

**MASTER SERVICES AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND GOREACT**

This Master Services Agreement (“MSA”) is between The Texas A&M University System (the “A&M System”), an agency of the State of Texas, and SpeakWorks, Inc. d/b/a GoReact (“Provider”). The A&M System and Provider hereby agree as follows:

1. SCOPE OF WORK

Provider shall work with members of the A&M System (each a “Member”) to provide the software and services described in Exhibit A.

This MSA is not a contract to perform work for a specific Member but is intended to demonstrate the ability of each Member to contract individually with Provider for the software and services described in Exhibit A. There is no guarantee of Member participation. It is the responsibility of each Member to negotiate an agreement with Provider (each a “Member Agreement”), referencing this MSA, for its specific needs. In the event that a Member and Provider execute a Member Agreement, the GoReact Customer Terms Agreement attached hereto as Exhibit B shall be appended to, and made a part of, such Member Agreement.

2. TERM

This MSA begins upon final execution and will remain in effect for three years unless earlier terminated under Section 4. This MSA may be extended for one additional two-year term upon written agreement of both parties.

3. PAYMENT TERMS

- A. The A&M System is not obligated to pay any costs or fees under this MSA.
- B. Payment terms must be provided in each Member Agreement.

4. DEFAULT AND TERMINATION

- A. For Cause: Either the A&M System or Provider may terminate this MSA effective upon written notice to the other party if the other party materially breaches any term of this MSA and fails to cure such breach within 15 days after receiving written notice of the breach. If the breach is incurable, the non-breaching party may terminate this MSA effective immediately upon written notice to the breaching party.
- B. For Convenience: The A&M System may terminate this MSA upon 30 days’ prior notice to Provider.
- C. Expiration or termination of this MSA will not terminate any Member Agreement.
- D. Provider’s duties under this MSA and any Member Agreement which impose an obligation after expiration or termination of this MSA or the Member Agreement will survive unless otherwise provided in the Member Agreement.

5. ACCESSIBILITY

Provider represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Member under a Member Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Provider becomes aware that the EIRs, or any portion thereof, do not comply, then Provider shall, at no cost to Member, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

6. PUBLIC INFORMATION

- A. Provider acknowledges that the A&M System and Members are 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 MSA or Member Agreement, as applicable, as well as any other disclosure of information required by applicable Texas law.
- B. Upon the A&M System or a Member's written request, Provider shall promptly provide specified contracting information exchanged or created under this MSA or a Member Agreement for or on behalf of the A&M System or the Member.
- C. Provider acknowledges that the A&M System and Members may be required to post a copy of the fully executed MSA and Member Agreement on its website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this MSA and Member Agreements and Provider acknowledges that this MSA and Member Agreements may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

Provider, the A&M System, and Members (as applicable) shall use 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, to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of this MSA to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for the A&M System, who will examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. Provider shall submit written notice of a claim of breach of a Member Agreement to the Member's designated official, who will examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

7. GENERAL PROVISIONS

- A. **Independent Contractor.** Provider is an independent contractor, and neither Provider nor any employee of Provider will be deemed to be an agent or employee of the A&M System or any Member. Neither the A&M System nor any Member will have any responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of the A&M System and Members relative to conduct on its premises.

- B. **Use of Name.** Provider may not use the names or any adaptation of the names of the A&M System, Members, or any of its employees in any way except in factual statements that, in context, are not misleading or imply an endorsement by the A&M System, Members, or its employees.
- C. **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% 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."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, any payments owing to Provider under any Member Agreement may be applied directly toward certain debts or delinquencies that Provider 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.
- E. **Not Eligible for Rehire.** Provider shall ensure that employees participating in work for any Member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this MSA.
- F. **Franchise Tax Certification.** If Provider 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 Provider is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor's Office.** Provider understands that acceptance of funds under any Member 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*. Provider shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider shall include this provision in all contracts with permitted subcontractors.
- H. **Entire Agreement.** This MSA and each Member Agreement constitute the sole agreement of the A&M System, Provider, and the applicable Member and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this MSA and the Member Agreement. This MSA may not be amended or otherwise altered except upon the written agreement of both the A&M System and Provider.
- I. **Severability.** Each provision of this MSA and any Member Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MSA and the Member Agreement remain valid, legal, and enforceable.

- J. **HUB Subcontracting Plan.** It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in A&M System contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing.

The HUB Subcontracting Plan (HSP) submitted by Provider and attached will be part of the terms of this MSA. The HSP was submitted as self-performing; however, changes may not be made to the HSP without prior review and approval from the A&M System HUB Program. Provider shall submit to the A&M System HUB Program point of contact a revised HSP for each subcontracting opportunity to be modified.

A&M System HUB Program Contact:

Keith Williams
A&M System HUB Coordinator
Email: soprocurement@tamus.edu
Phone: (979) 458-3265

Member Engagement: If a subcontractor will be used to provide any commodity or service as part of the scope of a Member Agreement, Provider may be required by that Member to make a good faith effort and complete the State of Texas HSP. If there are preexisting agreements in place with companies who will be hired as subcontractors, Provider shall show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no preexisting agreements with companies who will be hired as subcontractors exist, then Provider shall make a good faith effort according to the HSP instructions.

