

## **RESIGNATION AGREEMENT AND RELEASE**

This RESIGNATION AGREEMENT AND RELEASE ("Agreement") is made and entered into on January \_\_, 2026 by and between Chancellor Rodney D. Bennett ("Chancellor Bennett") and the Board of Regents of the University of Nebraska ("BRUN" or "the University") (collectively referred to herein as the "Parties").

### **RECITALS**

- A. Chancellor Bennett is currently employed by BRUN as the Chancellor of the University of Nebraska-Lincoln ("UNL") and Vice President of the University of Nebraska pursuant to the terms of his Contract of Employment dated July 1, 2023.
- B. Chancellor Bennett wishes to resign his employment with BRUN and BRUN wants to accept his resignation, under the terms set forth in this Agreement.

### **COVENANTS**

In consideration of the foregoing Recitals, the mutual covenants, releases, and agreements of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties restate and incorporate by reference the foregoing Recitals as part of the Covenants of this Agreement.
2. **Resignation.** Chancellor Bennett hereby resigns his employment with the University and relinquishes all rights to which he may be entitled pursuant to his employment status and Contract of Employment, effective as of January 12, 2026 ("the Effective Date"). BRUN and Chancellor Bennett affirmatively agree to the foregoing Effective Date and waives the 60-day notice requirement required pursuant to Section 12 of the Contract of Employment. Chancellor Bennett acknowledges and agrees that he is resigning his employment with the University voluntarily, without duress, based upon his own belief that it is in his own best interest to do so. Immediately following the Effective Date, Chancellor Bennett shall return to the University all property within his possession belonging to the University, including without limitation all keys, identification cards, electronic and paper files, electronic devices, equipment, and University records. Upon the Effective Date, all duties and obligations under the Contract of Employment, including without limitation any obligation to further compensate Chancellor Bennett for any work not yet performed, shall cease, with the exception that Chancellor Bennett's obligations to not disclose confidential information or disparage the University shall survive the termination of said Contract. BRUN and the University acknowledge that the provision for One Million Dollars (\$1,000,000) in damages for employment by another University under Section 12.3 of the Contract of Employment has expired and is of no force or effect.

Following his resignation, and through January 12, 2029, Chancellor Bennett shall not apply for employment or reemployment with the University or any other university within the University of Nebraska System at any time. The University and all other

universities within the University of Nebraska System shall have the right to reject any application for employment or reemployment that Chancellor Bennett may submit in violation of this Agreement.

3. **Compensation and Benefits.** BRUN shall continue to pay Chancellor Bennett his regular monthly salary and shall continue to allow him to participate in its benefit plans through and including the Effective Date. Other than the compensation described within this Section, Chancellor Bennett shall not be entitled to any further compensation from the University following the Effective Date. Chancellor Bennett also shall not be entitled to any further benefits from the University following the Effective Date other than any benefits in which he already has vested or which are otherwise available to employees separated from the University (such as continued healthcare coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), vested retirement benefits or deferred compensation, and so forth). Nothing in this Section 3 shall limit or affect the obligations of the University and BRUN under Section 4 and the other provisions of this Agreement.

4. **Release Benefit.** In consideration for resigning employment, BRUN shall cause Chancellor Bennett to be paid a one-time payment totaling **One Million One Hundred Thirty-Five Thousand Three Hundred and Eight Dollars** (\$1,135,308.00) ("Release Benefit"), which *includes Thirty Six Thousand Three Hundred and Eight Dollars* (\$36,308.00) to cover the total cost for Chancellor Bennett to continue in his elected dental and group health insurance benefits, through COBRA, for the full 18-month period of COBRA eligibility ("COBRA Benefit"). The Release Benefit, including the COBRA Benefit, shall be paid by BRUN as soon as possible, but, in no event later than within forty-five business days of the Effective Date of this Agreement. The Release Benefit includes payment for vacation and floating holiday balances accrued but unused by the Effective Date. The Parties acknowledge and agree that the COBRA Benefit is a good faith estimate of the total cost of COBRA premiums to be incurred by Chancellor Bennett and that Chancellor Bennett will be responsible for any amounts due and owing for his continuation of dental and group health insurance benefits that exceed the COBRA Benefit provided for herein. The Release Benefit (including the COBRA Benefit) and the compensation through the Effective Date as set forth in Section 3 comprise the total amount owed by BRUN to Chancellor Bennett under the terms of this Agreement. Chancellor Bennett acknowledges and agrees that the Release Benefit (including the COBRA Benefit) constitutes payment to which he is not otherwise entitled, that the Release Benefit (including the COBRA Benefit) constitutes taxable income to him, and is being offered as consideration for the release of claims and other promises made by Chancellor Bennett within this Agreement. The Parties further agree that Chancellor Bennett is not entitled to receive any disbursement from his Deferred Compensation Agreement, attached as Appendix A his employment agreement, dated July 1, 2023, and all amounts contained in the Deferred Compensation Agreement are not vested and shall be retained by the University.

