

**MASTER SERVICES AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND
2ND.MD**

This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) is entered into May 1, 2021 (the “**Effective Date**”), by and between Accolade 2ndMD LLC (“**2nd.MD**”), a Texas Limited Liability Company whose principal place of business is located at 9655 Katy Freeway, Suite 300, Houston, Texas 77024, and **The Texas A&M University System** (“**Client**”), an agency of the State of Texas whose principal place of business is 301 Tarrow Street, College Station, Texas 77845 (each individually a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, 2nd.MD provides a set of medical information, technology and support services marketed under the trademark “2nd.MD”;

WHEREAS, Client desires to purchase the Services (as defined below) so that the Services may be included in the employee benefits program it offers to Members (as defined below); and

WHEREAS, 2nd.MD desires to provide the Services to Members pursuant to the terms of this Agreement.

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

**ARTICLE I
DEFINITIONS**

Section 1.01 “Consultation” or “Expert Medical Consultation” means the Service whereby 2nd.MD provides an interactive video or telephonic session between a Member and a Specialist (as defined below) allowing a Member to discuss health questions and to obtain general health information from such Specialist. 2nd.MD provides the technology and support to facilitate the Consultation in addition to establishing the Specialist network to provide the medical expertise for such Service.

Section 1.02 “Client Employee(s)” means an employee of Client eligible to receive the Services.

Section 1.03 “High Impact Conditions” shall include, but not be limited to: Transplants, Transcatheter Heart Valve Procedures, Hysterectomy, Musculoskeletal procedures, Bariatric Surgery, Cardiac and Vascular procedures, Prostatectomy, Gastrointestinal procedures, Vein procedures, Oncology procedures, and Nervous System procedures.

Section 1.04 “Inbound Call” means a communication received by 2nd.MD from Member through which the Member initiates a request to use the Services. During the Inbound Call, 2nd.MD discusses Member’s specific needs and makes a determination as to whether to initiate a Consultation or other appropriate next steps.

Section 1.05 “Member” means Client Employees and the spouses, dependents, and other authorized employee benefit beneficiaries of such Client Employees as listed on the Client’s employee benefits program.

Section 1.06 “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103.

Section 1.07 “Services” means the Expert Medical Consultation, Specialty Care Navigation, and related services, including, without limitation, the Website, the Secure App, and the REACH Services (as defined herein), as further described

on Exhibit A and Exhibit D.

Section 1.08 “Specialist” means a board-certified medical doctor who has completed a multiple year residency in a specific subspecialty of medicine. 2nd.MD Specialists are selected based upon their credentials, having either studied, trained or currently working at a leading hospital or teaching institution and/or have led multiple peer reviewed studies in their field of specialty.

Section 1.09 “Specialty Care Navigation” or “SCN” means guidance on the Member’s healthcare journey by 2nd.MD condition-specific Care Team (as defined herein) nurses. This clinical guidance includes condition-specific education, high-touch coaching, scheduling Expert Medical Consultations, and other services that help Members navigate the complexities of managing their health and achieving better health outcomes.

Section 1.10 “Utilization” means the number of Expert Medical Consultations divided by the number of Client Employees per year.

ARTICLE II SERVICES

Section 2.01 Services. 2nd.MD shall provide the Services to Client and eligible Members for the Term (as defined herein) of this Agreement.

ARTICLE III OBLIGATIONS OF 2ND.MD

Section 3.01 2nd.MD shall:

- (a) appoint a 2nd.MD employee to serve as a primary and single point of contact with respect to this Agreement and who will have the authority to act on behalf of 2nd.MD in connection with matters pertaining to this Agreement (the “**2nd.MD Contract Manager**”), including operational issues and collaboration program planning;
- (b) verify, using standard industry practices, that, at all times during the Term, each 2nd.MD Specialist is board certified for the particular claimed specialty and appropriately licensed, qualified, and competent to render the Services;
- (c) require all Specialists to: (i) render the Services consistent with the Specialist’s medical specialty and the highest ethical and standards of care applicable to the Specialist’s medical specialty; (ii) comply with all state, federal, and local laws, rules, and regulations applicable to the Specialist’s provision of the Services; and (iii) create and maintain in a timely fashion accurate and appropriate records relating to all Services rendered by the Specialist and keep such records confidential;
- (d) provide Client a quarterly report regarding Utilization of the Services; provided, however, Client acknowledges that all Protected Health Information will be de-identified in the report and other information may be limited in order to comply with HIPAA (as defined herein) and other Applicable Privacy Laws (as defined herein);
- (e) maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term and for a period of one (1) year thereafter, upon Client’s written request, 2nd.MD shall allow Client or Client’s representative to audit, inspect and make copies of 2nd.MD records relating to the provision of Services to Client hereunder, provided that any such audit and inspection shall take place during regular business hours and Client provides

2nd.MD with at least thirty (30) days' notice;

(f) provide and maintain the necessary facilities, technology, supplies, and support to enable 2nd.MD and the Specialists to provide the Services, including, without limitation, the Website (as defined herein), the Secure App (as defined herein), the 2nd.MD SFTP folder utilized for the REACH Services, and any telecommunications technology necessary for the Specialists to conduct the Consultations, the 2nd.MD condition-specific Care Team nurses to conduct the Specialty Care Navigation, and 2nd.MD to conduct outreach to Participants (as defined herein) (collectively, the “**Equipment**”). 2nd.MD shall be solely responsible for (a) ensuring that the Equipment complies with the requirements of HIPAA and any other Applicable Privacy Laws, and (b) entering into any necessary business associate agreements with the technology vendors that provide the Equipment to 2nd.MD; and

(g) provide Client with the education and marketing materials that are necessary to support Client in communicating with Members about the Services, which may include, among other things, flyers, brochures, newsletters, and any other materials in any form that describe the Services. Any changes or modifications to such materials used by Client or its agents to describe the Services must be approved in advance in writing by 2nd.MD prior to distribution.

Section 3.02 2nd.MD may refuse to provide the Services, or may terminate the provision of the Services, to any Member in the event that 2nd.MD determines, in its sole discretion, which shall be reasonably exercised, that: (i) the Member's Inbound Call is or was for a purpose other than to better the Member's outcome in relation to the Member's treatment by his/her treating physician; (ii) 2nd.MD is not able to provide the Services in the Member's jurisdiction; and/or (iii) the Member has not, after reasonable request by 2nd.MD, provided information sufficient for 2nd.MD to provide the Services.

Section 3.03 Notwithstanding anything else set forth in this Agreement to the contrary, 2nd.MD does not and shall not have any authority with respect to benefit determinations and any and all such decisions shall be in accordance with Client's benefit programs.

Section 3.04 2nd.MD shall have no power or authority on behalf of Client to waive, alter or modify by estoppel or otherwise, any of the terms or conditions of any benefit program provided by Client. 2nd.MD shall have no power or authority to bind Client to any insurance or other risk. 2nd.MD shall have no power or authority to act for or on behalf of Client other than as specifically provided for in this Agreement.

Section 3.05 If 2nd.MD's performance of its obligations under this Agreement is prevented or delayed primarily by any act or omission of Client or its agents, subcontractors, consultants or employees, without fault of 2nd.MD, 2nd.MD shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE IV CLIENT OBLIGATIONS

Section 4.01 Client shall:

(a) cooperate with 2nd.MD in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement, not including the authority to amend this Agreement (the “**Client Contract Manager**”);

(b) provide access to the Services to all eligible Members;

(c) support the implementation of a communications campaign to educate Members regarding the availability and value of the Services, provided that prior to publishing, distributing or displaying any content about the Services, either directly or indirectly through a third party, Client shall provide 2nd.MD with an opportunity to review and approve such content, and will not, under any circumstances, display, publish or distribute any content about 2nd.MD or the Services that has not been reviewed and approved by 2nd.MD; and

(d) provide 2nd.MD a contact person that is available during normal business hours in order to verify the eligibility of Members, as needed. Client shall deliver a listing of all Members once every calendar month within the first ten (10) calendar days of such month to 2nd.MD, provided that if Client does not deliver a report for a given month during the period provided, then the report of the prior month shall be deemed the current report of Members (the “**Member Census File**”).