If Provider determines that Provider will be using a subcontractor, please contact the Member HUB Coordinator for assistance in proper completion of the HSP or any other HSP related questions.

Provider may also be required to submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to any Member that chooses to utilize this MSA. PAR requirements will be defined by each Member Agreement.

- K. **Loss of Funding.** Performance by a Member under a Member Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the impacted Member may issue written notice to Provider and Member may terminate its Member Agreement without further duty or obligation. Provider acknowledges that appropriation of funds is beyond the control of A&M System and Members.
- L. **Governing Law.** The validity of this MSA and Member Agreements and all matters pertaining to this MSA and Member Agreements, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, are governed and determined by the laws of the State of Texas.
- M. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System must be in Brazos County, Texas, and venue for any suit filed against a Member must be in the county in which the primary office of the Member's chief executive officer is located.

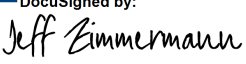
- N. **Non-Waiver.** Provider acknowledges that the A&M System and Members are an agencies of the State of Texas and nothing in this MSA or a Member Agreement waives or relinquishes the A&M System or Member's right to claim such exemptions, privileges, and immunities as may be provided by law.
- O. **Conflict of Interest.** By executing this MSA and each Member Agreement, Provider and each person signing on behalf of Provider 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 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 MSA or the Member Agreement, or in the services to which this MSA or the Member Agreement relates, or in any of the profits, real or potential, thereof.
- P. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this MSA and any Member Agreement, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA and such Member Agreement. Provider acknowledges this MSA and any Member Agreement may be terminated and payment withheld if this certification is inaccurate.
- Q. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Provider certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges that this MSA and any Member Agreement may be terminated if this certification is or becomes inaccurate.
- R. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, Provider certifies that Provider is not ineligible to receive this MSA or any Member Agreement and acknowledges that this MSA and any Member Agreement may be terminated and payment withheld if this certification is inaccurate.
- S. **Records Retention.** Provider shall preserve all contracting information, as defined under Texas Government Code, Section 552.003(7), related to this MSA and any Member Agreement for the duration of this MSA and Member Agreement and for seven years after the conclusion of this MSA and the Member Agreement.
- T. **Order of Precedence.** If there is a conflict between the terms in the body of this MSA and any exhibit, the terms in the body of this MSA will control. If there is a conflict between the terms of this MSA and any Member Agreement, the terms of this MSA will control unless the parties to the Member Agreement expressly agree otherwise, and then only as to that Member Agreement.
- U. **Notices.** Any notice required or permitted under this MSA must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The A&M System and Provider may change its respective notice address by sending to the other party a notice of the new address. Notices must be addressed as follows:

A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

Provider: SpeakWorks, Inc., d/b/a GoReact
256 West Center
Orem, UT 84057
Attention: Tom Kilgore
Phone: (801) 717-3499
E-mail: tom@goreact.com

The parties have executed this MSA as of the dates indicated below.

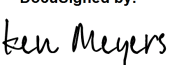
The Texas A&M University System

DocuSigned by:
By 
E2BE2924E69547F...
Jeff Zimmermann
Director, Procurement & Business Services

9/17/2020 | 22:07:09 CDT

Date

SpeakWorks, Inc., d/b/a GoReact

DocuSigned by:
By 
1FD86AD743ED4D4...
Ken Meyers
CEO

9/17/2020 | 16:24:09 PDT

Date

Exhibit A Proposal

Overview

The purpose of this proposal & order form (the “**Order Form**”) is to outline the provisions of certain software license(s) and related support services requested by the Texas A&M University System (“**Customer**”). Software access will be provided to support implementation of video-based assessment. Proposed access and associated pricing are included and are outlined as Option 1, full time equivalent (FTE) based on the combined total FTE of the respective Texas A&M University System schools opting in, Option 2, the same cumulative FTE Opt-in pricing with discount for a three year upfront contract, and Option 3, active user pricing for varied tiers of student users. Each option is based on details, such as number of students, provided by the Texas A&M University System and it is understood that these are estimations based upon discussions between GoReact and the Texas A&M University System.

The pricing in this Proposal, including licensing and associated services is valid for 90 days.