5. **General Release.** In consideration for the benefits provided by BRUN as set forth in Section 4 of this Agreement, Chancellor hereby irrevocably and unconditionally releases and forever discharges BRUN, including each of BRUN's past and present agents, directors, officers, employees, representatives, parent companies, subsidiaries, affiliated companies, insurers, reinsurers, and attorneys, and their predecessors, successors, heirs, executors, administrators, assigns and assignees, and

all persons acting by, through, or under or in concert with any of them (collectively "Releasees"), or any of them, of and from any and all claims of any nature whatsoever, in law or equity, which Chancellor Bennett ever had, now has, or may have in the future against the Releasees relating to or arising out of Chancellor Bennett's employment with BRUN, up to the Effective Date of this Agreement, including, but not limited to, claims under any federal, state, or local law, regulation, statute, or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964 as amended; the Age Discrimination in Employment Act; Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act and all amendments thereto, the Civil Rights Act of 1991; the Equal Pay Act; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; the National Labor Relations Act; the Fair Credit Reporting Act; the Immigration Reform and Control Act; the Occupational Safety and Health Act; the Genetic Information Nondiscrimination Act of 2008; all claims and rights under any employment law, rule, or regulation of the State of Nebraska, including, but not limited to, the Nebraska Fair Employment Practice Act and the Nebraska Wage Payment and Collection Act; and any other claims relating to or arising out of Chancellor Bennett's employment up to the date of this Agreement, including claims for disability, gender or age discrimination, ADA accommodations, breach of contract, express or implied, breach of any implied covenant of good faith and fair dealing, workers compensation, harassment, fraud, defamation, intentional tort, emotional distress, and negligence. Additionally, Chancellor Bennett releases BRUN, the University, and the University of Nebraska Foundation from any and all claims under his Deferred Compensation Agreement dated July 1, 2023. The foregoing notwithstanding, the Parties agree that Chancellor Bennett does not release those claims which by law cannot be waived or released, as well as claims relating to: (a) claims, actions, or rights arising under or to enforce the terms of this Agreement; and (b) claims which may arise after the Effective Date of this Agreement ("Retained Claims").

This release shall be construed broadly, it being the intent of the Parties to fully resolve any and all claims and potential claims (other than Retained Claims) of Chancellor Bennett against the Releasees and any of them, in addition to those claims specifically described above. Except for Retained Claims, it is intended herein by Chancellor Bennett that (i) the Releasees be and hereby are released and discharged from any and all liability whatsoever, including any and all related accident, occurrence, illness, disease, loss, claim, demand, penalties, fines, damages, costs, injuries, disabilities, attorney's fees, expenses, compensation, back pay, front pay, pain and suffering, emotional distress, any and all consequential damages, any and all liquidated damages, and any and all punitive damages, of every kind and nature that are subject to this Agreement and the releases herein ("Released Matters"), and (ii) the Releasees be and hereby are released and discharged from any and all claims, suits, or causes of action referred to in this section which have arisen or accrued and of which he knows, should have known, had reason to know, or suspects to exist, in his favor at the time of execution hereof that arise out of his employment relationship with BRUN. This Agreement contemplates the extinguishment of any such claim or claims for Released Matters that predate the signing of this Agreement.