Section 4.02 As further described in Section 3.02 above, Client acknowledges and agrees that 2nd.MD may refuse to provide the Services, or may terminate the provision of the Services, to any Member in the event that 2nd.MD determines, in its sole discretion which shall be reasonably exercised, that: (i) the Member’s Inbound Call is or was for a purpose other than to better the Member’s outcome in relation to the Member’s treatment by his/her treating physician; (ii) 2nd.MD is not able to provide the Services in the Member’s jurisdiction; and/or (iii) the Member has not, after reasonable request by 2nd.MD, provided information sufficient for 2nd.MD to provide the Services.

Section 4.03 Use of the Services is not a condition of Client’s program(s) of insurance.

Section 4.04 With Client’s written consent, 2nd.MD shall have a right to issue a press release announcing this Agreement within ninety (90) calendar days of the execution hereof.

ARTICLE V TERM

Section 5.01 This Agreement shall be for a period of three (3) years from the Services Start Date (as defined herein) (the “**Initial Term**”) and shall be eligible to be renewed for up to three (3) additional years (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) by Client providing at least sixty (60) days’ advance written notice to 2nd.MD prior to the end of the Initial Term or the Renewal Term, as applicable, of its intent to renew this Agreement and for how long. During the Term of this Agreement, the Client shall have the right to provide access to the Services to Members, subject to the provisions of this Agreement.

ARTICLE VI FEES AND EXPENSES; PAYMENT TERMS

Section 6.01 In consideration of the provision of the Services by 2nd.MD and the rights granted to Client under this Agreement, Client shall pay 2nd.MD the fee pursuant to the Fee Schedule set forth in Exhibit B to this Agreement (“**Fee**”). Payment to 2nd.MD of such Fees pursuant to this Article VI shall constitute Client’s payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs or expenses.

ARTICLE VII OWNERSHIP; USE RESTRICTIONS

Section 7.01 2nd.MD hereby grants to Client and Members a limited scope, nonexclusive, nontransferable license for Members to: (i) use a secure telehealth application installed on a Member’s smartphone, desktop or tablet computer (the “**Secure App**”) and (ii) access and make use of the website and secure portal located at www.2nd.md (the

“**Website**”), each of (i) and (ii) for the sole purpose of Members accessing the Services and in accordance with the 2nd.MD terms of use accessible on the Website, as they may be changed, modified, supplemented or updated by 2nd.MD from time to time. Client and Members may use the Documentation (as defined below) in association with the licensed use of the Services, including, without limitation, the Secure App and the Website.

Section 7.02 All title to and the rights in the Services, including, without limitation, the Secure App and the Website, including any and all updates, and any user instructions and such other instructional information provided by 2nd.MD for use with the Services, including, without limitation, the Secure App and the Website (“**Documentation**”), including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, source code, hardware, and other technology, and any derivatives of and all goodwill associated with the foregoing, is the exclusive property of 2nd.MD and/or third parties.

Section 7.03 During the Term of this Agreement, and solely in connection with the Services, Client may use the trademarks, trade names, logos and designations used by 2nd.MD, only upon review and approval of 2nd.MD.

Section 7.04 Client shall not do, attempt to do, nor permit any Member or affiliate or other person to do, any of the following: reverse-engineer, decompile, disassemble, translate, create derivative works from, or otherwise attempt to obtain access to the source code of, any aspect of the Secure App or the Website. Client agrees that Client and its affiliates and workforce members will not copy, reproduce, alter, or otherwise modify the Secure App, Website or Documentation. Client agrees that Client, its affiliates and workforce members will not lease, loan, sublicense, distribute, or otherwise provide others access to or with any aspect of the Secure App, Website or Documentation, except as expressly permitted in this Agreement.

ARTICLE VIII

CONFIDENTIAL INFORMATION; HIPAA COMPLIANCE; DATA SECURITY

Section 8.01 “**Confidential Information**” means any information that is treated as confidential by a Party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to 2nd.MD’s clients, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the receiving party without restriction on use or disclosure prior to receipt of such information from the disclosing party; (b) is or becomes generally known by or available to the public other than by breach of this Agreement by, or other wrongful act of, the receiving party; (c) is developed by the receiving party independently of, and without reference to, any Confidential Information of the disclosing party; or (d) is received by the receiving party from a third party who is not under any obligation to the disclosing party to maintain the confidentiality of such information.

Section 8.02 Subject to applicable law, the receiving party agrees:

(a) not to disclose or otherwise make available or use the Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party; provided, however, that the receiving party may disclose the Confidential Information of the disclosing party to its officers, employees, consultants and legal advisors who have a “need to know”, who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VIII;

(b) to use the Confidential Information of the disclosing party only for the purposes of performing its obligations under this Agreement or, in the case of Client, to make use of the Services;

(c) to promptly notify the disclosing party in the event it becomes aware of any loss, disclosure, or use of any of the Confidential Information of disclosing party in violation of this Agreement; and

(d) to use commercially reasonable efforts to protect the Confidential Information of the disclosing party from unauthorized use or disclosure, using at least the same degree of care with regard thereto as it uses to protect its own Confidential Information but in no event less than a reasonable degree of care.

Section 8.03 If the receiving party becomes legally compelled to disclose any Confidential Information, it shall (i) provide prompt written notice of such requirement to the disclosing party so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) provide reasonable assistance, at disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. The receiving party is not required to pursue any claim, defense, cause of action, or legal process or proceeding on the disclosing party's behalf.

Section 8.04 Nothing in this Agreement is intended to grant any rights under any patent or copyright of any Party, nor shall this Agreement grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information for the purposes contemplated in this Agreement.

Section 8.05 2nd.MD and Client shall comply with (a) the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("**HIPAA**"), Title XIII of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), and all other data privacy and information-security related laws, rules, and regulations applicable to the Parties' performance of this Agreement and the maintenance, uses, and disclosures of Protected Health Information (including, without limitation, the Protected Health Information contained in the Member Census File and the REACH File (as defined herein)) (collectively with HIPAA and the HITECH Act, "**Applicable Privacy Laws**") and (b) the terms of the Business Associate Agreement attached hereto as Exhibit E and incorporated herein by reference. 2nd.MD will be responsible and accountable for entering into Business Associate agreements with affiliates and subcontractors that are engaged to provide any portion of the Services under this Agreement. The Parties agree to enter into any further agreements with each other or other appropriate entities as may be necessary to facilitate compliance with Applicable Privacy Laws.

Section 8.06 Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Personal Health Information) is transmitted over an electronic communications network *i.e.* "the internet," transmissions of ePHI to and from 2nd.MD will utilize Secure File Transport Protocol (SFTP).

Section 8.07 The Parties acknowledge and agree that, other than the Member Census File, the REACH File, and any other Member information provided by Client to 2nd.MD, all records created, maintained, or received by 2nd.MD or the applicable Specialist in connection with the Services ("**Member Health Records**") are the property of 2nd.MD or the applicable Specialist. 2nd.MD shall (a) keep Member Health Records in confidence; (b) only use or disclose Member Health Records for the purpose of fulfilling its obligations under this Agreement; and (c) restrict disclosure of the Member Health Records solely to those employees, subcontractors or agents of 2nd.MD, including, without limitation, the Specialists, who have a need to access those records in order for 2nd.MD to perform its obligations under this Agreement. 2nd.MD shall require such subcontractors or agents, including, without limitation, the Specialists, to comply with the same restrictions and obligations imposed on 2nd.MD in this Section. Any use, disclosure, retention or transfer of Member Health Records shall be in accordance with state and federal laws, including, without limitation, Applicable Privacy Laws. 2nd.MD will establish and maintain appropriate data security procedures and other safeguards to prevent the destruction, corruption, loss or alteration, or unauthorized access, alteration or interference by third parties, of Member Health Records. 2nd.MD shall not sell or lease individually identifiable Member Health Records.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.01 Each Party represents and warrants to the other Party that: (a) it has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) by entering into this Agreement, it does not and will not violate or constitute a breach of any of its contractual obligations with third parties; (c) it will comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations within the United States, including, without limitation, Applicable Privacy Laws, in its performance of this Agreement; and (d) it holds all permits, licenses and similar authority reasonably necessary for performing its obligations under this Agreement.