Option 1: Texas A&M University System opt-in based on combined FTE (1-year contract)

GoReact Annual Access

Unlimited GoReact access for participating Texas A&M System Universities based on combined full time equivalent (FTE)

Combined FTE Count	Price per student (FTE)	Tier Pricing Total	Integration, Training & Support	Total Yearly Cost
20,000	\$4.25	\$85,000	\$5,000	\$90,000
40,000	\$3.00	\$120,000	\$10,000	\$130,000
60,000	\$2.60	\$156,000	\$15,000	\$171,000
80,000	\$2.20	\$176,000	\$20,000	\$196,000
100,000	\$2.15	\$215,000	\$25,000	\$240,000
125,000	\$2.10	\$262,500	\$31,250	\$293,750
150,000	\$2.05	\$307,500	\$37,500	\$345,000

Option 2: Texas A&M University opt-in based on combined FTE (3-year upfront contract)

GoReact Annual Access

Unlimited GoReact access for participating Texas A&M System Universities based on combined full time equivalent (FTE)

Combined FTE Count	Price per FTE student per year	Tier Pricing 3-year Total	Integration, Training & Support	3-year upfront discount	Total 3-year Contract
20,000	\$4.25	\$255,000	\$15,000	10%	\$243,000
40,000	\$3.00	\$360,000	\$30,000		\$351,000
60,000	\$2.60	\$468,000	\$45,000		\$461,700
80,000	\$2.20	\$528,000	\$60,000		\$529,200
100,000	\$2.15	\$645,000	\$75,000		\$648,000
125,000	\$2.10	\$787,500	\$93,750		\$793,125
150,000	\$2.05	\$922,500	\$112,500		\$931,500

Option 3: University Opt-In based on active student user pricing tiers with 1-year contract**GoReact Annual Access**

GoReact multicourse licensing for the Texas A&M System based on respective student user tiers

Student Count	Volume Discount	Multi-course Student License	Total cost for Student Licenses
1,000	24%	\$41.99	\$41,990
1,500	27%	\$39.99	\$59,985
2,000	31%	\$37.99	\$75,980
3,000	35%	\$35.99	\$107,970
4,000	38%	\$33.99	\$135,960
5,000	42%	\$31.99	\$159,950

All options above include the following:

Item	Description
Annual Access	<ul style="list-style-type: none"> Unlimited recording and uploading for all users (maximum of 90 mins or 2GB per video) All current and future features and functionality made available for general release by GoReact Video encoding, storage and streaming of created videos and instructional materials Storage of all videos, feedback and data for 5 years
Systems Integration	<ul style="list-style-type: none"> Standard LTI 1.1 integration with Texas A&M University Systems' Learning Management System (Blackboard, Canvas, D2L, Moodle, etc.) for each respective campus Auto-provisioning and seamless launch of all users directly within designated courses and assignments Automatic grade pass-back to the LMS Ongoing integration maintenance
Implementation, Training and Support	<ul style="list-style-type: none"> Custom training and implementation plan (train-the-trainer model) aligned with program needs and the academic calendar Phone and web-based training for all administrators, instructional designers, faculty and support staff Phone and email and helpdesk support for instructors (during standard support hours) Same-day student email support (during standard support hours) Unlimited access to the GoReact online helpdesk and knowledge base
Continuity of Learning - Early License Access	<ul style="list-style-type: none"> Access from July 1st – August 7th, 2020 to allow for integration, exploration, instructional design, and training for early adoption pilots and expanded use cases within the program.

Optional Services

On-site facilitated training	<ul style="list-style-type: none">Face-to-face training with system/program administrators, instructional designers, coordinators and key faculty (including travel, lodging, materials etc.).	\$1700/Day
------------------------------	--	------------

License Term

Early license access (see above) will be made available beginning July 1, 2020. Full license access for use in live coursework will begin August 1, 2020 and continue for a term of 12 months. Thereafter, the license and the Agreement will automatically renew for additional terms of 12 months unless terminated by written notice from Customer or GoReact to the other party at least 30 days prior to the applicable renewal date.

Note: Annual license access will be reviewed prior to the start of each new term and adjusted based on projected usage for the following term. Multi-year licenses and associated discounts are reviewed prior to renewal.

Payment Terms

Invoices will be delivered to Customer by GoReact as applicable and Customer will pay such invoices within 30 days from the date of the applicable invoice.

Exhibit B

GoReact Customer Terms Agreement

For purposes of this Exhibit B, “**GoReact**” shall mean SpeakWorks, Inc., d/b/a GoReact, a Delaware corporation, and “**Customer**” shall mean any Member (as such term is defined in the Master Services Agreement, dated as of September 17, 2020, between The Texas A&M University System and GoReact (the “**MSA**”)) that enters into a Member Agreement (as such term is defined in the MSA) with GoReact. This GoReact Customer Terms Agreement (this “**Agreement**”) governs access to and use of the GoReact software and services set forth on Exhibit A of the MSA (together, the “**Service**”) and is hereby incorporated by reference and made a part of each Member Agreement executed by a Member and GoReact.

1. ACCOUNT AND RESPONSIBILITIES.

For most uses of the Service, an end user needs to register as a “User” under a Customer’s Service account (“**Account**”). A “User” is anyone who is registered for the Service, and may include (but is not limited to) a Customer’s employees, students, clients, consultants, contractors and agents. Customer is responsible to ensure that its information is accurate and kept up to date. If a User registers via an invitation from Customer, use of the Service by that User is governed by this Agreement. Each individual User must create their own User account on the Service. Sharing of logins is not permitted under any circumstance in order for GoReact to maintain required levels of security and privacy. Customer understands the need for its Users to safeguard their passwords to the Service, to make sure others don’t have access to it, and to log off when finished using the Service. GoReact is not responsible for any loss or damage from Customer or its Users not complying with these safeguards. Most of the Service components require a current version browser and a broadband/high-speed Internet connection. Customer and its Users are responsible for accessing these resources and for their performance and reliability.

