



MASTER SOFTWARE LICENSE AND IAAS SERVICES AGREEMENT

This MASTER SOFTWARE LICENSE AND IAAS SERVICES AGREEMENT ("Agreement"), executed on and dated the **11th** day of **November, 2020** is by and between **The Texas A&M University System**, ("Licensee" or "Company"), whose mailing address is **301 Tarrow, Suite 361, College Station, TX 77840-7896** and **1099 Pro Inc.**, ("Licensor" or "Supplier"), whose mailing address is **23901 Calabasas Road, Suite 2080 Calabasas, CA 91302**.

RECITALS

- a) This Agreement is a legal agreement between Licensee and Licensor for the 1099 Pro Software technology that displays this Agreement, including any associated media, printed materials, and electronic documentation (the "SOFTWARE"), and for Infrastructure as a Service (IaaS) related service offerings ("IAAS SERVICES") as defined in Exhibit IV of the Statement of Work executed concurrently with this Agreement. The SOFTWARE may also include SOFTWARE updates, add-on components, web services, and/or supplements that the Licensor may provide to Licensee or make available to Licensee after the date Licensee obtains the initial copy of the SOFTWARE.
- b) The SOFTWARE is protected by intellectual property laws and treaties. The SOFTWARE is licensed, not sold.
- c) This Agreement also applies to Supplier's IAAS SERVICES.
- d) This Agreement applies to all versions of 1099 Pro Software including but not limited to Client/Server, ASP, Network, Prior Years, and Multi-User versions of 1099 Pro SOFTWARE, and to all IAAS SERVICES provided by the Supplier.

In consideration of the mutual promises set forth herein, the parties agree as follows:

1) GRANT OF LICENSE.

- a) This Agreement grants Licensee a limited, non-exclusive, license to use the SOFTWARE, including the following rights:
 - i) Licensee may install this SOFTWARE'S Web Update Workstation (Server) on a SINGLE Windows computer at a:
 - (1) SINGLE location for Production data.
 - (2) SINGLE location for Test data (data which will not be filed with Government Agencies).
 - (3) SINGLE location for Disaster Recovery to be utilized for filing only in the event that the Production data is corrupt or not available.
 - ii) The Server may be accessed by as many Users at the same location as the SOFTWARE was licensed to be used.
 - iii) Licensee may not install or permit any other party to install the SOFTWARE on any computers which have not been specifically licensed for installation and use of the SOFTWARE.
 - iv) The right to use the SOFTWARE, subject to the other terms and conditions herein, is contingent on the full payment of all sums due to the Licensor.

- 2) **IAAS SERVICES.** Supplier to provide, maintain, or support Infrastructure as a Service (IaaS) related offerings, as specified in Exhibit IV of the Statement of Work executed concurrently with this Agreement, to Company in connection with Company's access to, and use of, Supplier SOFTWARE
- 3) **TERM.** This Agreement shall be for a term specified in the Statement of Work accompanying this Agreement. In the event the Licensor decides to terminate this Agreement, it may do so after such initial term stated in the Statement of Work at any time by delivering to the Licensee a written notice of such intention, and the passage of ninety (90) days thereafter. This Agreement shall also be terminable immediately by the Licensor for good cause prior to the end of the foregoing term, with written notice to the Licensee of the exercise of such right and a description of the facts constituting good cause. Good cause shall include, without limitation: (1) non-payment; and (2) excessive and/or offensive demands for services provided by the Licensor and its employees and representatives. In the event a dispute arises as to whether good cause exists, the LICENSE nevertheless shall be deemed terminated upon receipt by the Licensee of notice of such termination immediately, and any dispute regarding the validity of such termination shall not affect such termination.
- 4) **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
- a) **Limitations on Reverse Engineering, Decompilation, and Disassembly.** Licensee may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by Licensor.
 - b) **Trademarks.** This AGREEMENT does not grant Licensee any rights in connection with any trademarks or service marks of Licensor or its suppliers.
 - c) **No rental, leasing or commercial hosting.** Licensee may not rent, lease, lend or provide commercial hosting services to third parties with the SOFTWARE.
 - d) **Support Services.** Licensor may provide Licensee with certain support services related to the SOFTWARE ("Support Services"). Use of Support Services is governed and limited by the policies and programs described in the user manual, in "online" documentation, or in other materials from the support services provider. Any supplemental SOFTWARE codes provided to Licensee as part of the Support Services are considered part of the SOFTWARE and subject to the terms and conditions of this AGREEMENT. Licensee acknowledges and agrees that Licensor may use technical information Licensee provides to Licensor as part of the Support Services for its business purposes, including for product support and development.
 - i) Windows 3.XX, 95, 98, ME, Microsoft Server 2008 R2 and below ARE NOT SUPPORTED.
 - e) **Termination.** Without prejudice to any other rights, Licensor or its suppliers may terminate this AGREEMENT if Licensee fails to comply with any material terms and conditions of this AGREEMENT. Should Licensee breach the CONFIDENTIALITY CLAUSE below then Licensee must destroy all copies of the SOFTWARE and all of its component parts and disclose to Licensor all details of said breach.
- 5) **LICENSOR'S OWNERSHIP RIGHTS; FEEDBACK.** Licensor owns all copies, modifications and derivative works of the Software including any incorporated "Feedback".