Section 9.02 In addition, 2nd.MD represents and warrants that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) the Services shall be provided in keeping with the description of Services set forth in Exhibit A;

(c) it has the right and authority to grant the licenses and rights to Client and Members herein, and the Services, including, without limitation, the Secure App, Website, and Documentation, shall not infringe or misappropriate the intellectual property rights of any third party; and

(d) 2nd.MD does not provide medical advice, diagnosis, or treatment and that all health information provided on the Secure App, Website or in connection with any communications supported by 2nd.MD, including, without limitation, real-time video or email communications between Specialists and Members, will be provided by Specialists or the Care Team and is intended for general informational purposes only.

Section 9.03 2nd.MD further represents and warrants that 2nd.MD and its respective affiliates, owners, members, officers, directors, employees, contractors, and agents, including, without limitation, the Specialists: (a) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7(b) (the “**Federal health care programs**”); (b) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) are not under investigation or otherwise aware of any circumstances which may result in exclusion from participation in the Federal health care programs. This representation and warranty shall be an ongoing during the Term of this Agreement, and 2nd.MD shall notify Client of any change in the status of this representation and warranty. Any breach of this Section 9.03 shall give Client the right to terminate this Agreement immediately.

Section 9.04 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ARTICLE X INDEMNIFICATION AND INSURANCE

Section 10.01 2nd.MD agrees to indemnify and hold the Client, its regents, members, officers, employees, and agents (each, an “**Indemnified Party**”) harmless from and against any and all losses, liabilities, damages, expenses, bodily injuries, costs or obligations of any kind (including reasonable attorneys’ fees and disbursements) (“**Losses**”) from any third party claim, suit, action or proceeding (each, a “**Claim**”) to the extent arising from 2nd.MD’s material breach of any

representation or warranty set forth in this Agreement, the provision of Services to Client or Members, or the negligence or willful misconduct of 2nd.MD or its employees, contractors, and agents, including, without limitation, the Specialists; and any Claims alleging that 2nd.MD's intellectual property infringes any intellectual property rights of a third party.

Section 10.02 The indemnification provisions in Section 10.01 are subject to the Indemnified Party (i) providing 2nd.MD with prompt written notice of the Claim; (ii) granting 2nd.MD sole control of the defense to the Claim, subject to the consent of the Attorney General of the State of Texas and except that 2nd.MD may only enter into a settlement if that settlement (a) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (b) has no effect on any other claim against the Indemnified Party, (c) provides as the claimant's sole relief monetary damages that are paid in full by 2nd.MD, and (d) requires that the claimant release the Indemnified Party from all liability alleged in the Claim; and (iii) providing reasonable cooperation, at 2nd.MD's expense, in the defense of the Claim.

Section 10.03 2nd.MD shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O) and Cyber/Privacy Liability Insurance, all coverage must be written on an occurrence basis. All coverage must be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Client. 2nd.MD acknowledges that by requiring such minimum insurance, Client has not assessed the risk that may be applicable to 2nd.MD under this Agreement. 2nd.MD shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. 2nd.MD is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy may be canceled without unconditional written notice to Client at least ten days before the effective date of the cancellation.

Worker's Compensation

| | |
|----------------------------------|----------------------------------|
| Statutory Benefits (Coverage A) | Statutory |
| Employers Liability (Coverage B) | \$1,000,000 Each Accident |
| | \$1,000,000 Disease/Employee |
| | \$1,000,000 Disease/Policy Limit |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Client. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

Commercial General Liability

| | |
|---------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations | \$1,000,000 |
| Personal / Advertising Injury | \$1,000,000 |
| Damage to rented Premises | \$300,000 |
| Medical Payments | \$5,000 |

The required commercial general liability policy must be issued on a form that insures 2nd.MD's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and be no less broad than and "following form" of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage must be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance must cover all professional services rendered by or on behalf of 2nd.MD and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, 2nd.MD agrees to purchase an Extended Reporting Period Endorsement, effective for two years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form may include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three years after the expiration of cancellation of this Agreement.

Cyber/Privacy Liability Insurance with limits of \$10,000,000 per event, \$10,000,000 aggregate covering network security/privacy liability, privacy regulatory proceedings (including fines and penalties), privacy event expenses (mandatory/voluntary notification costs, credit monitoring, call center services, forensic, and any other fees, costs, or expenses necessary to comply with any security breach notification law that may be applicable), and cyber extortion payments. 2nd.MD shall maintain for such length of time as necessary to cover any and all claims.

2nd.MD shall deliver to Client evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by 2nd.MD under this Agreement. Additional evidence of insurance must be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability must be endorsed and name the Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by 2nd.MD. Commercial General Liability and Business Auto Liability must be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement must include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy may be canceled without unconditional written notice to Client at least ten days before the effective date of the cancellation. All insurance policies must be endorsed to require the insurance carrier providing coverage to send notice to Client ten days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 10.03.

Any deductible or self-insured retention must be declared to and approved by Client prior to the performance of any services by 2nd.MD under this Agreement. 2nd.MD is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following Client contact: SOProcurement@tamus.edu.

The insurance coverage required by this Agreement must be kept in force until all Services have been fully performed.

ARTICLE XI LIMITATION OF LIABILITY

Section 11.01 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 11.02 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.03, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID TO 2ND.MD HEREUNDER WITHIN THE LAST TWELVE MONTH PERIOD.

Section 11.03 The exclusions and limitations in Section 11.02 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a Party's failure to comply with its obligations under Article VII (Ownership; Use Restrictions);
- (b) damages or other liabilities arising out of or relating to a Party's failure to comply with its obligations under Article VIII (Confidentiality; HIPAA Compliance; Data Security);
- (c) damages or other liabilities arising out of a Party's obligations under Section 10.01 (Indemnification); and
- (d) damages or other liabilities arising out of or relating to a Party's willful, fraudulent or grossly negligent acts or omissions.

ARTICLE XII TERMINATION; EFFECT OF TERMINATION

Section 12.01 Either Party may terminate this Agreement without cause in its sole discretion upon ninety (90) days' prior written notice to the other Party.

Section 12.02 In addition to the termination right set forth in Section 12.01 above, either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if:

- (a) the Defaulting Party materially breaches this Agreement, such breach is incapable of cure, or with respect to a material breach capable of cure, if the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; provided, however, that this cure period provision shall not be applicable to a repeat of substantially the same breach.
- (b) the Defaulting Party (i) becomes insolvent or admits its inability to pay its debts generally as they become

due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) any law or official interpretation of any such law renders any provision of this Agreement illegal under applicable law; provided however, that the Parties shall prior to such termination, enter into good faith negotiations to amend this Agreement so as to make it conform to applicable law while still maintaining the original purpose of this Agreement to the maximum extent possible. If the Parties fail to reach an agreement within thirty (30) days after the inception of such negotiations, then this Agreement shall terminate.

Section 12.03 Upon expiration or termination of this Agreement for any reason:

(a) Each Party shall (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, or incorporating the other Party's Confidential Information, (ii) permanently erase all of the other Party's Confidential Information from its computer systems other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, and (iii) certify in writing to the other Party that it has complied with the requirements of this clause. Notwithstanding the foregoing, each Party may retain a copy of the other Party's Confidential Information or materials to the extent necessary to comply with applicable law.