2. CUSTOMER RELATIONSHIP.

GoReact and Customer (including Customer’s Users) are independent contractors under this Agreement. Neither party is authorized to make statements or commitments on behalf of the other party except as noted herein. Customer will be responsible for ensuring that all access and use of the Service by its Users is in accordance with this Agreement. Fees associated with this Agreement are Confidential Information and may not be disclosed without consent of the other party; notwithstanding the foregoing, GoReact explicitly agrees that Fees may be disclosed upon request where applicable open records laws require such disclosure.

3. USE OF THE SERVICE.

(a) Some offerings of the Service allow Customer to download software (“**Software**”) to a desktop or mobile device which may update automatically. So long as Customer complies with this Agreement, GoReact gives Customer a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. To the extent any component of the Software may be offered under an open source license, GoReact will make that license available to Customer and the provisions of that license may expressly override the terms of this Agreement.

(b) Customer and its Users may not use the Service for any purposes other than those described in this Agreement. Specifically, Customer and its Users must use the Service in compliance with the GoReact Acceptable Use Policy, located at goreact.com/acceptable. Customer will obtain from Users any consents necessary to allow Customer-authorized administrative Users (“**Administrators**”) to engage in the activities described in this Agreement and to allow GoReact to provide the Service. Customer will comply with laws and regulations applicable to Customer’s use of the Service. Administrators may have the ability to access, disclose, restrict or remove Customer Data (as defined below) in or from the Account. Administrators may also have the ability to monitor, restrict, or terminate access to the Account. GoReact’s responsibilities do not extend to the internal management or administration of the Service as it relates to Customer. Customer is responsible for: (i)

maintaining the confidentiality of passwords and Administrator subaccounts; (ii) managing access to Administrator subaccounts; and (iii) ensuring that Administrators' use of the Service complies with this Agreement.

(c) Customer will use commercially reasonable efforts to prevent unauthorized use of the Service by its Users, and will terminate any unauthorized use of or access to the Service. Customer will not, nor will it permit others to, (i) sell, resell, or lease the Service; (ii) use the Service for activities where use or failure of the Service could lead to physical damage, death, or personal injury; or (iii) modify,

translate, disassemble, create derivative works based on, reverse-assemble, reverse-compile or otherwise reverse engineer the Service. Customer is not required to pursue any claim, defense, cause of action, or legal process or proceeding on GoReact's behalf. This Section 3(c) shall survive the termination of this Agreement.

(d) GoReact sometimes releases products and features that it is still testing and evaluating. Those items have been marked beta, preview, early access, evaluation, or with words or phrases with similar meanings (collectively "**Beta Services**") and may not be as reliable as GoReact's other services. Notwithstanding anything to the contrary in this Agreement, the following terms apply to all Beta Services: (i) Customer may use or decline to use any Beta Services; (ii) Beta Services may not be supported and may be changed at any time without notice to Customer; (iii) Beta Services may not be as reliable or available as other GoReact Services; (iv) Beta Services have not been subjected to the same security measures and auditing to which the Service has been subjected; and (v) GOREACT WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES—CUSTOMER USES THE SERVICE SOLELY AT CUSTOMER'S OWN RISK.

4. USER SUBMISSIONS.

(a) Customer and its Users, when using the Service, will provide GoReact with videos, recordings, files, comments, other content, and so on ("**Submissions**"). Any Customer Data (as such term is defined below), including without limitation, any Submissions posted by Customer or its Users) is the property of either Customer or its User(s). This Agreement does not give GoReact any rights to the Customer Data, including without limitation, the Submissions, except for the limited rights that enable GoReact to offer the Service.

(b) All Submissions must comply with GoReact's Acceptable Use Policy located at goreact.com/acceptable. Content in or on the Service may be protected by others' Intellectual Property Rights. Customer agrees to not copy, upload, download or share content unless it has the right to do so. "**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

(c) Customer and its Users are solely responsible for the content of any Submissions posted to the Service. GoReact may review Customer conduct and content for compliance with this Agreement; however, GoReact has no obligation to do so. GoReact is not responsible for the content, quality, or accuracy of any Submissions or related content posted and shared by Users or other third parties via the Service. GoReact may remove any Submission at its sole discretion.

(d) Customer and its Users use any Submissions at their own risk. Any User's interactions with other Users are solely the responsibility of those Users. GoReact is not responsible for anything that occurs as a result of those interactions. If there is a dispute between Users, GoReact is under no obligation to become involved in such dispute.

