

**MASTER SERVICES AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND MOTIMATIC, PBC**

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 Motimatic, PBC (“Motimatic”). The A&M System and Motimatic hereby agree as follows:

1. SCOPE OF WORK

Motimatic shall work with members of the A&M System (each a “Member”) to provide the 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 Motimatic for the services described in Exhibit A. There is no guarantee of Member participation. It is the responsibility of each Member to negotiate an agreement with Motimatic (each a “Member Agreement”) referencing this MSA, for its specific needs. Exhibit B to this MSA (Motimatic Terms of Services) is incorporated into each 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 Motimatic 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 Motimatic.
- C. Expiration or termination of this MSA will not terminate any Member Agreement.
- D. Motimatic’s duties under this MSA which impose an obligation after expiration or termination of this MSA will survive unless otherwise expressly provided in this MSA.

5. PUBLIC INFORMATION

- A. Motimatic acknowledges that the A&M System 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 MSA as well as any other disclosure of information required by applicable Texas law.

- B. Upon the A&M System's written request, Motimatic shall promptly provide specified contracting information exchanged or created under this MSA for or on behalf of the A&M System.
- C. Motimatic acknowledges that the A&M System may be required to post a copy of the fully executed MSA 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 Motimatic acknowledges that this MSA may be terminated if Motimatic knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

Motimatic and the A&M System 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 Motimatic that cannot be resolved in the ordinary course of business. Motimatic 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 Motimatic's claim and any counterclaim and negotiate with Motimatic in an effort to resolve the claim.

7. GENERAL PROVISIONS

- A. **Independent Contractor.** Motimatic is an independent contractor, and neither Motimatic nor any employee of Motimatic will be deemed to be an agent or employee of the A&M System. The A&M System will have no responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. Motimatic shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of the A&M System relative to conduct on its premises.
- B. **Use of Name.** Motimatic may not use the names or any adaptation of the names of the A&M System 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 or its employees.
- C. **Entire Agreement.** This MSA constitutes the sole agreement of the A&M System and Motimatic and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this MSA. This MSA may not be amended or otherwise altered except upon the written agreement of both the A&M System and Motimatic.
- D. **Severability.** Each provision of this MSA 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 remain valid, legal, and enforceable.
- E. **Governing Law.** The validity of this MSA and all matters pertaining to this MSA, 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.
- F. **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.
- G. **Non-Waiver.** Motimatic acknowledges that the A&M System are an agencies of the State of Texas and nothing in this MSA waives or relinquishes the A&M System's right to claim such exemptions, privileges, and immunities as may be provided by law.
- H. **Conflict of Interest.** By executing this MSA, Motimatic and each person signing on behalf of Motimatic 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 in the services to which this MSA relates, or in any of the profits, real or potential, thereof.

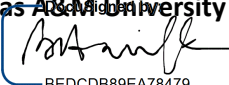
- I. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this MSA, Motimatic certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. Motimatic acknowledges this MSA may be terminated and payment withheld if this certification is inaccurate.
- J. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Motimatic certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Motimatic acknowledges that this MSA may be terminated if this certification is or becomes inaccurate.
- K. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, Motimatic certifies that Motimatic is not ineligible to receive this MSA and acknowledges that this MSA may be terminated and payment withheld if this certification is inaccurate.
- L. **Records Retention.** Motimatic shall preserve all contracting information, as defined under Texas Government Code, Section 552.003(7), related to this MSA for the duration of this MSA and for seven years after the conclusion of this MSA.
- M. **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.
- N. **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 Motimatic 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: zimmermann@tamus.edu

Motimatic: Motimatic, PBC
 101 Cooper St.
 Santa Cruz CA 95060
 Attention: Mihir Shah
 Phone: (650) 213-2526
 E-mail: mihir@motimatic.com

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

The Texas A&M University System

By  _____
BEDCDB89EA78479...

Billy Hamilton
Deputy Chancellor and CFO

12/12/2020

Date

Motimatic, PBC Signed by:

By  _____
587EEEA9891B433...

