

CONTRACT MODIFICATION NO. 03
BETWEEN THE UNIVERSITY of MARY WASHINGTON and CAPTURE LLC
January 28, 2026

In accordance with the terms and conditions of the original Virginia Commonwealth University Contract, C0001052, (UMW Contract# COOP 23-1459) "Changes to the Contract," the following modifications have been mutually agreed upon, and will take effect on February 1, 2026.

Relative to the general scope of the above referenced contract, the University of Mary Washington hereby modifies the contract as follows:

1. Description of Modifications:

- The Contract renewal terms are hereby amended to 2/1/2026 - 6/30/2028
- University of Mary Washington hereby cancels Exhibit A (Capture LLC Order Form) from Modification NO. 02.
- University of Mary Washington hereby replaces Modification NO. 02 Exhibit A (Capture LLC Order Form) with Modification NO. 03 Exhibit A (Capture LLC Order Form) to revise pricing.

2. Pricing and Payment Schedule: See Modification NO. 03 Exhibit A (Capture LLC Order Form) with revised pricing incorporated herein.

All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR
Capture LLC

Signature: 

Name (Printed): jim lintner

Title: cfo

Email: jlintner@capturehighered.com

Phone: 5022426941

Date: 01/28/26

AGENCY

University of Mary Washington

Signature: Melva A. H. Kishpaugh
Digitally signed by Melva A. H. Kishpaugh
Date: 2026.01.29
09:11:15 -05'00'

Name (Printed): Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: January 29, 2026



Renewal Order Form

CUSTOMER: *University of Mary Washington*

RENEWAL TERM: February 1, 2026 – June 30, 2028

Renewal Addendum

This Renewal Order Form ("Order Form" or "OF") is made as of January 26, 2026, by and between Capture LLC ("Company") and University of Mary Washington ("Customer"). This Order Form amends the Master License and Services Agreement ("Agreement") previously entered into by the parties on December 17, 2022.

1. Renewal Term

Pursuant to Section 7.1 of the Agreement, the parties agree to renew the Agreement for in accordance with the terms outlined in the sections below.

2. Confirmation of Terms

All other terms and conditions of the original Agreement, including any prior amendments and exhibits, remain unchanged and in full force and effect.

	Term 1 (\$)	Term 2 (\$)	Total Term Fees (\$)	Term 3 Opt-In (\$)
Behavioral Intelligence Platform: Engage, Apply, Aid, Enroll	\$69,615	\$71,703	\$141,318	\$73,855
Behavioral Intelligence Platform - Transfer - Engage	\$0	\$20,000	\$20,000	\$20,600
Search Consulting	\$14,566	\$15,003	\$29,568	\$15,453
Email Marketing - Senior Behavioral Email Series and AdHoc Email	\$49,662	\$51,152	\$100,813	\$52,686
Email Marketing - Junior Behavioral Email Series and AdHoc Email	\$24,058	\$24,779	\$48,837	\$25,523
Digital Advertising - Senior Enrollment Generation	\$102,335	\$105,405	\$207,739	\$108,567
Digital Advertising - Junior Inquiry Generation	\$42,647	\$43,927	\$86,574	\$45,244
Landing Page - Conversion Landing Page	\$1,071	\$1,103	\$2,174	\$1,136
Annual Fees:	\$303,953	\$333,071	\$637,024	\$343,064

1. Notes and Additional Terms

Permitted Users	Unlimited Users defined by institution and traditionally members of enrollment or marketing staff.																		
Contract Term	Year 1: 02/01/26 – 6/30/27 Year 2: 07/01/27 – 06/30/28 Year 3 (opt-in)*: 07/01/28 – 06/30/29 *Opt-in written notice required by 3/1/2028.																		
Payment Terms	Customer shall pay to Company the Total Fees for this OF as follows:																		
	<table><tr><th>Due Date</th><th>Amount</th></tr><tr><td>7/15/26</td><td>\$151,977</td></tr><tr><td>12/15/26</td><td>\$151,976</td></tr><tr><td>7/15/27</td><td>\$166,536</td></tr><tr><td>12/15/27</td><td>\$166,535</td></tr><tr><td>TOTAL Fees:</td><td>\$637,024</td></tr><tr><td>7/15/28 (opt-in)</td><td>\$171,532</td></tr><tr><td>12/15/28 (opt-in)</td><td>\$171,532</td></tr><tr><td>TOTAL Fees:</td><td>\$343,064</td></tr></table>	Due Date	Amount	7/15/26	\$151,977	12/15/26	\$151,976	7/15/27	\$166,536	12/15/27	\$166,535	TOTAL Fees:	\$637,024	7/15/28 (opt-in)	\$171,532	12/15/28 (opt-in)	\$171,532	TOTAL Fees:	\$343,064
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	12/15/28 (opt-in)	\$171,532																	
TOTAL Fees:	\$343,064																		
1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.																			
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.																			
3. Opt-in written notice for Term 3 required by 3/1/2028.																			