(e) To the extent Customer has the right to do so, Customer hereby gives GoReact permission to host Submissions, back them up, and share them at the direction of Customer. The Service provides Customer with features like thumbnails, downloads, document previews, sorting, editing, sharing and searching. These and other features may require GoReact systems to access, store and scan Submissions. To the extent Customer has the right to do so, Customer hereby gives GoReact permission to perform such actions, and this permission extends to GoReact affiliates and trusted third parties with whom GoReact works, solely for the purpose of providing the Service. Posting Submissions over the Internet involves networks not controlled by GoReact.

GoReact is not responsible for Submissions that are delayed, lost, altered, or stored due to transmission over those networks.

(f) The parties acknowledge that Submissions from Authorized Users in Customer's student teaching programs may contain personally identifiable information of students who are not enrolled at Customer's educational institution (each, a "**PreK-12 Student**"). In such event, Customer will coordinate with the educational institution or agency where the PreK-12 Student is enrolled to obtain any necessary consents from the PreK-12 Student's parents (or the PreK-12 Student if over the age of eighteen) prior to posting such Submission to the Service. GoReact shall not be responsible in any way to obtain such consents where the PreK-12 Student is not a User of the Service.

(g) GoReact will use industry standard or better technical and organizational security measures to transfer, store, and process Customer's Confidential Information (as defined below), Submissions, Users' Account information, and any other personally identifiable information and/or non-public information provided by Customer and/or its Users to GoReact (collectively, "**Customer Data**"). These measures include appropriate administrative, physical, and technical safeguards to secure Customer Data, including without limitation, Submissions, from unauthorized access, disclosure, and use. GoReact will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. GoReact will promptly notify Customer in the event of a security or privacy incident. (For more information on the Amazon secure cloud that supports GoReact, please see aws.amazon.com/security.) GoReact will also have a written incident response plan, to include prompt notification of Customer in the event of a security or privacy incident, as well as best practices for responding to a breach of Customer Data. Upon Customer's request, GoReact agrees to share its incident response plan with Customer.

(h) In addition, while GoReact stores Submissions and other Customer Data for a length of time (typically at least 3 years), the Service is not an archive. Customer is responsible for maintaining independent archival and backup copies of any Customer Data, including without limitation, Submissions, that Customer wishes to preserve. Upon Customer's request, Customer Data held by GoReact will be made available to Customer.

5. SUPPORT AND ACCESSIBILITY.

Subject to payment of the Fees (as defined below) by Customer, GoReact will provide commercially reasonable support for the Service as specified in the published online support policy for the Service which may be found at goreact.com/support.

6. FEES AND PAYMENT.

Customer will pay, and authorizes GoReact to charge using Customer's selected payment method, all applicable fees related to the Service charged by GoReact as indicated on any applicable Member Agreement ("**Fees**"). If Fees are invoiced by GoReact, such Fees will be due as provided under the Texas Prompt Payment Act (Texas Government Code Chapter 2251). The Fees are exclusive of, and Customer is responsible for, all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, other than taxes based on GoReact's income in the United States. All costs and expenses incurred by Customer in connection herewith are Customer's sole responsibility. To the extent allowed by law, an administrative fee of \$35.00 per invoice will be charged for any electronic transaction that is declined and for any returned checks. Fees are non-refundable except as required by law and as otherwise expressly stated herein. In addition, any amounts not paid when due shall bear interest at a nominal rate of one and one half percent (1.5%) per month, or the maximum legal rate if less. GoReact shall be entitled to withhold performance and discontinue the Service until all Fees due are paid in full.

GoReact may change the fees in effect, but will give Customer at least thirty (30) days advance notice of such changes via the email address associated with Customer's account, and will not apply such fee changes to any current Term. Upon renewal, if Customer chooses not to accept the new Fees, they may cancel without penalty at the next renewal date upon written notice to GoReact prior to such renewal date.

7. TERM & TERMINATION.

(a) This Agreement shall commence upon execution of the Member Agreement and remain in effect until Customer's subscription or access to the Service (as more fully described in the Member Agreement) expires, or until this Agreement is otherwise terminated as provided for in this Section 7 or the Member Agreement ("**Term**").

(b) Either party may immediately terminate this Agreement in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice shall expressly state the reasons for the claimed breach in sufficient detail so as to provide the breaching party a meaningful opportunity to cure such alleged breach.

(c) Upon termination of this Agreement in accordance with this Section, Customer's Account and right to access and use the Service will terminate immediately. If this Agreement is terminated for any reason other than a termination expressly permitted by this Agreement, Customer agrees that GoReact shall be entitled to all Fees due pursuant to this Agreement for the entire Term. However, if this Agreement is terminated as a result of a material breach on GoReact's part, GoReact shall refund the unused portion of any prepaid subscription Fees pursuant to this Agreement.

(d) Following expiration or termination of this Agreement and/or Customer's use of the Service, GoReact may immediately deactivate Accounts of Customer and its Users and, following a period of thirty (30) days, shall delete such Accounts, including all Submissions and Customer Data therein. During this 30-day period and upon reasonable written request, GoReact will grant Customer limited access to the Service for the sole purpose of retrieving Submissions and Customer Data. GoReact shall not be liable to Customer or any third party for any termination of access to the Service or deletion of Submissions or Customer Data.