Name: Mihir Shah
Title: CEO

12/10/2020

Date

Exhibit A Services

Motimatic is a Public Benefit Corporation whose charter is to help people make better choices that lead to better life outcomes for them and their families. Motimatic works with colleges and universities to support students in starting and continuing their educational journeys.

Within the realm of Enrollment Management, Motimatic supports schools in getting more students to complete their enrollment checklists, register for and classes and start/stay on the path to graduation. Motimatic takes a list from its clients of unconverted learners or prospective learners and then nudges these individuals to complete their next enrollment step by showing up in their social media feeds and other digital platforms in the form of encouraging, informational and inspirational messages that prompt them to keep moving. This is provided as a managed service where, after initial setup, next to no effort is required of the school. Motimatic serves the content, monitors the engagement and optimizes over time to achieve the best results for its clients and outcomes, insights and learnings are tracked and shared back with the institution on a regular basis.

Exhibit B

Motimatic Terms of Service

These Terms of Service (these “Terms”) govern the Member Agreement (this “Agreement”) between Motimatic, PBC (“Motimatic”) and the member (“Member”) of The Texas A&M University System (the “A&M System”) for access to and use of the internet-based services offered by Motimatic at and through the website motimatic.com and dashboard.motimatic.com (such services, applications and the website are collectively referred to as the “Service”).

Member Account and Use of the Service

In order to access and use the Service, Member employees may have to create an account with Motimatic. If so, Member employees must provide accurate and complete registration information in order to use the Service. Member is responsible for using the Service in a private and secure manner. Motimatic is not liable for any damage or loss due to unauthorized account access resulting from Member’s actions. If Member becomes aware of any unauthorized use of a Member employee’s password or account, Member agrees to notify Motimatic immediately at support@motimatic.com. A Member employee may create the employee’s own account, or one may be assigned or provided to the employee by Member through a Member administrator or another Member user who has invited the employee to access and use the Service. Such Member administrator or other user may be able to access and view the employee’s use of the Service as well as restrict or terminate the employee’s access.

Member may not use the Service for any illegal activity or to violate laws in Member’s jurisdiction. Member may not exploit the Service to access confidential information of any other person. The Service is not intended for children under 13, and by using the Service, Member is representing that Member’s employee users are at least 18.

Privacy

Motimatic shall comply with all federal, state, and local laws, rules, and regulations applicable to Motimatic’s performance of its obligations under this Agreement, including but not limited to, all applicable privacy, data protection, and information security-related laws, rules, and regulations (collectively, “Applicable Laws”). In addition, Motimatic shall comply with all terms, conditions, guidelines, and policies of any social media platforms or online services that Motimatic utilizes to provide the Service to Member.

Pursuant to this Agreement, Motimatic may create, access, receive or maintain records on behalf of Member that contains (a) personally identifiable information of Member’s prospective students (“Applicant Records”) and (b) personally identifiable information from education records (as such term is defined in the Family Educational Rights and Privacy Act (“FERPA”)) or other records that are subject to FERPA (“FERPA Records”, and collectively with Applicant Records, “Student Records”). All Student Records shall remain the sole and exclusive property of Member. Motimatic is only permitted to use the Student Records for the purpose of fulfilling Motimatic’s obligations under this Agreement. Motimatic is prohibited from redisclosure of the Applicant Records except as provided for in this Agreement or as otherwise authorized by Applicable Laws or Member in writing.

With respect to the FERPA Records, Member hereby designates Motimatic as a school official with a legitimate educational interest in the FERPA Records to the extent Motimatic is required to create, access, receive or maintain FERPA Records to fulfill its obligations under this Agreement. Motimatic shall comply with FERPA as to any such FERPA Records. Motimatic is prohibited from redisclosure of the FERPA Records except as provided for in this Agreement or as otherwise authorized by FERPA or Member in writing. If Member has a reasonable basis to believe that Motimatic is not in compliance with the terms of this Agreement as it relates to the FERPA Records, Member may audit Motimatic’s compliance as it relates to the FERPA Records. Motimatic agrees to indemnify and hold

harmless Member for any damages, costs or expenses awarded against Member in any legal action as a result of Motimatic's failure to comply with its obligations in this section.