Chancellor Bennett acknowledges that subject only to the terms and conditions expressly stated above, this Agreement constitutes a full, complete, unconditional, fair

and final release and settlement of any and all claims for Released Matters described herein, and he waives and assumes the risk of any and all claims and damages arising from claims for Released Matters that may exist now, including those that he does not know or suspect to exist (whether through oversight, error, negligence, or otherwise) and which, if known, would materially affect his decision to enter into this Agreement. Chancellor Bennett expressly waives the provisions of any law or statute which otherwise preclude a release of unknown claims that relate to his employment relationship with BRUN and predate the date of execution of this Agreement.

BRUN, on behalf of itself and the University, and all those who claim through it, hereby irrevocably and unconditionally releases and forever discharges Chancellor Bennett and his past and present representatives, successors, heirs, executors, administrators, assigns and assignees, and all persons acting by, through, or under or in concert with any of them (collectively the "Bennett Releasees"), or any of them, of and from any and all claims of any nature whatsoever, in law or equity, which BRUN or the University ever had, now has, or may have in the future against the Bennett Releasees relating to or arising out of Chancellor Bennett's employment with BRUN and the University, up to the Effective Date of this Agreement, including without limitation, claims that they do not know or suspect to exist (whether through oversight, error, negligence, or otherwise) and which, if known, would materially affect their decision to enter into this Agreement (and they expressly waives the provisions of any law or statute which otherwise preclude a release of such unknown claims that predate the date of execution of this Agreement), except claims relating to: (a) claims, actions, or rights arising under or to enforce the terms of this Agreement; and (b) claims which may arise after the Effective Date of this Agreement.

6. **Nondisclosure.** Chancellor Bennett and BRUN shall not, and shall cause their agents, trustees, attorneys, and/or representatives not to, disclose the terms of this Agreement to any third party except as required by Neb. Rev. Stat. §§ 84-712, *et seq.*, or 84-713 (Reissue 2014). Notwithstanding the foregoing and anything to the contrary, nothing in this Agreement shall prevent the disclosure of the terms hereunder to lawyers, accountants, auditors, or insurers/ reinsurers (collectively "Recipients"), provided the disclosure of the information is reasonably necessary to effectuate the terms of this Agreement, or is required for tax, financial reporting, or governmental compliance purposes. Prior to disclosure, the Recipients shall be informed of the confidential nature of the information and shall agree to keep such information confidential to the extent allowed by law. Furthermore, nothing in this Agreement shall prevent the Parties from disclosing the terms of this Agreement: (1) to BRUN's officers, directors, or shareholders, or members of BRUN's board of directors; (2) to defend a party's legal interests in a Charge, investigation, or audit; (3) pursuant to a duly-issued subpoena, court order, or other duty to disclose imposed by law; (4) to Chancellor Bennett's immediate family members, tax or financial advisors, attorneys, or medical providers by Chancellor Bennett.

If a party believes it must disclose the contents of this Agreement pursuant to a subpoena or court order, it must notify the other Parties to this Agreement prior to disclosing the information in sufficient time for the other party or parties to take appropriate legal action to challenge the subpoena or court order. This provision does not preclude any party from testifying truthfully or furnishing any other information regarding this Agreement when disclosure is permitted or required. Chancellor

Bennett and BRUN agree that in the event inquiry is made of either of them, as to their settlement, they will respond, "The matter has been resolved," and may disclose the Release Benefit (including the COBRA Benefit) amount. Chancellor Bennett further represents that he has not disclosed the terms of this Agreement, to anyone other than his spouse, his tax advisor, and attorney prior to execution of the Agreement.

7. **Non-Disparagement.** Pursuant to this Agreement and Section 14 of the Contract of Employment, Chancellor Bennett shall not make, in any manner or at any time, any negative or disparaging comments or statements regarding the Board of Regents of the University of Nebraska, the University of Nebraska System, its separate universities, or any of their past or current regents, administrative officers, deans, employees, agents, students, colleges, departments, divisions, programs or services. BRUN employees including, the University President, Provost, Vice Presidents, and Chancellors, shall not make any negative or disparaging comments or statements regarding Chancellor Bennett. On or before the Effective Date, the Office of the President will prepare and provide Chancellor Bennett with a reference letter in a form and format mutually agreeable to the parties. He may share this letter with prospective employers. The University shall not be held liable for any employment decisions based on that reference letter. Notwithstanding the foregoing, nothing in this Section shall prevent either Party from making any truthful statement to the extent (A) necessary to rebut any untrue public statements, (B) necessary with respect to any litigation, arbitration, or mediation involving this Agreement and the enforcement thereof, or (C) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with jurisdiction over such Party. Any violation of this Section shall constitute a material breach of this Agreement and shall render the offending Party liable for all resultant damages or harm arising from that breach.