(e) GoReact reserves the right to suspend access to any Account and/or use of the Service in its reasonable discretion for any actual or suspected breach of this Agreement and/or any security, performance, or acceptable use-related issues in connection with the Account. Such suspension may apply to the entire Account and/or any sub-accounts. Customer agrees that GoReact shall not be liable for any results of suspension of the Service pursuant to this paragraph. GoReact will use commercially reasonable efforts to notify Customer of any material modifications or discontinuations of the Service. Any future release, modification, update, or other addition to the functionality of the Service shall be subject to this Agreement.

8. INTELLECTUAL PROPERTY OWNERSHIP.

All rights, title, and interest in the Service (including, but not limited to, the GoReact websites, mobile applications, content, and all software, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other GoReact intellectual property appearing on the Service, and the organization, compilation, look and feel of the Service), are owned by GoReact and/or its suppliers, licensors, and business partners ("**Business Partners**"), and are protected by U.S. and international copyright and other intellectual property laws. GoReact® and the GoReact logo are registered trademarks of GoReact. The names of any actual companies and products appearing within the Service may be the trademarks of their respective owners. GoReact (and/or its Business Partners) retain all rights with respect to the Service and content except those expressly granted to Customer in this Agreement, and Customer shall not display or use any GoReact trademarks, service marks, logos, or product names without GoReact's express prior written permission. Customer shall not alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Service. Except as expressly provided herein, nothing on the Service shall be construed as conferring to Customer any license under GoReact's (and/or its Business Partners') Intellectual Property Rights, whether by estoppel, implication or otherwise. In addition, GoReact shall have a royalty-free, worldwide, transferable, sub- licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Service.

9. LINKS TO THIRD PARTY SITES.

The Service may contain links to third party web sites (“**Linked Sites**”). GoReact has no control over these Linked Sites or their content. GoReact cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. GoReact does not endorse the content of any Linked Site, nor does GoReact warrant that a Linked Site will not contain computer viruses or other harmful code that can impact computer or other web access devices. By using the Service to link to another site, Customer agrees and understands that such use is entirely at Customer’s own risk, and that Customer may not make any claims against GoReact for any damages or losses whatsoever resulting from such use. However, if there is a problem with a Linked Site, please let GoReact know at legal@goreact.com, and GoReact may investigate the link and take appropriate action in order to improve the Service.

10. WARRANTY AND DISCLAIMER.

(a) As limited by the terms of this Agreement, GoReact warrants to Customer (not to individual Users) that, during the Term, the Service will operate substantially in accordance with the documentation GoReact provides to Customer. This limited warranty shall not apply to problems that result from: (i) factors outside of GoReact’s reasonable control; (ii) any failure by Customer to comply with this Agreement; (iii) any failure by Users to use the Service in accordance with this Agreement or other instructions provided by GoReact; (iv) any unauthorized use of the Service; (v) Customer’s, User’s or any third party’s hardware, software, and equipment; (vi) errors in entering, analyzing, or viewing Submissions; (vii) the fault or negligence of Customer, Users, operator error, improper use or misuse of the Service, or any other causes external to the Service or GoReact; or (viii) downtime as a result of scheduled maintenance performed by or for GoReact. In the event of a material breach of the foregoing warranty, Customer’s sole and exclusive remedy, and GoReact’s only obligation, at GoReact’s discretion, will be to repair, modify or replace the nonconforming Service within thirty (30) days after GoReact receives Customer’s written notice of the material nonconformity, or if GoReact determines that it is not commercially feasible to repair, modify or replace the nonconforming Service in a manner that removes such nonconformity, GoReact will refund the amount of any Fees actually paid by Customer to GoReact under this Agreement for up to the previous four (4) months of the Service and Customer will have the option to terminate the Agreement without penalty upon written notice to GoReact within thirty (30) days of being informed of such determination.

(b) EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, THE SERVICE (INCLUDING GOREACT WEBSITES, MOBILE APPLICATIONS, AND ALL OTHER FEATURES ON THE SERVICE) ARE PROVIDED TO CUSTOMER “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, OR NON-INFRINGEMENT. SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN GOREACT HEREBY GRANTS THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY SUCH APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM GOREACT, ITS EMPLOYEES, AGENTS, SUPPLIERS OR ANY OTHER PERSONS SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. ADDITIONALLY, GOREACT DOES NOT MAKE ANY WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT CUSTOMER’S USE OF THE SERVICE WILL MEET CUSTOMER’S EXPECTATIONS, OR THAT THE SERVICE IS CORRECT, ACCURATE, OR RELIABLE, OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER’S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT PROVIDED ON THE SERVICE IS FOR CONVENIENCE ONLY AND GOREACT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY USER SUBMISSION, OPINION, STATEMENT, PRODUCT, ADVICE, RECOMMENDATION OR SERVICE MADE, PROMOTED, ADVERTISED OR OFFERED BY ANY GOREACT USER, THIRD PARTY, OR OTHER ENTITY MADE AVAILABLE THROUGH THE SERVICE OR ANY LINKED SITES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GOREACT WILL NOT BE A PARTY TO OR IN ANY WAY BE

RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN CUSTOMER AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

11. LIMITATION OF LIABILITY.

(a) CUSTOMER AGREES THAT THE CONSIDERATION WHICH GOREACT RECEIVES HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY GOREACT OF THE RISK OF CUSTOMER INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW) OR OTHERWISE SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH IN SECTION 11(B) BELOW.