Motimatic shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the Student Records from unauthorized access, disclosure or use. Motimatic shall, within two (2) business days of discovery, report to Member any use or disclosure of the Student Records not authorized by this Agreement or in writing by Member. Motimatic's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Student Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Motimatic has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Motimatic has taken or will take to prevent future similar unauthorized use or disclosure. Motimatic shall provide such other information, including a written report, as may be reasonably requested by Member. Member shall be responsible for providing any notifications that are required under any Applicable Laws.

Motimatic shall restrict disclosure of the Student Records solely to those employees, subcontractors or agents of Motimatic that have a need to access the Student Records in order for Motimatic to perform its obligations under this Agreement. Motimatic will require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Motimatic in this Agreement, including without limitation, the prohibition on redisclosure of Student Records. Motimatic must promptly notify Member of any legal request for Student Records from a third party and take (and assist Member in taking) appropriate steps not to disclose such Student Records.

Within thirty (30) days of the expiration or termination of this Agreement, Motimatic shall, as directed by Member, return to Member all Student Records in its possession (or in the possession of any of its subcontractors or agents) or delete all such Student Records if return is not feasible. Motimatic shall provide Member with at least ten (10) days' prior written notice of Motimatic's intent to delete such Student Records, and shall confirm such deletion in writing.

Restrictions

Member agree that Member are responsible, to the extent authorized under Texas law, for Member employees' conduct while accessing or using the Service and for any consequences thereof. Member agrees to use the Service only for purposes that are in accordance with these Terms and any applicable laws or regulations. Member shall not reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Service. Unless expressly set forth herein, Member may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, any rights in the Service. Member may not resell or act as a service bureau for the Service or any component thereof. Member may not remove from the Service, or alter or add, any Marks or copyright notices or other proprietary rights markings.

Third Party Materials and Agreements; Advertisement and Marketing Materials

Member may be able to access or use third-party services, products, resources, content or information, including without limitation products and services offered by Motimatic's partners ("Third Party Materials") via the Site. Member acknowledges sole responsibility for and assume all risk arising from Member's access to or use of any such Third Party Materials and Motimatic disclaims any liability that Member may incur arising from Member's access to or use of such Third Party Materials. Member acknowledges and agrees that Motimatic: (a) is not responsible for the availability or accuracy of such Third Party Materials or the products or services on or available from such Third Party Materials; (b) has no liability to Member for any harm, injuries or losses suffered as a result of Member's access to or use of such Third Party Materials; and (c) does not make any promises to remove Third Party Materials from being accessed through the Site. Member's ability to access or link to Third-Party Materials

or third party services does not imply any endorsement by Motimatic of Third Party Materials or any such third party services.

By using the Site, Member agrees to accept advertisements that are offered through the Site. Such advertisements may be provided by Motimatic or by third party advertising providers contracted by Motimatic. Any information collected by such third-party advertising providers are subject to the policies of such providers.

Proprietary Rights

Member acknowledges and agrees that Motimatic owns all legal right, title and interest in and to the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist). These Terms do not convey to Member any rights of ownership in or related to the Service or any intellectual property rights.

If Member gives feedback on the Site, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by Motimatic and may become part of the Site without compensation to Member. Motimatic reserves all rights in and to the Site unless Motimatic expressly state otherwise. The Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

Member may not decompile, reverse engineer, disassemble, or otherwise reduce the Site to a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if Member notifies Motimatic in writing in advance. Member may not copy, frameset, enclose or otherwise distribute any part of the Site.