8. **Transition Assistance.** For three months from the date hereof, Chancellor Bennett agrees to cooperate as necessary to effectively facilitate the transition of Chancellor Bennett's employment duties with the University, to accurately and comprehensively disclose requested information to the University, and to reply to any University communications (including telephone calls and e-mails) in an honest manner and within a reasonable amount of time not to exceed two (2) business days from the date of the initial request.

9. **Indemnification Provisions.** Chancellor Bennett acknowledges and agrees that BRUN and its counsel have not made any representations to him regarding the tax consequences associated with the Release Benefit (including the COBRA Benefit), or allocation of the Release Benefit pursuant to this Agreement. Chancellor Bennett agrees to indemnify and hold harmless BRUN and all other Releasees against the payment of any taxes, interest, penalties, fines, and any other liabilities of any kind that may be assessed against BRUN relating to Chancellor Bennett's failure to pay taxes for which he is legally responsible (but not taxes for which BRUN or the University is legally responsible) regarding the Release Benefit. In accordance with and subject to the terms, rights, conditions, limitations, and procedures set forth in Section 6.8 of the *Bylaws*, as such section may be amended from time to time, BRUN and the University shall indemnify and defend Chancellor Bennett against any judgment for money damages and costs as a result of an act or omission occurring in the course and scope of University duties, employment or training. The University shall have no obligation to indemnify or defend Chancellor Bennett to the extent the

judgment arose as a result of malfeasance in office or willful and wanton neglect of duty. The foregoing right to indemnification shall not exceed the amount subject to collection by a party directly against Chancellor Bennett. The provisions of this subsection shall not be interpreted as an expansion of Chancellor Bennett's alleged personal liability.

10. **Enforcement Rights and Remedies for Breach.** The Parties agree that if either engages or threatens to engage in any activity that constitutes a violation of this provision of the Agreement, the other shall have the right to have the provisions of this Agreement specifically enforced to the extent permitted by law. The Parties acknowledge and agree that any breach of this Agreement would cause immediate irreparable injury and that money damages would not provide an adequate remedy at law for any breach. It is understood and agreed that Parties expressly rely upon the promises, representations, and warranties made by the other Party to this Agreement; that any breach of such promises, representations, and warranties would constitute a material breach of this Agreement; and that in the event of any such breach, the Parties shall be entitled to any and all of the following relief: (a) specific enforcement of all promises and undertakings made by the other Party hereunder; and (b) all other relief and damages available at law or in equity.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties acknowledge that no representation, promise, or inducement has been made, other than as set forth in this Agreement, for them to enter into this Agreement, and that none of them enters into this Agreement in reliance upon any representation, promise, or inducement not set forth herein. The Parties agree that all of the terms and conditions agreed upon by the parties regarding this Agreement are contained herein. The terms of this Agreement are contractual and not mere recitals. This Agreement is a full integration of all terms agreed to by the Parties pertaining to the subject matter of this Agreement.

12. **Assignment.** Chancellor Bennett agrees that he: (a) has not made any assignment of any claims released and discharged by this Agreement, (b) shall not hereafter make any assignment of any claims released and discharged by this Agreement, and (c) shall indemnify and hold harmless the Releasees, and each of them, from any such assignment.

13. **Representation and Construction.** The Parties acknowledge and represent that they have had a full opportunity to consider this Agreement and to confer with and be represented and assisted by their own legal counsel, and that they have had a full opportunity to ask any questions that they may have concerning this Agreement, or the settlement of claims or potential claims among them. This Agreement shall be deemed to have been jointly drafted by all of the Parties for the purpose of applying any rule of contract construction.

14. **Governing Law and Mandatory Forum Selection.** This Agreement shall be governed by the laws of the State of Nebraska without regard to conflicts of law principles. The Parties agree that any action by either party to enforce the terms of this Agreement shall only be brought by the other party in the District Court of

Lancaster County, Nebraska, and the Parties waive all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.