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form to be executed by their duly authorized officers as of the day and year below.

CAPTURE, LLC

Signature

Jim Lintner

Printed Name

Chief Financial Officer

Title

cfo

Date

jlintner@capturehighered.com

Email Address

Jim Lintner, CFO

Company's Primary Contact

CUSTOMER

Signature

Melva A.H. Kishpaugh

Printed Name

Director, Procurement Services

Title

January 29, 2026

Date

mkishpau@umw.edu

Email Address

Melissa Yakabouski, MYak@umw.edu

Customer's Primary Contact

Exhibit B
Initial Statement of Work (SOW)

This Exhibit B to the Master License and Services Agreement entered into by “Capture” and “Customer” as of the “Effective Date” sets forth more specifically obligations of the parties. All capitalized terms used but not defined in this Exhibit shall have the meanings set forth in that Master License and Services Agreement.

1) BEHAVIORAL INTELLIGENCE PLATFORM

a) Include platform access for 2 populations: First-Year, Transfer

- b) Capture grants access to Customer access to the following components of the Behavioral Intelligence Platform: **ENGAGE, APPLY, and ENROLL**
- c) Customer will provide login credentials to those individuals it wishes to have access to the Behavioral Intelligence Platform and will have sole responsibility for all interactions between the Behavioral Intelligence Platform and individuals accessing the platform.

d) ENGAGE

- i) Capture grants to Customer a non-transferrable, non-exclusive, non-sublicensable license, to incorporate code provided by Capture which gathers and sends Capture information on website visitors (the “ENGAGE Tracking Code”) into pages of Customer’s website accessible at (the “Customer .edu Site”) for included populations.
- ii) Capture will provide Customer access to Student Data by providing:
 - (1) selected analytics regarding visits to the Customer .edu Site as exportable files; and
 - (2) Customer with login information which can be used to access the Behavioral Intelligence Platform to track user visit history to the Customer .edu Site as reflected in the data gathered using the ENGAGE Tracking Code. The Behavioral Intelligence Platform will provide information including visits, pages visited, and time spent on pages into which the Engage Tracking Code has been incorporated, and will also allow either Customer or Capture to modify which pages of the Customer .edu Site are tracked or how those pages are tagged.
- iii) Capture will provide unlimited form tracking, unlimited site tracking and an unlimited number of pages tracking.
- iv) Capture will facilitate use of the Engage Tracking Code into the Customer .edu Site by:
 - (1) suggesting pages in the Customer .edu Site into which the Engage Tracking Code could be incorporated, including subdomains and related Customer-hosted domains such as athletics, CRM-created application domains, etc.;
 - (2) if requested by Customer, tagging specific pages into which the ENGAGE Tracking Code has been incorporated using the Behavioral Intelligence Platform; and
 - (3) using commercially reasonable efforts to troubleshoot, with assistance from Customer, problems with tracking of pages from the Customer .edu Site.
- v) Customer Obligations
 - (1) Customer will provide Capture with a key contact with access to map and tag pages in the Customer .edu Site with the Engage Tracking Code, and will be responsible for incorporating the Engage Tracking Code into the Customer .edu Site.
- vi) Dynamic Content Campaigns:
 - (1) Capture will provide design and copywriting for a total of **30 dynamic content campaign allocations** (20 First-Year and 10 Transfer)
 - (2) Includes up to three (3) rounds of pre-launch revisions per campaign.
 - (3) Ongoing maintenance, with optimization to the best of our ability to meet or exceed Capture’s performance metrics.

e) APPLY (Freshman Only)

- i) SFTP Data Exchange – A dedicated server space that allows for simple, secure file transfers at AES 256-bit encryption.
- ii) Model Accuracy Report – This transparent analysis shows how well your model performed on out-of-sample data.
- iii) Model Re-specifications – Up to two in-cycle model re-specifications. If new data points become available mid-cycle, we will re-specify your model to optimize accuracy.
- iv) Model Outputs and Scores – Real-time dashboard and raw data file including record level applicant outcomes.
- v) Iterations – daily. Rapid recalculation of applicant decile rankings.

f) ENROLL (First-Year Only)

- i) SFTP Data Exchange – A dedicated server space that allows for simple, secure file transfers at AES 256-bit encryption.
- ii) TrafficLight Report – A report describing your data’s cleanliness and usability on seven different measures: completeness, consistency, conformity, accuracy, integrity, timeliness, and leakage.
- iii) TrafficLight Data Cleanliness Consultation – Ensures that your model is as accurate as possible by verifying category counts and discussing anomalies.
- iv) Model Accuracy Report – This transparent analysis shows how well your model performed on out-of-sample data.
- v) Model Re-specifications – Up to two in-cycle model re-specifications. If new data points become available mid-cycle, we will re-specify your model to optimize accuracy.
- vi) Model Outputs, Scores, Group-Level Predictions – Real-time dashboard and raw data file including record level Enrollment probabilities.
- vii) Up to 15 iterations. Iteration delivery required Customer to provide Capture with an updated data file.