Licensee does not acquire any ownership rights in Licensor's Software. "Feedback" means any feedback, comments, suggestions or materials (including, to the extent disclosed to Licensor, any Licensee Modifications) that Licensee may provide to Licensor about or in connection with the Software, including any ideas, concepts, know-how or techniques contained therein. Licensee may provide Feedback in any form, written or verbal. Licensee hereby grants Licensor a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback in the Software. Licensee agrees that Licensor may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed Licensee's Confidential Information, and nothing in this Agreement limits Licensor's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

- 6) INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE are owned by Licensor or its suppliers. All title and intellectual property rights in and to the content that is not contained in the SOFTWARE, but may be accessed through use of the SOFTWARE, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This AGREEMENT grants Licensee no rights to use such content. If this SOFTWARE contains documentation that is provided only in electronic form, Licensee may print one copy of such electronic documentation. Licensee may not copy the printed materials accompanying the SOFTWARE. All rights not specifically granted under this AGREEMENT are reserved by Licensor and its suppliers.
- 7) U.S. GOVERNMENT LICENSE RIGHTS.** All SOFTWARE provided to any U.S. Government entity pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE provided to any U.S. Government entity pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
- 8) CONFIDENTIALITY CLAUSE.**
- a) The parties acknowledge that as a result of this AGREEMENT, each party may have access to and receive from the other party (1) non-public personally identifiable financial and/or health information ("NPI"), as defined in federal and state law, regarding consumers, customers, former customers and/or their beneficiaries and (2) information assets, trade secrets, and product, business and employee information ("Client Information"). The parties agree to maintain the confidentiality of such NPI and Client Information and shall not use, disclose, furnish or make accessible such NPI or Client Information to anyone other than authorized employees and agents of that party as necessary to carry out the party's obligations under this Agreement; provided that in the event of disclosure of such NPI or Client Information to agents, Licensor shall obtain appropriate confidentiality agreements from such agents. Each party further agrees to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the NPI and Client Information. At the request of the party that owns the NPI or Client Information, or in the absence of such request,

upon termination of this Agreement, the other party shall promptly return all NPI and Client Information which has been provided to it, or dispose of such NPI or Client Information in a manner agreed upon by the parties unless the party is required to maintain such NPI or Client Information under federal or state laws or regulations. Each party has the right to verify the other party's compliance with this Confidentiality Clause by audit, inspection, or other means. This provision shall survive any termination of this AGREEMENT. Other disclosure limitations and exceptions, as well as security related requirements and standards are described in Exhibit A to this Agreement.

- b) Licensee understands that Licensors' screens and database design are a competitive advantage for Licensors and as such are confidential and shall not be disclosed. Unauthorized disclosure is grounds for Termination of this License and recovery of damages.

