICTS AND SCHOOLS UNDER ITS JURISDICTION, SUBJECT TO APPLICABLE LAW.
3. ACT Responsibilities. ACT will provide the Data File as set forth in the Order Form.
4. Compensation. Customer will pay ACT the compensation set forth in the Order Form. Payment is due 30 days from the date of invoice.
5. Representations and Warranties of Customer. Customer represents and warrants that it will comply with all applicable laws, regulations and rules in the use, storage, disclosure, and handling of the Data File. Customer represents and warrants that (a) it has the requisite authority to enter into this Agreement and obtain the Data File requested through the Order Form; and (b) the individual(s) signing the Order Form on behalf of Customer is authorized to bind Customer to this Agreement.
6. Warranty Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, ACT PROVIDES THE DATA "AS IS." ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.
7. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, (A) ACT'S LIABILITY FOR CLAIMS, LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT THE CUSTOMER HAS PAID ACT UNDER THIS AGREEMENT, AND (B) IN NO EVENT SHALL ACT BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.
8. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party. Upon expiration or termination of this Agreement, the provisions of Paragraphs 2, 4, 5, 6, 7, 9, and 10 shall survive.
9. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
10. Assignment. Neither party may assign nor transfer its obligations or interest in this Agreement without the express written agreement of the other party. Subject to the above restrictions on assignment and transfer, this Agreement shall be binding upon the successors and assigns of the parties hereto.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the transaction. ACT expressly objects to and rejects any different or additional terms included in the Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties.
12. Notices. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO. All notices shall be sent to Customer at the address set forth in the Order Form.