(b) The rights and obligations of the Parties set forth in Article VI, Section 7.04, Article VIII, Section 10.01, Section 10.02, Section 11.01, Section 11.02, Section 12.03, Section 14.07, Section 14.08, Section 14.10, Section 14.11 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIII FORCE MAJEURE

Section 13.01 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event which is beyond the reasonable control of such Party (each of the foregoing, a "**Force Majeure Event**"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Each Party shall, upon the reasonable request of the other Party, promptly execute such documents

and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 14.02 The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Section 14.03 Except as expressly provided in this Agreement, neither Party shall issue or release any marketing materials relating to this Agreement, or otherwise use the other Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Client agrees (i) that 2nd.MD may disclose the fact that Client is a Client of 2nd.MD and the types of services Client is receiving from 2nd.MD as part of its ordinary course of business (e.g. listing of Clients name and logo on its website, in its marketing presentations, and its social media and Member communication marketing materials); and (ii) that it will participate in one or more press release(s) with 2nd.MD about the Services.

Section 14.04 Any notices issued under this Agreement shall be deemed sufficient if in writing and sent by (i) hand delivery, (ii) first class, express mail, or other expedited mail service, certified or registered, with tracking (all postage prepaid), (iii) facsimile or other electronic means with a copy sent thereafter to confirm receipt by means of (i), (ii), or (iv), or (iv) nationally recognized, overnight courier service (all postage prepaid), in each case to the addresses set out below, or such other addresses as indicated by a Party to the other in writing. The day of receipt shall be deemed the date of delivery, in the case of (i) and (iii), the day following the day of delivery in the case of (iv), and five (5) business days following delivery in the case of (ii).

If to Client:

Judy Cato, Director
The Texas A&M University System
Moore/Connally Building
301 Tarrow Street, 5th Floor
College Station, TX 77840
s-meyer@tamus.edu

If to 2nd.MD:

Jason Melton
2nd.MD
9655 Katy Freeway, Suite 300, Houston, TX 77024
Jason@2nd.MD

Section 14.05 This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 14.06 Neither Party may assign, transfer or delegate any or all of its rights or obligations under this

Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement may be assigned by 2nd.MD to a third party acquiring all or substantially all of the assets or capital securities of 2nd.MD. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 14.07 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 14.08 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.09 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Texas.

Section 14.10 Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against the Client shall be in the county in which the primary office of the chief executive officer of the Client is located. At the time of the execution of this Agreement, such county is Brazos County, Texas.

Section 14.11 Alternative Dispute Resolution. Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Client and 2nd.MD to resolve any claim for breach of contract made by 2nd.MD:

A 2nd.MD claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate this process, 2nd.MD shall submit written notice, as required by subchapter B, to the Executive Vice Chancellor and Chief Financial Officer. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Client and 2nd.MD otherwise entitled to notice under the parties' contract. Compliance by 2nd.MD with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is 2nd.MD's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Client if the parties are unable to resolve their disputes. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Client nor any other conduct of any representative of the Client relating to the contract

shall be considered a waiver of sovereign immunity to suit.

The submission, processing, and resolution of 2nd.MD's claim are governed by the published rules adopted by the Office of the Attorney General, pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended. These rules are found at 1TAC Ch. 68. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by 2nd.MD, in whole or in part.

The designated individual responsible on behalf of the Client for examining any claim or counterclaim and conducting any negotiations related thereto as required under 2260.052 of House Bill 826 of the 76th Legislature shall be the Executive Vice Chancellor and Chief Financial Officer.

Section 14.12 Each Party acknowledges that a breach by a Party of Article VII (Ownership; Use Restrictions) or Article VIII (Confidential Information; HIPAA Compliance; Data Security) may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief to the extent allowed by law, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 14.13 Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Section 14.14 Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, 2nd.MD agrees that any payments owing to 2nd.MD under this Agreement may be applied directly toward certain debts or delinquencies that 2nd.MD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Section 14.15 Previous Employment. 2nd.MD acknowledges and understands that Section 2252.901, Texas Government Code, prohibits Client from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months.

Section 14.16 State Auditor's Office. 2nd.MD understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. 2nd.MD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. 2nd.MD will include this provision in all contracts with permitted subcontractors.

Section 14.17 Access by Individuals with Disabilities. If determined to be applicable by Client, 2nd.MD shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary

Product Accessibility Template (“VPAT”) attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the “EIR”) or provide a similarly-formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. Client may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If 2nd.MD should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, 2nd.MD shall notify Client of its remediation plan. 2nd.MD shall, within sixty (60) days of its knowledge of non-compliance, and at no cost to Client, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute. In the event 2nd.MD fails or is unable to satisfy the Accessibility Standards within that sixty (60) day period, Client may terminate this Agreement with thirty (30) days prior written notice.

Section 14.18 Certification as to Contracts with Companies Boycotting Israel. Pursuant to Texas Government Code § 2271.002, 2nd.MD certifies that 2nd.MD does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this provision, “boycott Israel” has the meaning provided in Texas Government Code § 808.001.

Section 14.19 Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, 2nd.MD certifies that 2nd.MD is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Client may terminate this Agreement if this certification is inaccurate.

Section 14.20 Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, 2nd.MD certifies that 2nd.MD is not ineligible to enter into this Agreement due to financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that Client may terminate this Agreement and withhold payment if this certification is inaccurate.

Section 14.21 Conflict of Interest. 2nd.MD and each person signing on behalf of 2nd.MD certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of Client or Client’s Board of Regents, nor any employee or person whose salary is payable in whole or in part by Client, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Section 14.22 Not Eligible for Rehire. 2nd.MD shall ensure that employees providing Services have not been designated by Client as Not Eligible for Rehire as defined in Client policy 32.02, Section 4.

Section 14.23 Public Information. 2nd.MD acknowledges that Client is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code (the “PIA”), in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Client’s written request, and at no cost to Client, 2nd.MD shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under the PIA to Client in a non-proprietary format acceptable to Client that is accessible by the public. As used in this provision, “public information” has the meaning assigned in Section 552.002 of the PIA. 2nd.MD acknowledges that Client may be required to post a copy of the fully-executed Agreement on Client’s website in compliance with Section 2261.253(a)(1) of the PIA.

Section 14.24 Records Retention. 2nd.MD shall (1) preserve all contracting information, as defined under Texas Government Code Section 552.003(7), related to this Agreement for the duration of this Agreement and for seven (7) years after the conclusion of this Agreement; (2) promptly provide Client with any contracting information related to this

Agreement that is in the custody or possession of 2nd.MD on request of Client; and (3) on completion of this Agreement, either (a) provide at no cost to Client all contracting information related to this Agreement that is in the custody or possession of 2nd.MD, or (b) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to Client. Furthermore, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and 2nd.MD agrees that this Agreement can be terminated if 2nd.MD knowingly or intentionally fails to comply with a requirement of that Subchapter J.