- 9) **SOFTWARE MEDIA.** Licensee may receive the SOFTWARE from the Internet, on-line network connection, or in multiple forms of media. Regardless of the number or type(s) of media Licensee receives, Licensee may use only the media appropriate for the terms set forth in Licensee's contract or Statement of Work at a single location for use by a single Licensee. Unless otherwise expressly provided in Licensee's contract, Licensee may not use such media on another computer or loan, sublicense, rent, lease, or transfer them to another user for any purpose whatsoever.

- 10) **APPLICABLE LAW.** This AGREEMENT is governed by the laws of the **State of Texas**. The exclusive venue and jurisdiction for any dispute shall be **Brazos County, Texas**.

11) LIMITED WARRANTY

- a) **LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA.** Licensors warrants that the SOFTWARE will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt of the software if installing the system internally. In a Licensors operated hosted environment, Licensors warrants that the SOFTWARE will be kept current, is up to date and working as described throughout the term of this Agreement.
- b) If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, Licensee shall also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states / jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to Licensee, in which cases the limitation shall apply to the maximum extent permitted by such applicable laws.
- c) Any supplements or updates to the SOFTWARE, including without limitation, any (if any) web updates, service packs or hot fixes provided to Licensee after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.
- d) **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Licensee's exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund provided by Licensors, Licensee is NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES

arising from or related to any fact or contention that SOFTWARE does not meet Licensor's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 12 ("Exclusion of Incidental, Consequential, and Certain Other Damages") are also incorporated into this section limiting remedies and damages. This Limited Warranty gives Licensee specific legal rights. Licensee may have others which vary from state/jurisdiction to state/jurisdiction.

- e) **LICENSEE'S EXCLUSIVE REMEDY.** Licensor and its suppliers' entire liability and Licensee's exclusive remedy for claims, causes of action and remedies arising from or in any way related to this Agreement, the SOFTWARE and/or the performance, breach, termination and other acts of Licensor and its agents, representatives, officers, directors, employees, consultants and suppliers, including with respect to the license services or IAAS SERVICES set forth in any related Statement of Work, shall be, at Licensor's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the SOFTWARE and IAAS SERVICES, for the current tax year, under this Agreement and termination of this Agreement, or (b) repair or replacement of the SOFTWARE, that does not meet this Limited Warranty and that is returned to Licensor with a copy of Licensee's receipt.
- f) This Limited Warranty is void if failure of the SOFTWARE or IAAS SERVICES has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
- g) Outside the United States or Canada, neither these remedies nor any product support services offered by Licensor are available without proof of purchase from an authorized international source.
- h) To exercise your remedy, contact: 1099 Pro, Attn. 1099 Pro Sales Information Center / 23901 Calabasas Rd, Suite 2080 / Calabasas, CA 91302, or the 1099 Pro subsidiary serving you.

12) DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO LICENSEE AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS PROVIDE THE SOFTWARE, SUPPORT SERVICES (IF ANY) AND IAAS SERVICES *AS IS AND WITH ALL FAULTS*, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF GROSS NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AND IAAS SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THIS AGREEMENT IS THE ENTIRE AGREEMENT, TOGETHER WITH THE STATEMENT OF WORK EXECUTED CONCURRENTLY WITH THIS AGREEMENT, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS AND DISCUSSIONS. NO EMPLOYEE OF LICENSOR HAS THE POWER OR AUTHORITY TO MODIFY THIS AGREEMENT EXCEPT BY AN

AGREEMENT IN WRITING WHICH BEARS THE SIGNATURE OF AN OFFICER OF LICENSOR.