(B) THE MAXIMUM LIABILITY OF EITHER PARTY TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF FOUR (4) MONTHS OF FEES APPLICABLE AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE SERVICE AVAILABLE TO CUSTOMER AND THAT, WERE GOREACT TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO INDEMNITY OBLIGATIONS HEREIN. Certain jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

12. RELEASE, RESPONSIBILITY AND DISPUTE RESOLUTION.

(a) Each party hereby agrees that it is responsible for its own acts and behavior and the results thereof to the extent permitted in accordance with applicable law and except as expressly provided otherwise in this Agreement.

(b) Each party agrees that before it files a claim or suit with a federal or state agency or court or other public forum against the other related to this Agreement, it shall provide thirty (30) days prior written notice to the other and that, within such thirty (30) day period (or longer, if extended by mutual desire of the parties), authorized representatives of the parties shall meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

13. INDEMNITY.

GoReact shall, at its own expense and subject to the limitations set forth in this Section and any limitations of applicable law (including legal restrictions to which Customer may be subject), defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "**Claims**") alleging that the Service, as used in accordance with this Agreement, infringes third party copyrights, trade secrets or trademarks and shall hold Customer harmless from and against liability, damages, and costs finally awarded, including, without limitation, reasonable attorneys' fees (collectively, "**Losses**") to the extent based upon such a Claim. Excluded from the indemnification obligations in this paragraph are Claims to the extent arising from (i) use of the Service in violation of this Agreement or applicable law, (ii) use of the Service after GoReact notifies Customer to discontinue use because of an infringement claim, or (iii) modifications to the Service or use of the Service in combination with any software, application or service made or provided

other than by GoReact except where such combination is normal or reasonably anticipated in GoReact's Service documentation or marketing materials.

(a) If a Claim of infringement is brought or threatened, GoReact may, at its sole option and expense, use commercially reasonable efforts either (i) to procure a license that will protect Customer against such Claim without cost to Customer; (ii) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the prepaid and unused Fees for the terminated portion of the Term. The rights and remedies granted Customer under this Section 13 state GoReact's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party.

(b) In the event of a potential indemnity obligation under this Section, Customer shall: (i) promptly notify GoReact in writing of such Claim; (ii) subject to the consent of the Attorney General of the State of Texas, allow GoReact to have sole control of its defense and settlement; and (iii) upon request of GoReact and subject to the consent of the Attorney General of the State of Texas, cooperate in all reasonable respects, at GoReact's cost and expense, with GoReact in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon Customer's compliance with this Section. The indemnification obligations contained in this Section shall survive expiration or termination of this Agreement.

14. IRREPARABLE HARM AND INJUNCTIVE RELIEF.

The Service and the content made available through the Service is the result of significant investment by GoReact in developing, organizing, and presenting various tools and Submissions for the convenience of its Users. By using the Service, Customer hereby acknowledges and recognizes the uniqueness of the services provided by the Service and GoReact's substantial investments in such services as described herein, such that a breach of this Agreement by Customer could result in irreparable harm to GoReact for which money damages or other legal remedies may not adequately compensate. Accordingly, in the event of a breach of this Agreement, GoReact shall be entitled to seek equitable remedies, including without limitation preliminary and permanent injunctive relief.

15. CONFIDENTIALITY.

(a) For purposes of this Agreement, "**Confidential Information**" includes, unless otherwise restricted by applicable law, the terms of this Agreement, Submissions, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential. Confidential Information shall not include information which: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the receiving party, subsequent to disclosure by the disclosing party; or (iv) is aggregate statistical data regarding GoReact's products and services that does not contain any personally identifiable, User-specific or Customer-specific information.

(b) Each party agrees: (i) to keep confidential all Confidential Information; (ii) not to use or disclose Confidential Information to any third party except as directed by the disclosing party and only to the extent necessary to perform its obligations or exercise rights under this Agreement; and (iii) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement.

(c) Notwithstanding the foregoing, this paragraph will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law (specifically including applicable open records and public

information laws to which Customer may be subject) or order of a court or other governmental authority or regulation, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure.