All graphics, logos, service marks, and trade names, including third-party names, product names, and brand names (collectively, the "Marks") relating to the Service are the trademarks of Motimatic. Member is prohibited from using any Marks without Motimatic's prior written permission, which shall be provided in our sole and exclusive discretion. Motimatic reserves all rights and interests not expressly granted in this Agreement, and no direct or indirect ownership interest or license right in or to Motimatic's Marks, the Service or any other Motimatic intellectual property is granted to Member or created by implication in this Agreement. Unless Member directs otherwise, Member agrees that Motimatic may list Member as a client in Motimatic's marketing, business development and/or public relations materials and announcements so long as such listings, in context, are not misleading or imply an endorsement by Members, or Member's employees.

Member agrees not to disable, interfere, or try to get around any of the features of the Site related to security, or enforcing the limits on the use of the Site.

Availability

Motimatic shall use reasonable efforts to ensure that the Site is available but Member acknowledges that temporary interruptions in the availability of the Site may occur from time to time as normal events.

Service Data

In connection with Member's use of the Service, Member may submit, or cause to be submitted, and store within the Service electronic data, text, messages, communications and other materials or information about Member, Member's business, Member's infrastructure, Member's customers, vendors, sales, accounting or financial results and records, inventories and other business data (the "Service Data"). Member retains copyright and any other rights Member already holds in the Service Data and Member is responsible for protecting those rights in Member's discretion. By uploading or submitting Member's Service Data through the Service Member gives Motimatic a worldwide, fully paid-up, royalty-free, revocable, and non-exclusive license to reproduce, adapt,

modify, translate, share and distribute such Service Data for the purpose of (i) enabling Motimatic to provide Member with the Service and (ii) providing non-identifiable aggregate data and analysis based on Member's Service Data to third parties in Motimatic's sole discretion.

Member may choose to or Motimatic may invite Member to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, Member agree that Member's disclosure is gratuitous, unsolicited and without restriction and will not place Motimatic under any fiduciary or other obligation, and that Motimatic are free to use the Idea without any additional compensation to Member, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

Limited License

Motimatic retains all rights, title, and interest in any and all information, data, and content generated by Motimatic through operation of the Service, or in any output generated by operation of the Service (the "Motimatic Content", together with Service Data, the "Content"). As between Motimatic and Member, Motimatic is the owner or applicable licensor of the Motimatic Content. In connection with Motimatic's provision of the Service to Member, except as otherwise provided in this Agreement, as between Member, on the one hand, and Motimatic, on the other hand, Motimatic retains all right, title, and interest in and to Motimatic Content.

Term and Termination

This Agreement will remain in effect for the period specified in this Agreement unless sooner terminated as provided in this section or extended by written agreement of the parties.

Either party may terminate this Agreement effective upon 30 days' written notice to the other party.

Either party may terminate this Agreement effective upon written notice to the other party if the other party materially breaches any term of this Agreement 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 Agreement effective immediately upon written notice to the breaching party.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MOTIMATIC AND ITS AFFILIATES, SUPPLIERS AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

MOTIMATIC WARRANTS THAT THE SITE, WHEN OPERATED ACCORDING TO MOTIMATIC'S DOCUMENTATION AND INSTRUCTIONS, WILL PERFORM SUBSTANTIALLY ACCORDING TO THE FUNCTIONAL SPECIFICATIONS IN MOTIMATIC'S MARKETING MATERIALS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MOTIMATIC AND ITS AFFILIATES, SUPPLIERS AND PARTNERS MAKE NO WARRANTY THAT (i) THE SITE OR ANY PRODUCTS PURCHASED THROUGH THE SITE WILL MEET MEMBER'S REQUIREMENTS; (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THAT THERE WILL BE NO ERRORS IN THE SITE OR THAT MOTIMATIC WILL FIX ANY ERRORS. ANY MATERIALS OBTAINED THROUGH USE OF THE SITE ARE OBTAINED AT MEMBER'S OWN DISCRETION AND RISK AND MOTIMATIC SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO MEMBER'S COMPUTER OR DATA OR FOR ANY BUGS, VIRUSES, TROJAN HORSES OR OTHER DESTRUCTIVE CODE RESULTING FROM USE OF THE SITE OR ANY CONTENT OBTAINED FROM THE SITE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO MEMBER. MEMBER MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

MEMBER EXPRESSLY UNDERSTANDS AND AGREES THAT, EXCLUDING MOTIMATIC'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, MOTIMATIC, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO MEMBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY MEMBER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THE LIMITATIONS ON MOTIMATIC'S LIABILITY TO MEMBER ABOVE SHALL APPLY WHETHER OR NOT MOTIMATIC HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

Indemnity

Indemnification. Motimatic agrees to indemnify and hold harmless Member from any claim, damage, liability, expense or loss to the extent arising out of Motimatic's negligent or willful errors or omissions under this Agreement.