- 13) EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR TAXES, TAX PENALTIES, TAX INTEREST, TAX LATE FEES, ATTORNEYS' FEES AND COSTS INCURRED (EXCEPT AS EXPRESSLY PROVIDED BELOW), LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES OR IAAS SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LICENSOR OR ANY SUPPLIER, AND EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14) INDEMNIFICATION.** LICENSOR shall defend, indemnify and hold harmless LICENSEE and LICENSEE's officers, directors, employees, agents, servants and shareholders ("Indemnitees") from: i) any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, disbursements and expenses (including legal fees, costs and related expenses, the "Expenses") of every kind and nature which may be incurred by an Indemnatee arising from or relating to any title, intellectual property, trademark, service mark, patent or other such claim regarding LICENSEE'S use of LICENSOR'S product hereunder, and/or ii) any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, disbursements and Expenses of every kind and nature which may be incurred by an Indemnatee arising from or relating to any breach of the confidentiality provisions set forth in Section 8 and throughout this Agreement. This provision shall survive any termination of this Agreement.
- 15) LIMITATION OF LIABILITY AND REMEDIES.** EXCEPT AS MAY BE PROHIBITED BY LAW, THE ABSOLUTE MAXIMUM LIABILITY OF LICENSOR AND ANY OF ITS SUPPLIERS FOR ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), PENALTIES, LATE FEES, CLAIMS, ACTIONS, SUITS (INCLUDING LEGAL FEES) FOR ANY CAUSE WHATSOEVER INCLUDING INDEMNIFICATION AND REGARDLESS OF THE FORM OF ACTION SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE AND IAAS SERVICES, IN THE CURRENT YEAR, OR U.S. \$15,000.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 11, 12, 13 AND 14 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY

REMEDY FAILS ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, LICENSOR SHALL, IN ADDITION TO THE FOREGOING MAXIMUM LIABILITY, REPAIR OR REPLACE LICENSED SOFTWARE AS NECESSARY TO REMEDY ANY BREACH OF THE LIMITED WARRANTY. THIS CLAUSE SHALL OVERRIDE ANY OTHER WORDING IN THIS AGREEMENT.

16) INSURANCE. Insurance requirements are stated in Exhibit B, which is attached hereto and incorporated by reference.

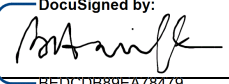
17) ENTIRE AGREEMENT. This AGREEMENT (including any Amendment or Statement of Work to this AGREEMENT which is included with the SOFTWARE) along with Exhibits A, B, and C (all of which are attached hereto and incorporated by reference for all purposes) is the entire agreement between Licensee and Licensor relating to the SOFTWARE, the Support Services (if any), and the IAAS SERVICES and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this AGREEMENT. To the extent the terms of any Licensor policies or programs for Support Services or IAAS SERVICES conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

18) SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this agreement. If any term, provision, covenant, or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent, or intent of this Agreement or any provision of it.



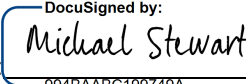
The Texas A&M University System "Licensee"

1099 Pro, Inc. "Licensor"

DocuSigned by:
By: 
BEDCDB89EA78479...

Printed Name: Billy Hamilton

Title: Deputy Chancellor and Chief Financial Officer

DocuSigned by:
By: 
994BAABC199749A...

Printed Name: Michael Stewart

Title: Director of State Compliance

Exhibit A

Definitions

1. **“Confidential Information”** means (i) non-public information concerning the Disclosing Party; its affiliates; and their respective businesses, products, processes, and services, including technical, marketing, agent, customer, financial, personnel, and planning information; (ii) PII; (iii) trade secrets; and (iv) any other information that is marked confidential or which, under the circumstances surrounding disclosure, the Non-Disclosing Party should know is treated as confidential by the Disclosing Party. Except with respect to PII, which will be treated as Confidential Information under all circumstances, Confidential Information will not include (A) information lawfully obtained or developed by the Non-Disclosing Party independently of the Disclosing Party’s Confidential Information and without breach of any obligation of confidentiality, (B) information that becomes publicly available without breach of any obligation of confidentiality; (C) information required to be disclosed under applicable law. All Confidential Information will remain the property of the Disclosing Party.
2. **“Documentation”** means user guides, operating manuals, training materials, product/service descriptions, product/service specifications, technical manuals, supporting materials, and other information relating to Support Services, IAAS SERVICES or Software, including all subsequent revisions and additions thereto.
3. **“Filers”** means any unique filing entity, entered or imported into the Corporate Suite software, as determined by having a unique combination of a Taxpayer Identification Number (TIN) & Payer Code (PCode).
4. **“Records”** means the number of unique tax returns that are in the current year version of the Corporate Suite software and are eligible to report, or could be eligible to report if reporting thresholds are not applied, to a tax reporting agency such as the IRS or SSA.
 - 4.1. Prior Year Records, which are records from any tax year that is not the current tax year, are not included in any volume assessment.
 - 4.2. Deleted Records, which are records that have been manually deleted from the software, are not included in any volume assessment.
 - 4.3. Aggregated Records, which are Records for a single Taxpayer Identification Number that have been aggregated, or built from multiple transactions, and are displayed with a single face value, are considered as a single unique Record, unless otherwise specified.
 - 4.4. Corrected / Amended Records, which are new records that have been created by correcting an existing record that is in a filed status, are included in any volume assessment.
5. **“Software”** means software identified in an SOW or otherwise provided to Company pursuant to this Agreement, including any Updates provided to Company.
6. **“SOW” or “Statement of Work”** means the document duly executed by both Parties which forms Supplier’s contractual obligation to provide Software, goods, and services to Company as described therein.
7. **“Updates”** means changes, corrections, modifications, improvements, enhancements, extensions, updates, upgrades, versions, releases, and other changes to Software or Documentation developed or acquired by Supplier.
8. **“Users”** means any Company individual who has access to the Corporate Suite software or Corporate Suite ASP web-component.

