Dakota Software
1375 Euclid Ave
Suite 500
Cleveland, OH

Dakota
S O F T W A R E

Dakota ProActivity® Software License

Statement of Work

Client: The Texas A&M University System
SOW: 20-154
Issuance Date: 3/18/2020

This Statement of Work is issued in accordance with that certain Master Agreement executed by Dakota Software Corporation ("Dakota") and the client on or about Wednesday, April 15th 2015. It is subject to all terms and conditions contained in that agreement, except where otherwise noted in this Statement of Work. All terms, including capitalized terms, shall have the same meaning herein as therein.

1. Dakota ProActivity® Software License

1.1. Dakota, as Licensor, grants to the Client a nonexclusive right to use the Dakota ProActivity Suite ("Suite"), according to the terms.

    1.1.1. Each individual user must be issued and must log in with unique credentials (ID and password) whether using a Named Seat or a Concurrent Seat. Credentials may not be shared among multiple users.

    1.1.2. Subscription Period: The license is for a 24 month period which will run from:

<p align="center">5/1/2020 to 4/30/2022</p>

    1.1.3. Compensation: $21,375   Terms: Net 30

Pricing Breakdown	
Year 1: To be invoiced immediately	$21,375
Year 2: To be invoiced on 5/1/2021	$22,355

1.2. Dakota Auditor, Dakota Profiler, Dakota Tracer, Dakota Scout, & Dakota Metrics

    1.2.1. Named Seats: 2 individual Authorized User(s), identified by email address, will be provided unlimited access to the Suite. Individual users shall be identified during the installation process. All Named Seats may have access to the Suite without regard to the number of available concurrent Seats. The Named Seat License is NOT a 'floating' license, that is, access rights cannot be temporarily transferred to another user. Named Seats may be re-issued to another user a maximum of 2 times per year.

    1.2.2. Concurrent Seats for Dakota Profiler: a maximum of **(1)** Authorized Users not also identified as Named Seat holders will be provided access to Dakota Profiler at any given point in time.

    1.2.3. Concurrent Seats for Dakota Tracer: a maximum of **(1)** Authorized Users not also identified as Named Seat holders will be provided access to Dakota Tracer at any given point in time.

1.3. Reference Library

Access to Dakota's standard library of periodically-updated EHS standards is included:

Federal Modules with updates:
- Solid and Hazardous Waste
- Water Quality
- Air Quality
- Storage Tanks
- PCB Management
- TSCA
- Spill Prevention

- EPCRA
- Transportation
- Chemical & Physical Exposures
- Equipment Safeguards
- Worker Safety
- Health & Medical Services

- Security Assessments (included in price)
- Greenhouse Gas Emissions (included in price)

State Jurisdictions with updates: Texas
Special Modules: None

2. User Conference Admission

Dakota Software offers annual user-focused conferences. These events provide an opportunity for users to attend training sessions, learn about new products and features, benchmark their programs against their peers, and hear about best practices and performance improvement strategies.

(1) Attendance Credits at $795 each grants **(2)** admission(s) to any upcoming user conference during the Subscription Period.

3. Hosting Service

3.1. The Software is provided as a set of Web Applications via the internet according to the following terms.

3.1.1. The Web Application will operate in a shared environment.

3.1.2. The Database Server will operate in a shared environment, utilizing logical data separation to ensure the isolation and security of Client's data.

3.1.3. Hardware will be situated at Dakota Software's colocation facility with daily offsite backup

3.1.4. Service Levels: Dakota shall perform all Hosting Services in a workmanlike manner and in accordance with reasonable commercial standards. Dakota will commit to using best efforts to maintain a 99.9% uptime for its Internet connectivity and processing services. Any level of Hosting Services which fall below this standard shall be deemed "Downtime" unless caused in while or in part by (a) a Service Level Force Majeure Event (as defined below); or (b) any actions or inactions of Client or an entity under contract to provide services to Client.

3.1.5. Downtime: Dakota will provide 24-hour advance written notice to Client in the event of any scheduled Downtime. Dakota shall use its best efforts to minimize any disruption, inaccessibility, and/or inoperability of the Hosting Services in connection with Downtime, whether scheduled or not.

3.1.6. Extraordinary Usage: In the event Client's database exceeds 3GB of attachments, there is a surcharge of $500 per GB per year. Dakota may also establish other normal-use practices and limits concerning use of the Software, and may require Client to either purchase additional services commensurate with Client's excessive usage or terminate use of the Software and receive a refund of unused services.

4. No Other Warranty

Dakota does not and cannot control the flow of data to or from our network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt client's and/or Dakota's connections to the internet or portions thereof ("Force Majeure" event). Although Dakota will use commercially reasonable efforts to remedy and avoid such events.

5. Maintenance and Support

During the entire subscription period, Dakota shall make reasonable telephone training and support available to Authorized Users during its normal business hours. Dakota agrees to provide periodic updated, corrected or modified versions of the Software in the form of fixes and further releases that Dakota makes generally available to its other users.

6. Upgrades

Dakota may charge an additional commercially reasonable fee for versions in which platform upgrades, substantial additional functionality or improved performance are provided, though Client will not be required to purchase such an upgrade.

7. Non-Dakota Technical Services

Occasionally Dakota's Technical Support team may discover, in the course of providing services under this Statement of Work, that an error or malfunction is caused by something other than the Software or SaaS Hardware Environment. Dakota shall suspend such assistance and shall request Client to agree to pay Dakota's normal time and material fees for any assistance Dakota spends from that point forward, in the event the suspected error or malfunction is caused by something other than an error in the Software.

Authorized by The Texas A&M University System:

Signed: _Jeff Zimmermann_
    E2BE2924E69547F...

Name: Jeff Zimmermann

Title: Director, Procurement & Business Services

Date: 4/21/2020 | 17:08:17 CDT

Accepted by Dakota Software Corporation:

Signed: _____

Name: _Chris Cross_

Title: _VP, Sales_

Date: _4·29·20_