2) SEARCH CONSULTING

- a) Historical analysis
- b) Parameter design – definition of initial name targeting structured by primary, secondary and expansionary markets
- c) Systematic name purchasing – creation of name purchasing schedule via primary data providers
- d) Customer agrees to answer questions related to the development of institution-specific student search content as well as financial aid questions essential to the delivery of student-specific scholarship and grant information.

3) DIGITAL ADVERTISING – SENIOR ENROLLMENT GENERATION BUNDLE

- a) **Includes up to twelve (12) months of campaigns using a combination of digital advertising techniques as determined by Customer and Capture to promote brand awareness and funnel conversion.**
- b) Campaign Creation:
 - i) Each campaign contains six (6) static ads with consistent branding, messaging, design, and call-to-action.
 - ii) Designated content writers and designers will use Customer brand guidelines to develop ad creative.
 - iii) Includes up to three (3) pre-launch rounds of revisions
- c) Ongoing maintenance and optimization to the best of our ability to meet or exceed Capture’s performance metrics
Interactive web-based dashboard: Real-time data dashboard that presents key metrics such as click-through-rate, clicks, impressions, performance against industry benchmarks, enrollment funnel movement, conversions, and optimization tracking.

4) DIGITAL ADVERTISING – JUNIOR INQUIRY GENERATION BUNDLE

- a) **Includes up to nine (9) months of campaigns using a combination of digital advertising techniques as determined by Customer and Capture to promote brand awareness and funnel conversion.**
- b) Campaign Creation:
 - i) Each campaign contains six (6) static ads with consistent branding, messaging, design, and call-to-action.
 - ii) Designated content writers and designers will use Customer brand guidelines to develop ad creative.
 - iii) Includes up to three (3) pre-launch rounds of revisions
- c) Ongoing maintenance and optimization to the best of our ability to meet or exceed Capture's performance metrics
Interactive web-based dashboard: Real-time data dashboard that presents key metrics such as click-through-rate, clicks, impressions, performance against industry benchmarks, enrollment funnel movement, conversions, and optimization tracking.

5) **EMAIL MARKETING**

- a) **Includes two (2) Behavioral Email Series** (12-13 emails per series)
 - i) **One (1) Junior campaign and one (1) senior campaign**
- b) **Includes up to 45 ad hoc emails**
- c) **Includes up to three (3) custom email templates per population.**
- d) Campaign Creation:
 - i) Designated content writers and designers will use Customer brand guidelines to develop creative.
 - ii) Includes up to three (3) rounds of pre-launch revisions per campaign.
 - iii) Standard data cleaning and loading services included.
- e) Ongoing maintenance, with optimization to the best of our ability to meet or exceed Capture's performance metrics.
- f) Interactive web-based dashboard: Real-time data dashboard that presents key metrics such as click-through rate, clicks, performance against industry benchmarks, enrollment funnel movement, conversions, and optimization tracking.

6) **LANDING PAGES**

- a) **Up to one (1) conversion landing page**
- b) Campaign Creation:
 - i) Each landing page includes one hosted landing page on a custom domain, either a delegated subdomain provided by the Customer, or a .com domain purchased by Capture.
 - ii) Each landing page includes one (1) inquiry form launched from the Behavioral Intelligence Platform.
 - iii) Designated content writers and designers will use Customer brand guidelines to develop creative.
 - iv) Includes up to three (3) rounds of pre-launch layout and design revisions, and five (5) rounds of content revisions.
- c) Ongoing maintenance, with optimization to the best of our ability to meet or exceed Capture's performance metrics.

COOP 23-1459 _Capture Higher Ed_Modification 03

Final Audit Report

2026-01-28

Created:	2026-01-28
By:	Anne Freihofer (afreihofer@capturehighered.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh2VZggPhZeHO28v8gGCKqy6H6YBhRVrO

"COOP 23-1459 _Capture Higher Ed_Modification 03" History

-  Document created by Anne Freihofer (afreihofer@capturehighered.com)
2026-01-28 - 4:07:20 PM GMT
-  Document emailed to Jim Lintner (jlintner@capturehighered.com) for signature
2026-01-28 - 4:07:25 PM GMT
-  Email viewed by Jim Lintner (jlintner@capturehighered.com)
2026-01-28 - 4:38:46 PM GMT
-  Document e-signed by Jim Lintner (jlintner@capturehighered.com)
Signature Date: 2026-01-28 - 4:41:35 PM GMT - Time Source: server
-  Agreement completed.
2026-01-28 - 4:41:35 PM GMT