Section 14.25 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Accolade 2ndMD LLC ("2nd.MD")

DocuSigned by:
By: Rajeev Singh
8A6BF623E5A54B7...
Name: Rajeev Singh
Title: CEO
Date: 7/2/2021

DS
JD
The Texas A&M University System ("Client")

DocuSigned by:
By: Billy Hamilton
BEDCDB89EA78479...
Name: Billy Hamilton
Title: Deputy Chancellor & CFO
Date: 6/29/2021 | 12:25:41 CDT

Per the request of Client, the Services shall begin on: May 1, 2021 ("Services Start Date")

Exhibit A – 2nd.MD Services

- A. Service Overview:** 2nd.MD shall provide Services to Client's Members. Once a month, Client or Client's representative will electronically transmit the Member Census File to 2nd.MD. Members may also have the option to text a question (via 2nd.MD's secure mobile app) which will be answered directly by a Specialist within 24 hours. Upon receipt of an authorized medical consent form, 2nd.MD will collect the relevant Member medical records and provide the Member with written notes and recommendations from the Specialist.
- B. Medical Conditions Included:** Consultations available on the 2nd.MD platform include a range of medical conditions, currently covering over one hundred and twenty (120) of the American Board of Medical Specialties and over 3,000 diseases and conditions.
- C. Obtaining Service:** Members shall access 2nd.MD's Services, as defined in Section D below, by calling a toll-free number or logging into 2nd.MD's Website or Secure App. The Website and Secure App shall be available 24 hours a day, seven (7) days a week, excluding limited periods of maintenance, or periods of emergency maintenance, internet-wide disruptions, force majeure events, or attributable to Member's software or hardware used to attempt access. Live support is provided from 7:00 am - 7:00 pm CST on Monday through Friday. 2nd.MD will return calls within one (1) hour from 7:00 pm – 10:00 pm CST on Monday through Friday, and from 7:00 am – 7:00 pm on Saturdays. 2nd.MD's office will be closed on the following holidays: New Years' Day; Good Friday; Independence Day; Thanksgiving Day; Christmas Eve; and Christmas Day.
- D. Service Specifics:** 2nd.MD's Services will include the following. Only Expert Medical Consultations shall count toward Utilization.
1. **Expert Medical Consultation:** Members select a Specialist with the assistance of the Care Team from 2nd.MD's list of medical Specialists that are located in the United States. Members share their medical background with 2nd.MD's Care Team, as defined below. At Member's request, the Care Team schedules a Consultation with the selected Specialist. The Member may speak with a Specialist by secure video or phone. Following the Consultation, written notes and recommendations from the Specialist will be available to Members via the Website, or postmarked in the mail to the Member's provided address.
 2. **Specialty Care Navigation:** Members receive guidance via various 2nd.MD communication channels on the Member's healthcare journey by 2nd.MD condition-specific Care Team nurses. This clinical guidance includes condition-specific education, high-touch coaching, scheduling Expert Medical Consultations, and other services that helps Members navigate the complexities of managing their health and achieving better health outcomes.
 3. **Personalized Local Support:** 2nd.MD shall provide the Member with support and education, which may include recommendations of a local, in-network physician, if requested by the Member. 2nd.MD will use Member's location and specific case needs to locate a physician for the Member's needs.
 4. **Records Retrieval Requests:** 2nd.MD will retrieve, digitize, index, and securely store in the member portal, medical records from facility and provider locations as identified by the Member.
- E. Care Team Roles and Responsibilities:** A member of the 2nd.MD Care Team shall be assigned to each Member's case. The "Care Team" shall be comprised of doctors, nurses and other medical professionals hired by 2nd.MD, who will listen to the Members' medical concerns and assist them through the Consultation process, including the creation of a Member profile, the selection and scheduling of an appropriate medical Specialist and the retrieval and secure digitization of the Member's medical records. 2nd.MD's post-session follow-up with Members will include Consultation satisfaction ratings and effectiveness surveys to evaluate the impact of the Consultation service.
- F. Response Time:** 2nd.MD will respond to a Member's request within 48 hours. 2nd.MD will endeavor to provide

Member available times for a Consultation with a Specialist within three (3) business days on average from the Member's selection of a Specialist and the receipt of all information and approvals required to obtain Member's medical records.

G. Member's Relationship with Specialist: Client acknowledges that the Services provided by Specialists that participate in the 2nd.MD platform and/or Care Team (1) do not replace a Member's relationship with his/her doctor and that the Services do not create or constitute a physician-patient relationship; (2) do not constitute medical advice, diagnosis, or treatment by or from the Specialist and/or Care Team; (3) that all medical and clinical information provided by the Specialist and/or Care Team (whether via telephone, video, the Secure App, the Website, electronic mail, or in connection with any communications supported by 2nd.MD) is intended for general informational purposes only; and (4) that Specialist and/or Care Team does not give prescriptions, perform physical evaluations, or treat any disease or condition.

H. Communications: 2nd.MD will work with Client to agree on appropriate communication tactics to Client's specific membership. 2nd.MD will coordinate and bear the cost of design, printing, mailing, and email distribution services on behalf of Client for 2nd.MD marketing materials. Configurable 2nd.MD marketing materials are available at no additional cost to Client. 2nd.MD also provides key member communication translated into Spanish at no cost. Additional language translation services of materials are available for a fee. 2nd.MD shall obtain Client's approval to proposed uses of Client's name and logo prior to 2nd.MD's use of Client's name or logo on Member marketing materials.

Client shall agree to, and collaborate on, best practice communication activities as part of the Services:

1. Client or its representative must deliver the Member Census File on a monthly basis. Go-live file will be delivered three (3) weeks before Services Start Date.
2. 2nd.MD will communicate with activated Members about 2nd.MD Services as appropriate. Member agrees to terms and conditions when activating membership through 2nd.MD portal, and can unsubscribe to 2nd.MD communications at any time.
3. Client will participate in quarterly new hire campaign, where 2nd.MD sends a quarterly communication to all new employees who have 2nd.MD as a new benefit. 2nd.MD bears the cost of development and distribution. These campaigns are configurable to include client's logo, URL, phone number, eligibility language and any applicable plan design specifics (penalty, incentive, mandatory, etc.)
4. Client will participate in 2nd.MD's REACH precision campaign, which leverages 2nd.MD's predictive model to identify members within the client's population who would most likely benefit from an expert medical opinion. This strategy uses a multi-channel communications approach (outbound call, text, email, direct mail, social) to reach high-value members.
5. Client will participate in our year-long awareness campaign, where members will receive a reminder about 2nd.MD Services on a quarterly basis via mail and/or email. 2nd.MD bears the cost of development and distribution. These campaigns are configurable to include client's logo, URL, phone number, eligibility language and any applicable plan design specifics (penalty, incentive, mandatory, etc.).

Exhibit B – Fee Schedule

A. **Fees:**

1. Client agrees to pay 2nd.MD a fee of \$3.00 Per Employee Per Month (“PEPM”). PEPM pricing is inclusive of the following unlimited Services: Expert Medical Consultations, Specialty Care Navigation, Personalized Local Support, and REACH if applicable, in addition to all 2nd.MD communications, file feeds, and integrations. This Fee will include spouse and dependents. If a Member fails to provide notice of cancellation or change prior to twenty-four (24) hours in advance of the scheduled Consultation time, the missed Consultation will count toward Utilization.
2. Client employee counts for each year of the Agreement will be based on the prior year’s May through April average.
3. Within 30 days of the end of each year of the Agreement, 2nd.MD will determine the actual Client Employee count, as listed in the Member Census File. If the actual Client Employee count varies by more than 5%, an adjustment for the amount above or below the 5% acceptable variance will be made to the amount due from the Client to 2nd.MD. Additionally, in the event Client adds a System Member increasing the Client Employee count by more than 5% or has a reduction in force decreasing the Client Employee count by more than 5%, the Client Employee count used for fee calculations will be adjusted accordingly on the following month’s invoice.

B. **Invoicing:**

1. 2nd.MD shall issue monthly invoices to Client for the following month’s coverage. The invoice must be submitted to Client at the address specified in Section 14.04 of the Agreement or scanned and emailed to s-meyer@tamus.edu. Payment will be made in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

C. **Performance Guarantee:**

1. **Member Satisfaction Performance Guarantee**

- a. 2nd.MD endeavors to deliver an excellent customer experience, as measured by the industry standard Net Promoter Score (“NPS”), which ranges from -100 to +100 points. NPS measures the loyalty that exists between a company and its customers. An excellent customer experience is considered an NPS of +50. The average NPS in healthcare is between +15 and +25.
- b. 2nd.MD agrees to put up to one hundred (100%) percent of Fees at risk if 2nd.MD’s NPS is less than +50 over the duration of the Term of this Agreement.
- c. Member Satisfaction Performance Guarantee will only apply if 2nd.MD receives a minimum of 100 survey responses during the Term.
- d. Calculation of Member Satisfaction Performance Guarantee: At the end of the Term, if 2nd.MD’s NPS score over the duration of the Term is below the +50 NPS target, for every one (1) point below the +50 NPS target, 2% percent of Fees paid to 2nd.MD by Client will be repaid to Client.
 - i. Example: If 2nd.MD’s NPS is +45, 10% of Fees would be repaid to Client.

$$(+50) - (+45) = 5 \times \text{multiplier of } 2\% = 10\%$$

Exhibit D – REACH

This Exhibit D - REACH is applicable to 2nd.MD's provision of the REACH Services.