15. **Headings.** The descriptive headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

16. **Binding Effect.** The Parties have carefully read and fully understand the terms of this Agreement and represent that they voluntarily execute this Agreement for the purpose of making a final, full, and complete compromise, adjustment, and settlement of all claims and causes of action as set forth herein. All the terms and provisions contained herein shall inure to the benefit of and shall be binding upon each of the Parties hereto and each of their successors, assigns, parent companies, subsidiaries, affiliated companies, divisions, owners, officers, directors, agents, shareholders, partners, employees, representatives, insurers, reinsurers, and attorneys.

17. **Costs and Fees.** Each party shall remain responsible for its or his own fees, costs, and disbursements, unless expressly otherwise provided in this Agreement.

18. **Notice.** Notices pursuant to this Agreement shall be deemed given on the day delivered and shall be given to Chancellor Bennett at his last known address with a copy to:

Earl Scudder  
Scudder Law Firm, P.C., L.L.O.  
411 S. 13<sup>th</sup> Street, Suite 200  
Lincoln, Nebraska 68508

and to BRUN at:

Bren Chambers  
University of Nebraska  
Varner Hall, Room 237  
3835 Holdrege Street  
Lincoln, Nebraska 68583-0745  
[bchambers@nebraska.edu](mailto:bchambers@nebraska.edu)

It is the obligation of the Parties to notify each other in the event that any of the above contact information changes. Failure to do so shall constitute a default under this Agreement and shall not constitute any excuse or defense in connection with any party's assertion of any rights under this Agreement.

19. **No Admission of Liability.** The Parties to this Agreement make no admission of any improper acts, conduct, or liability, and it is agreed and understood that the covenants, payment, and releases contained herein are not to be construed as admissions on the part of any Party, or his or its agents, of any wrongdoing or any violation of any federal, state, or local statute, regulation, or ordinance, common law, or right of Chancellor Bennett. BRUN specifically denies any wrongdoing whatsoever on its part, or the part of any current or former officers, directors, employees,

representatives, or agents of BRUN and Chancellor Bennett specifically denies any wrongdoing whatsoever on his part.

20. **Other Proceedings.** The Parties represent and warrant that they have filed no claims and know of no other claims filed in court, arbitration, or any other forum between or among these Parties pertaining to the subject matter of this Agreement, and in the event that any such claims do exist, the Parties agree to immediately withdraw and dismiss them in their entirety and with prejudice.

21. **Execution in Counterparts and by Facsimile or Scanned Signatures.** This Agreement may be executed by facsimile, electronic signature, or by exchange of scanned documents, and the Parties agree that certain actions may be taken in reliance on faxed, electronic, or scanned signatures by the Parties. Accordingly, the Parties agree that a faxed, electronic, or scanned signature on this Agreement shall be equally valid and binding as an original signature, and the transmission of a faxed, electronic, or scanned signature will have the same legal effect as physical delivery of an original signature. This Agreement also may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. **Consideration.** All Parties agree that the consideration listed herein is adequate and is the only consideration for the mutual promises and covenants in this Agreement.

23. **Modification Only in Writing.** Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated, except by a subsequently executed instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

24. **Knowing and Voluntary Agreement.** Chancellor Bennett acknowledges and represents:

- a. That Chancellor Bennett has been advised in writing to consult with an attorney of his own choosing prior to executing this Agreement;
- b. That Chancellor Bennett has been represented by and has had the opportunity to consult with an attorney of his own choosing about this Agreement prior to executing it;
- c. That this Agreement is written in a manner Chancellor Bennett understands;
- d. That Chancellor Bennett has carefully read and understands all of the provisions in this Agreement and the Agreement's binding legal effect;
- e. That Chancellor Bennett is voluntarily entering into this Agreement, free of coercion or duress of any kind, and with full knowledge of its significance;

- f. That none of the Parties makes any representations concerning the terms or effect of this Agreement other than those expressly contained herein;
- g. That Chancellor Bennett is receiving consideration in exchange for executing this Agreement to which he was not already entitled;
- h. That Chancellor Bennett has been given twenty-one (21) days within which to consider this Agreement and he has voluntarily chosen to sign the agreement prior to conclusion of the twenty-one (21) days and is therefore specifically waiving his right to the additional time for consideration by his signature below; and
- i. Chancellor Bennett agrees he has seven days after signing this to revoke this Agreement in writing. Written notice of revocation should be sent to Bren Chambers at the email address noted above. If this Agreement is not timely revoked in writing by Chancellor Bennett, it shall become binding and effective once executed by all the Parties.