- 8.1. **“Admin User”** means any Company user that is either a) designated as an Administrator to the 1099 Pro Corporate Suite desktop software, b) granted access to the Corporate Suite desktop software in any fashion including, but not limited to, via application virtualization software such as Citrix, or c) granted RDP access to the remote environment containing the 1099 Pro Corporate Suite software (if hosted by Supplier).
- 8.2. **“ASP.Net User” or “Web User”** means any Company user granted access to the 1099 Pro.Net (ASP), web-only, interface of the 1099 Pro Corporate Suite software.

Exhibit B

Insurance

Licensor 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), all coverage shall be written on an occurrence basis. All coverage shall 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 A&M System. For clarity, Licensor’s existing insurance providers and coverage are deemed acceptable to the A&M System. By requiring such minimum insurance, the Licensee shall not be deemed or construed to have assessed the risk that may be applicable to the Licensor under this Agreement. Licensor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Licensor 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 will be canceled, and not replaced by a similar policy, without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
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 A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted

B. 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;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured’s.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
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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 will be issued on a form that insures Licensor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Licensor 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, Licensor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

- E. Licensor will deliver to A&M System

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 Licensor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability, cyber liability, and professional liability will 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 Licensor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will 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 will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 4

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. Licensors are responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Exhibit C

General Provisions Addendum

1. Under Section 231.006, Texas Family Code, the Licensor certifies that it is not ineligible to receive the payment specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
2. Pursuant to Section 2252.903, Texas Government Code, Licensor agrees that any payments owing to Licensor under this Agreement may be applied directly toward certain debts or delinquencies that Licensor 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.
3. If Licensor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Licensor is exempt from the payment of franchise (margin) taxes.
4. Licensor 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. Licensor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Licensor will include this provision in all contracts with permitted subcontractors.
5. Licensor expressly acknowledges that Licensee is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, privileges, and immunities as may be provided by law.
6. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Licensee and Licensor to attempt to resolve any claim for breach of contract made by Licensor that cannot be resolved in the ordinary course of business. Licensor shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for Licensee, who shall examine Licensor's claim and any counterclaim and negotiate with Licensor in an effort to resolve the claim.
7. Licensor acknowledges that Licensee is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on Licensee property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitation on legal rights, remedies, requirement and process; limitation on time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or missions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will only be binding on Licensee to the extent permitted by the Constitution and laws of the State of Texas.
8. Licensor acknowledges that Licensee is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, 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 Licensee's written request, Licensor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Licensee.

Licensor acknowledges that Licensee may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Licensor agrees that the agreement can be terminated if the Licensor knowingly or intentionally fails to comply with a requirement of that subchapter.

9. By executing this Agreement, Licensor and each person signing on behalf of Licensor certifies, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, 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.
10. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Licensor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Licensor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
11. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Licensor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Licensor acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
12. Under Section 2155.0061, Government Code, the Licensor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
13. Licensor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.