A. Definitions.

1. “**Client's Plan**” shall mean the Plan Sponsor or Plan Administrator.
2. “**Participant**” means a Member who has been identified by Client or Client's Plan or 2nd.MD as eligible to receive 2nd.MD REACH Services.
3. “**REACH Services**” is a comprehensive, proactive outreach program that uses claims data and predictive model algorithms to engage Members who are on the path to a High Impact Condition before it happens as further described in Section B of this Exhibit D.

B. REACH Services. 2nd.MD's REACH Services include the following:

1. Client, Client's Plan, or 2nd.MD will identify Members for referral to 2nd.MD for REACH Services.
2. Client or Client's Plan shall send 2nd.MD usable batch files of Participants eligible to receive 2nd.MD Services via secure electronic delivery (“**REACH File**”) on a mutually agreed upon timeframe. 2nd.MD can accommodate daily files.
3. Once 2nd.MD receives the REACH File, 2nd.MD will make an outreach to a Participant identified in the REACH File.
4. 2nd.MD will inform Participant that they may elect to participate in REACH to obtain 2nd.MD's Services.
5. Once a Participant completes and submits 2nd.MD's medical records release form, the 2nd.MD Consultation proceeds according to the Services as described in Exhibit A.

C. REACH File Format. REACH File shall contain the information in one or several of the REACH File Format approaches, below. The Parties agree that the REACH File Format may be amended as mutually agreed to by the Parties and that 2nd.MD may implement parallel outreach approaches using multiple file types, as mutually agreed to by the Parties. The file should be in CSV format, and must be placed on the 2nd.MD SFTP folder for privacy and protection. 2nd.MD will set up SFTP.

1. Approach A: 2nd.MD Identified Members through Claims Data

- (a) File Naming Convention should be: YYMMDD_ClientName_Claims.csv”
- (b) 2nd.MD requests one (1) year historical claims records for initial data analysis. To activate the Performance Guarantees described in Exhibit B – Fee Schedule, Section C, 2nd.MD requires one (1) year historical claims records for initial data analysis, to be received by 2nd.MD within the first thirty (30) days of the Services Start Date.
- (c) File Layout

| Field Name | Required / Optional | Data Type / Format | Description |
|-------------|---------------------|-----------------------------|--|
| CaseID | R | Numeric (up to 20 digits) | External Unique Identifier for the case from the data provider |
| FileDate | R | MM/DD/YYYY | Date file is pulled from the data provider's system |
| FirstName | R | Text (up to 255 characters) | First Name of the person using the service |
| LastName | R | Text (up to 255 characters) | Last Name of the person using the service |
| DateOfBirth | R | MM/DD/YYYY | Date of Birth of the person using the service |

| | | | |
|----------------------|----|-----------------------------|---|
| MemberID | R | Text (up to 255 characters) | External Unique ID (must be specific to member and cannot change) Must match the External Unique ID provided for eligibility |
| CorporateID | R* | Text (up to 255 characters) | * Required for companies with a parent company; otherwise optional External Unique ID for the employer |
| CorporateName | O | Text (up to 255 characters) | External Company Name for the employer |
| Email | R* | Text (up to 255 characters) | * Required if used as activation identifier; otherwise highly recommended to send Email address for the person using the service |
| SSN | R* | Text (4 characters) | *SSN field is available only for legacy clients * Required if used as activation identifier Last 4 digits of the SSN of the person using the service |
| Gender | O* | Text (1 character) | * Optional but highly recommended to send Gender of the person using the service - Valid values: M, F, U |
| Address1 | R | Text (up to 255 characters) | Mailing Address Line 1 of the person using the service |
| Address2 | O | Text (up to 255 characters) | Mailing Address Line 2 of the person using the service |
| City | R | Text (up to 255 characters) | Mailing City of the person using the service |
| State | R | Text (2 characters) | 2-character abbreviation of the Mailing State of the person using the service |
| ZipCode | R | Numeric (5 digits) | 5-digit Zip Code of the person using the service |
| PhoneNumber | R | Text (digits only) | Primary contact phone number for the person using the service |
| SecondaryPhoneNumber | O* | Text (digits only) | * Optional but highly recommended to send Alternate contact phone number for the person using the service |
| ProcedureDescription | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |

| | | | |
|----------------------------|----|-----------------------------|---|
| ProcedureDate | R | MM/DD/YYYY | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service |
| CPTCode | R | Numeric (5 digits) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. CPT Code for the procedure/service |
| PrimaryCPT | R | Text (up to 3 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Indicator to identify if the record contains the primary CPT code - Valid values: Yes, No |
| FacProvID | O | Text (10 characters) | Facility Provider NPI - Hospital Unique Identifier |
| FacProvName | R | Text (up to 255 characters) | Facility Provider Name - Hospital Name |
| FacProvMedicareAccepted | O | Text (1 character) | Indicator to identify if Medicare is accepted by the facility - Valid values: Y, N |
| SvcProvTIN | O | Numeric (up to 15 digits) | Provider's Tax ID Number |
| SvcProvID | O | Number (10 digits) | Provider's NPI, National Provider Number |
| SvcProvName | O* | Text (up to 255 characters) | * Optional but highly recommended to be sent Service Provider Name - Doctor/Surgeon Name |
| SvcProvMedicareAccepted | O | Text (1 character) | Indicator to identify if Medicare is accepted by the service provider - Valid values: Y, N |
| DiagnosticImageDescription | O | Text (up to 255 characters) | Diagnostic Image Description |
| DiagnosticDescription | O | Text (up to 255 characters) | Diagnostic Description |
| Diagnostic Date | O | Text (up to 255 characters) | Diagnostic Date |
| ICD10Code | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. ICD-10 Code |
| MedicationDescription | O | Text (up to 255 characters) | Medication Description |
| MedicationDate | O | Text (up to 255 characters) | Medication Date |

| | | | |
|-----------------------|----|-----------------------------|--|
| NDCCode | R* | Text (up to 255 characters) | <p>* Required for pharmacy claims</p> <p>Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported.</p> <p>NDC Code</p> |
| Carrier | O* | Text (up to 255 characters) | <p>* Optional but highly recommended to be sent</p> <p>Carrier Name</p> |
| BenefitPlan | O | Text (up to 255 characters) | Benefit Plan Name |
| BenefitPlanExternalId | O | Text (up to 255 characters) | Benefit Plan ID |
| CoverageTier | O | Text (up to 255 characters) | Coverage Tier |
| RelationshipType | R* | Text (up to 255 characters) | <p>* Required if the person using the service is a dependent; otherwise send blank if the person using the service is the subscriber</p> <p>Relationship to the subscriber - Valid values: Self, Spouse, Child, Parent, Grandparent, Sibling, Adult Child, Other</p> |
| SubscriberID | R* | Text (up to 255 characters) | <p>* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service</p> <p>Subscriber ID (must be specific to subscriber and cannot change) Must match the External Unique ID provided for eligibility</p> |
| SubscriberFirstName | R* | Text (up to 255 characters) | <p>* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service</p> <p>Subscriber's First Name</p> |
| SubscriberLastName | R* | Text (up to 255 characters) | <p>* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service</p> <p>Subscriber's Last Name</p> |

| | | | |
|-------------------------------|----|------------------------------------|--|
| SubscriberDateofBirth | R* | MM/DD/YYYY | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Date of Birth |
| SubscriberEmail | R* | Text (up to 255 characters) | * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's email address Must match the email address provided for eligibility |
| SubscriberZip | R* | Numeric (5 digits) | * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's zip code Must match the zip code provided for eligibility |
| SubscriberSSN | R* | Text (4 characters) | *SSN field is available only for legacy clients * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Last 4 digits of the Subscriber's SSN Must match the SSN provided for eligibility |
| SubscriberGuardianPhoneNumber | O | Text (12 digits, including dashes) | Blank if the subscriber (employee) is the person using the service Subscriber's primary phone number |
| SubscriberGuardianGender | O | Text (1 character) | Blank if the subscriber (employee) is the person using the service Subscriber's gender Valid values: M, F, U |
| ExtraInfo | O | Text (up to 255 characters) | Client defined field |
| SubscriberExtraInfo | O | Text (up to 255 characters) | Client defined field |