RODNEY D. BENNETT REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT HE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT AND FORFEITING CERTAIN EMPLOYMENT RIGHTS OF HIS OWN FREE WILL, WITHOUT DURESS OR COERCION OF ANY KIND.

RODNEY D. BENNETT

By: Rodney D. Bennett  
Rodney D. Bennett, Ed.D

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By: Jeffrey P. Gold  
Jeffrey P. Gold, MD

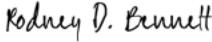
## Certificate Of Completion

Envelope Id: 537924B0-D2AE-4328-9820-0D54189F7059  
 Subject: Complete with DocuSign: Bennett Resignation Agreement and Release  
 Source Envelope:  
 Document Pages: 10 Signatures: 2  
 Certificate Pages: 5 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Disabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Alysa French  
 1400 R St.  
 Lincoln, NE 68588  
 AFRENCH@NEBRASKA.EDU

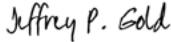
## Record Tracking

Status: Original Holder: Alysa French Location: DocuSign  
 1/2/2026 1:27:09 PM AFRENCH@NEBRASKA.EDU

| Signer Events  | Signature   | Timestamp   |
|--|---|---|
| Rodney D. Bennett<br>[REDACTED]<br>[REDACTED]<br>(Optional), Logged in |  | Sent: 1/2/2026 1:37:42 PM<br>Viewed: 1/2/2026 3:31:07 PM<br>Signed: 1/2/2026 4:24:44 PM |
|  | Signature Adoption: Pre-selected Style<br>[REDACTED]                              |   |

### Electronic Record and Signature Disclosure:

Accepted: 1/2/2026 3:31:07 PM  
 ID: 2c4b3fff-63bd-4255-984a-6311b9c0cbc4

|  |   |   |
|--|---|---|
| Jeffrey P. Gold<br>jeffrey.gold@nebraska.edu<br>President, NU<br>Security Level: Email, Account Authentication<br>(Optional) |  | Sent: 1/2/2026 4:24:46 PM<br>Viewed: 1/2/2026 5:21:58 PM<br>Signed: 1/2/2026 5:24:18 PM |
|  | Signature Adoption: Pre-selected Style<br>[REDACTED]                                | Signed using mobile   |

### Electronic Record and Signature Disclosure:

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| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |
| Carbon Copy Events           | Status    | Timestamp |

Anne Barnes  
 annebarnes@nebraska.edu  
 Sr Vice President & CFO

COPIED

Sent: 1/2/2026 5:24:19 PM

Security Level: Email, Account Authentication  
 (Optional)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

| Carbon Copy Events   | Status           | Timestamp                 |
|--|------------------|---------------------------|
| Bren Chambers<br>bchambers@nebraska.edu<br>Security Level: Email, Account Authentication<br>(Optional) | <b>COPIED</b>    | Sent: 1/2/2026 5:24:19 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                         |                  |                           |
| Witness Events   | Signature        | Timestamp                 |
| Notary Events  | Signature        | Timestamp                 |
| Envelope Summary Events  | Status           | Timestamps                |
| Envelope Sent  | Hashed/Encrypted | 1/2/2026 1:37:43 PM       |
| Certified Delivered  | Security Checked | 1/2/2026 5:21:58 PM       |
| Signing Complete   | Security Checked | 1/2/2026 5:24:18 PM       |
| Completed  | Security Checked | 1/2/2026 5:24:19 PM       |
| Payment Events   | Status           | Timestamps                |
| <b>Electronic Record and Signature Disclosure</b>  |                  |                           |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Internet 2 OBO University of Nebraska - Lincoln:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [esignature@nebraska.edu](mailto:esignature@nebraska.edu)

**To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [esignature@nebraska.edu](mailto:esignature@nebraska.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Internet 2 OBO University of Nebraska - Lincoln**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [esignature@nebraska.edu](mailto:esignature@nebraska.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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