16. ASSIGNMENT.

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that GoReact may assign, without Customer's consent, this Agreement, to (i) a wholly owned subsidiary of GoReact, or (ii) any entity which acquires all or substantially all of the assets of GoReact or into which GoReact is merged or consolidated or to any entity controlling or controlled by GoReact. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

17. PRIVACY; FERPA.

(a) GoReact may track web traffic origination and patterns for visitors to its website and Users of the Service, and may analyze this data for trends and statistics in the aggregate; provided that, this information is (i) maintained, used, and disclosed in aggregate form only and (ii) de-identified in accordance with Applicable Laws (as such term is defined below) ("**Aggregate Data**"). GoReact may use this Aggregate Data to analyze trends, administer the Service, track users' movement, and gather broad demographic information for aggregate use.

(b) The parties acknowledge that Customer is a qualifying educational agency or institution under the U.S. Family Educational Rights and Privacy Act ("**FERPA**"). Accordingly, Customer hereby designates GoReact as a "school official" with "legitimate educational interests" in Customer's "education records" (as such terms are defined in FERPA) to the extent GoReact requires access to those records to fulfill its obligations under this Agreement. GoReact agrees to abide by the limitations and requirements imposed on school officials under the FERPA regulations, including but not limited to, FERPA's limitations on re-disclosure of personally identifiable information or PII (as such term is defined in FERPA). This designation is solely for the purposes of FERPA compliance and for no other purpose and to the extent Customer has policies, rules, and procedures binding on Customer officials generally, those policies, rules, and procedures will apply to GoReact only to the extent as is relevant to compliance by Customer and GoReact with FERPA.

(c) As part of Customer's use of the Service, GoReact may collect PII. GoReact agrees to collect and/or use such PII only for the purpose of fulfilling its duties under the Agreement, and will not share or disclose any such PII to any third party except as provided for in this Agreement, as required by law, or as authorized in writing by Customer. GoReact agrees to share the names of any subcontractors with Customer upon request. Any such subcontractors will be subject to the terms of this Agreement. GoReact specifically agrees not to use any PII for purposes of targeted advertising. Customer agrees that de-identified data, from which all PII-qualifying identifiers have been removed in accordance with FERPA, is not PII and may be used for lawful purposes; provided that, GoReact agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification.

(d) GoReact will ensure that all Customer Data, including without limitation, education records and PII, in its possession and in the possession of any subcontractors to which GoReact may have transferred Customer Data, are destroyed or transferred to Customer, at Customer's direction, when the Customer Data is no longer needed for its specified purpose.

18. COMPLIANCE WITH LAWS.

(a) Each party shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its performance of its obligations under this Agreement, including without limitation, those related to privacy, information security, and electronic communications ("**Applicable Laws**").

(b) If and only to the extent that Customer Data includes Protected Health Information (as such term is defined

in the Health Insurance Portability and Accountability Act of 1996 and 45 Code of Federal Regulations (CFR) Part 160 and subparts A and E of Part 164 ("HIPAA")), the parties agree to comply with all Applicable Laws relating to the maintenance, uses, and disclosures of such Protected Health Information, including without limitation, HIPAA (collectively, "Healthcare Laws"). GoReact agrees to enter into further agreements, including without limitation, Business Associate Agreements with Customer or other appropriate entities as necessary to facilitate compliance with any applicable Healthcare Laws.

(c) If and only to the extent that Customer Data includes personal data (as such term is defined in the EU General Data Protection Regulation 2016/679 ("GDPR")), the parties agree to comply with GDPR and enter into a data processing agreement that complies with the requirements of GDPR.

19. GENERAL.

(a) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If Customer uses the Service outside the United States of America, Customer is responsible for following applicable local laws.

(b) Except for obligations of payment, neither party shall be liable for any delay or failure in performing hereunder if such failure arises, directly or indirectly, out of causes beyond the reasonable control of such party, including acts of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, lightning, power surges or failures, terrorism, failure of telecommunications services (including the Internet), or acts or omissions of communications carriers. Performance shall be deferred until such cause of delay is removed, provided that the delayed party shall notify the other party of such occurrence.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. GoReact's failure to act with respect to a breach by Customer or others does not waive its right to act with respect to subsequent or similar breaches.

(d) This Agreement sets forth the entire understanding and agreement between Customer and GoReact with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form. Neither party may modify this agreement without the express written consent of the other party.

(e) In addition to and subject to the Sections noted as surviving above, the following Sections shall survive termination of this Agreement: 6, 7, 8, 10, 11, 12, 14, 15, 16, 17, 18 and 19.

ACCEPTANCE

Both parties have read and agree to be bound by all terms and provisions of this GoReact Customer Terms Agreement, which shall be effective when signed by an authorized representative of both parties set forth below.

The Texas A&M University System

DocuSigned by:
By Jeff Zimmermann
E2BE2924E69547F...
Jeff Zimmermann
Director, Procurement & Business Services

Date 9/17/2020 | 22:07:09 CDT

SpeakWorks, Inc., d/b/a GoReact

DocuSigned by:
By Ken Meyers
1FD66AD743ED4D4...
Ken Meyers
CEO

Date 9/17/2020 | 16:24:09 PDT