2. **Approach B: Carrier Identified Members**

- (a) File Naming Convention should be: YYMMDD_ClientName_Reach.csv”
- (b) File Layout

| Field Name | Required / Optional | Data Type / Format | Description |
|----------------------|---------------------|-----------------------------|---|
| CaseID | R | Numeric (up to 20 digits) | External Unique Identifier for the case from the data provider |
| FileDate | R | MM/DD/YYYY | Date file is pulled from the data provider's system |
| FirstName | R | Text (up to 255 characters) | First Name of the person using the service |
| LastName | R | Text (up to 255 characters) | Last Name of the person using the service |
| DateOfBirth | R | MM/DD/YYYY | Date of Birth of the person using the service |
| MemberID | R | Text (up to 255 characters) | External Unique ID (must be specific to member and cannot change) Must match the External Unique ID provided for eligibility |
| CorporateID | R* | Text (up to 255 characters) | * Required for companies with a parent company; otherwise optional External Unique ID for the employer |
| CorporateName | O | Text (up to 255 characters) | External Company Name for the employer |
| Email | R* | Text (up to 255 characters) | * Required if used as activation identifier; otherwise highly recommended to send Email address for the person using the service |
| Gender | O* | Text (1 character) | * Optional but highly recommended to send Gender of the person using the service - Valid values: M, F, U |
| Address1 | R | Text (up to 255 characters) | Mailing Address Line 1 of the person using the service |
| Address2 | O | Text (up to 255 characters) | Mailing Address Line 2 of the person using the service |
| City | R | Text (up to 255 characters) | Mailing City of the person using the service |
| State | R | Text (2 characters) | 2-character abbreviation of the Mailing State of the person using the service |
| ZipCode | R | Numeric (5 digits) | 5-digit Zip Code of the person using the service |
| PhoneNumber | R | Text (digits only) | Primary contact phone number for the person using the service |
| SecondaryPhoneNumber | O* | Text (digits only) | * Optional but highly recommended to send Alternate contact phone number for the person using the service |
| ProcedureDescription | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |
| ProcedureDate | R | MM/DD/YYYY | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. |

| | | | |
|-----------------------|----|-----------------------------|--|
| | | | Date of the procedure/service |
| CPTCode | R | Numeric (5 digits) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. CPT Code for the procedure/service |
| PrimaryCPT | R | Text (up to 3 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Indicator to identify if the record contains the primary CPT code - Valid values: Yes, No |
| Carrier | O* | Text (up to 255 characters) | * Optional but highly recommended to be sent Carrier Name |
| RelationshipType | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the person using the service is the subscriber Relationship to the subscriber - Valid values: Self, Spouse, Child, Parent, Grandparent, Sibling, Adult Child, Other |
| SubscriberID | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber ID (must be specific to subscriber and cannot change) Must match the External Unique ID provided for eligibility |
| SubscriberFirstName | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's First Name |
| SubscriberLastName | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Last Name |
| SubscriberDateofBirth | R* | MM/DD/YYYY | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Date of Birth |
| SubscriberEmail | R* | Text (up to 255 characters) | * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service |

| | | | |
|------------------------------|----|-----------------------------|---|
| | | | Subscriber's email address Must match the email address provided for eligibility |
| SubscriberZip | R* | Numeric (5 digits) | * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's zip code Must match the zip code provided for eligibility |
| ICD10DiagnosisDescription | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |
| ICD10DiagnosisDate | R | MM/DD/YYYY | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service |
| ICD10Code | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. ICD10 Code for the procedure/service |
| NDCMedicationDescriptionCode | R* | Text (up to 255 characters) | * Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |
| NDCMedicationDate | R* | MM/DD/YYYY | * Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service |
| NDCCode | R* | Text (up to 255 characters) | * Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. NDC Code for the procedure/service |

3. **Approach C: Carrier-Provided Prior Authorization Files.**

- i. File Naming Convention should be: YYMMDD_ClientName_Reach.csv”
- ii. File Layout

| Field Name | Required / Optional | Data Type / Format | Description |
|----------------------|---------------------|-----------------------------|---|
| CaseID | R | Numeric (up to 20 digits) | External Unique Identifier for the case from the data provider |
| FileDate | R | MM/DD/YYYY | Date file is pulled from the data provider's system |
| FirstName | R | Text (up to 255 characters) | First Name of the person using the service |
| LastName | R | Text (up to 255 characters) | Last Name of the person using the service |
| DateOfBirth | R | MM/DD/YYYY | Date of Birth of the person using the service |
| MemberID | R | Text (up to 255 characters) | External Unique ID (must be specific to member and cannot change) Must match the External Unique ID provided for eligibility |
| CorporateID | R* | Text (up to 255 characters) | * Required for companies with a parent company; otherwise optional External Unique ID for the employer |
| CorporateName | O | Text (up to 255 characters) | External Company Name for the employer |
| Email | R* | Text (up to 255 characters) | * Required if used as activation identifier; otherwise highly recommended to send Email address for the person using the service |
| Gender | O* | Text (1 character) | * Optional but highly recommended to send Gender of the person using the service - Valid values: M, F, U |
| Address1 | R | Text (up to 255 characters) | Mailing Address Line 1 of the person using the service |
| Address2 | O | Text (up to 255 characters) | Mailing Address Line 2 of the person using the service |
| City | R | Text (up to 255 characters) | Mailing City of the person using the service |
| State | R | Text (2 characters) | 2-character abbreviation of the Mailing State of the person using the service |
| ZipCode | R | Numeric (5 digits) | 5-digit Zip Code of the person using the service |
| PhoneNumber | R | Text (digits only) | Primary contact phone number for the person using the service |
| SecondaryPhoneNumber | O* | Text (digits only) | * Optional but highly recommended to send Alternate contact phone number for the person using the service |
| ProcedureDescription | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |
| ProcedureDate | R | MM/DD/YYYY | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. |

| | | | |
|-----------------------|----|-----------------------------|--|
| | | | Date of the procedure/service |
| CPTCode | R | Numeric (5 digits) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. CPT Code for the procedure/service |
| PrimaryCPT | R | Text (up to 3 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Indicator to identify if the record contains the primary CPT code - Valid values: Yes, No |
| Carrier | O* | Text (up to 255 characters) | * Optional but highly recommended to be sent Carrier Name |
| RelationshipType | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the person using the service is the subscriber Relationship to the subscriber - Valid values: Self, Spouse, Child, Parent, Grandparent, Sibling, Adult Child, Other |
| SubscriberID | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber ID (must be specific to subscriber and cannot change) Must match the External Unique ID provided for eligibility |
| SubscriberFirstName | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's First Name |
| SubscriberLastName | R* | Text (up to 255 characters) | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Last Name |
| SubscriberDateofBirth | R* | MM/DD/YYYY | * Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Date of Birth |
| SubscriberEmail | R* | Text (up to 255 characters) | * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service |

| | | | |
|------------------------------|----|-----------------------------|---|
| | | | Subscriber's email address Must match the email address provided for eligibility |
| SubscriberZip | R* | Numeric (5 digits) | * Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's zip code Must match the zip code provided for eligibility |
| ICD10DiagnosisDescription | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |
| ICD10DiagnosisDate | R | MM/DD/YYYY | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service |
| ICD10Code | R | Text (up to 255 characters) | Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. ICD10 Code for the procedure/service |
| NDCMedicationDescriptionCode | R* | Text (up to 255 characters) | * Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service |
| NDCMedicationDate | R* | MM/DD/YYYY | * Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service |
| NDCCode | R* | Text (up to 255 characters) | * Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. NDC Code for the procedure/service |

Exhibit E – Business Associate Agreement (TAMUS to provide their version that was included in the RFP).

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) between The Texas A&M University System (“A&M System”), an agency of the State of Texas, on behalf of the A&M Care Plan (“Covered Entity”) and Accolade 2ndMD LLC (“Business Associate”), shall be effective as of May 1, 2021 (the “Effective Date”). All terms used in this Agreement and not defined herein which are defined under Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), including 45 C.F.R. Parts 160 and 164 (“Privacy Rule”), shall have the meanings set forth in the applicable definition under HIPAA.

Covered Entity and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create, maintain, and use health information that is protected by state and/or federal law.

Pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information” or “PHI”).

Pursuant to HIPAA, HHS issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”).

In order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI.

On February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards.

The HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to Business Associates.

The HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as Business Associates.

The Texas Legislature has adopted certain privacy and security requirements that are more restrictive than those required by HIPAA and HITECH, and such requirements are applicable to Business Associates as

“Covered Entities” as defined by Texas law; and because Business Associate and Covered Entity desire to enter into this Business Associate Agreement, in consideration of the mutual promises set forth in this Agreement and the applicable Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. Definitions

- a. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in HIPAA. For the avoidance of doubt, this Agreement shall supersede and replace the Texas A&M University System HIPAA Business Associate Agreement entered into between the Covered Entity and Business Associate on April 17, 2015.
- b. “**Business Associate**” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- c. “**Breach**” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.
- d. “**Covered Entity**” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- e. “**Data Aggregation Services**” shall mean the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.
- f. “**Electronic Protected Health Information**” shall mean Protected Health Information that is transmitted or maintained in Electronic Media.
- g. “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- h. “**HIPAA Breach Notification Rule**” shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Part 164 (Subpart D).
- i. “**HIPAA Privacy Rule**” shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164 (Subparts A & E).

- j. **“HIPAA Security Rule”** shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164 (Subparts A & C).
- k. **“HITECH Act”** shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required.
- l. **“Protected Health Information or PHI”** shall mean Protected Health Information, as defined in 45 CFR § 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of Covered Entity by Business Associate in performance of the Underlying Services.
- m. **“Underlying Services”** shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Business Associate for Covered Entity pursuant to the Underlying Services Agreement.
- n. **“Underlying Services Agreement”** shall mean the written agreement(s) (other than this Agreement) by and between the parties as amended as set forth in the attached schedule by and between the parties pursuant to which Business Associate access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Business Associate to Covered Entity or in performance of Business Associate’s obligations under such agreement(s).

II. Business Associate Obligations.

Business Associate may receive from Covered Entity, or create or receive or maintain on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards the HITECH Act, or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.

III. Use of Protected Health Information

Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business

Arrangements, (ii) for Data Aggregation Services (as herein defined), and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. For avoidance of doubt, under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity. To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

IV. Disclosure of Protected Health Information

Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Business Associate recognizes that under the HIPAA/HITECH Omnibus Final Rule, Business Associates may not disclose PHI in a way that would be prohibited if Covered Entity made such a disclosure. Any disclosures made by Business Associate will comply with minimum necessary requirements under the Privacy Rule and related regulations.

Business Associate shall not, and shall provide that its directors, officers, employees, subcontractors, and agents, do not disclose PHI to any other person (other than members of their respective workforce), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

- a.) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;
- b.) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and,
- c.) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate's obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them as memorialized in a business associate agreement pursuant to the HIPAA/HITECH Omnibus Final Rule. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement

In addition to Business Associate's obligations under Section IX, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

V. Access to and Amendment of Protected Health Information

Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Any such amendments shall be made in such a way as to record the time and date of the change, if feasible, and in accordance with any subsequent requirements promulgated by the Texas Medical Board with respect to amendment of electronic medical records by HIEs. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.

VI. Accounting of Disclosures

Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

VII. Records and Audits

Business Associate shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

VIII. Implementation of Security Standards; Notice of Security Incidents

Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and

Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

IX. Data Breach Notification and Mitigation

HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including ePHI, which compromises the security or privacy of the PHI/ePHI. A breach is presumed to have occurred unless there is a low probability that the PHI has been compromised based on a risk assessment of at least the factors listed in 45 C.F.R. § 164.402(2)(i)-(iv) (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. § 164.404 governs the determination of the date of discovery of a HIPAA Breach. In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between this section, the Confidentiality Requirements, Section 521 of the Texas Business and Commerce Code, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity without unreasonable delay and in no event later than the earlier of the maximum of time allowable under applicable law or three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.

Reporting a Breach. Without unreasonable delay and no later than the earlier of the maximum of time allowable under applicable law or five (5) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 et seq. Specifically, if the

following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:

- a.) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- b.) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;
- c.) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
- d.) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and,
- e.) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described above.

X. Termination

This Agreement shall commence on the Effective Date.

Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

Upon termination of this Agreement for any reason, Business Associate agrees:

- a.) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or,
- b.) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

XI. Miscellaneous

Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity:
Ms. Judy Cato
Director
Moore/Connally Building
301 Tarrow, 5th Floor
College Station, TX 77840

Business Associate:
Megan Christoph
Legal Counsel and Privacy Officer
9655 Katy Freeway
Suite 300
Houston, TX 77024

Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Brazos County, Texas.

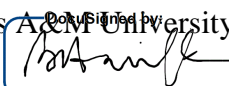
Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

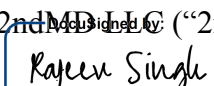
[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

The Texas A&M University System
By: 
Name: Billy Hamilton
Title: Deputy Chancellor & CFO
Date: 6/29/2021 | 12:25:41 CDT

BUSINESS ASSOCIATE:

Accolade 2nd MD LLC ("2nd.MD")
By: 
Name: Rajeev Singh
Title: CEO
Date: 7/2/2021

Certificate Of Completion

Envelope Id: 0CAAB2B0DBDE4C6FA3248A3A6FEF6763

Status: Completed

Subject: Please DocuSign: Texas AM-2nd.MD - Service Agreement - 2021-06-29 (Clean).docx

Source Envelope:

Document Pages: 41

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 2

Jacqueline Gibson

AutoNav: Enabled

100 Phoenix Drive

Envelopeld Stamping: Enabled

Suite 111

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ann Arbor, MI 48108

jgibson@tamus.edu

IP Address: 128.194.24.174

Record Tracking

Status: Original

Holder: Jacqueline Gibson

Location: DocuSign

6/29/2021 10:29:54 AM

jgibson@tamus.edu

Signer Events**Signature****Timestamp**

Joseph Duron



Sent: 6/29/2021 10:58:37 AM

Duron@tamus.edu

Viewed: 6/29/2021 12:05:35 PM

Executive Director, Budgeting & Accounting

Signed: 6/29/2021 12:05:47 PM

Texas A&M University System

Signature Adoption: Uploaded Signature Image

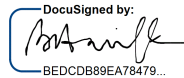
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Billy Hamilton



Sent: 6/29/2021 12:05:49 PM

BHamilton@tamus.edu

Viewed: 6/29/2021 12:25:28 PM

Deputy Chancellor and Chief Financial Officer

Signed: 6/29/2021 12:25:41 PM

Texas A&M University System

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication (None)

Using IP Address: 107.77.222.4

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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| Completed | Security Checked | 6/29/2021 12:25:41 PM |
| Payment Events | Status | Timestamps |