Other Content

The Service may include hyperlinks to other web sites or content or resources or email content. Motimatic may have no control over any web sites or resources which are provided by other parties. Member acknowledges and agrees that Motimatic may be responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources. Member acknowledges and agrees that Motimatic may be liable for any loss or damage which may be incurred by Member as a result of the availability of those external sites or resources, or as a result of any reliance placed by Member on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources. Member may be exposed to things on other websites that Member does not like or that Member finds offensive. Motimatic may be responsible for this, also. Member must use Member's own discretion when Member goes to other websites. Member should also read the terms and conditions and privacy policies of these other websites.

General Legal Terms

This Agreement constitutes the whole legal agreement between Member and Motimatic and governs Member's use of the Service and completely replaces any prior agreements between Member and Motimatic in relation to the Service, including prior versions of these Terms. Should any provision of this Agreement be found invalid or unenforceable, the remaining terms shall still apply if the essential terms of this Agreement remain valid, legal, and enforceable.

There are no third-party beneficiaries to this Agreement. The parties are independent contractors, and nothing in this Agreement creates an agency, partnership or joint venture.

Each party agrees that if Motimatic doesn't exercise or enforce any legal right or remedy which is contained in this Agreement (or of which that party has the benefit of under any applicable law), this will not be taken to be a waiver of that party's rights and that those rights or remedies will still be available to that party.

This Agreement, and the parties' relationship under this Agreement, shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Each Party agrees to the exclusive venue of the courts with jurisdiction over the Texas county in which the primary office of Member's chief executive officer is located to resolve any legal matter arising from this Agreement.

Neither party may assign any of their rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

Motimatic shall not perform any student recruitment activities (including but not limited to targeted information dissemination to individuals, solicitations to individuals, contacting potential enrollment applicants, and aiding students in filling out enrollment application information), as described in 20 U.S.C. § 1094(a)(20), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)), (the "Incentive Compensation Rules") on behalf of Member under this Agreement. Motimatic shall ensure that all information and content provided by Motimatic to prospective students under this Agreement is accurate, complete, and in compliance with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable Federal Trade Commission laws, regulations, and guidelines, and all other applicable laws and regulations. Motimatic shall indemnify and defend Member from any claim, damage, liability, expense or loss to the extent arising out of Motimatic's violation of its obligations under this paragraph.

It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment Act. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

Motimatic acknowledges that Member 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 Member's written request, Motimatic will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Member.

Motimatic acknowledges that Member 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 Motimatic agrees that this Agreement can be terminated if Motimatic knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, Motimatic agrees that any payments owing to Motimatic under this Agreement may be applied directly toward certain debts or delinquencies that Motimatic 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.

Not Eligible for Rehire. Motimatic is responsible to ensure that employees participating in work for Member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

Franchise Tax Certification. If Motimatic is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Motimatic certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Motimatic is exempt from the payment of franchise (margin) taxes.

State Auditor's Office. Motimatic 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. Motimatic agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Motimatic will include this provision in all contracts with permitted subcontractors.

This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

Severability. If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

HUB Subcontracting Plan. If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the Motimatic will be required to make a good faith effort and complete the State of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the Motimatic will 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 pre-existing agreements with companies who will be hired as subcontractors exist, then the Motimatic will be expected to make a good faith effort according to the HSP instructions.

In the event that Motimatic determines it will be using a subcontractor, please contact Mr. Keith Williams from the A&M System's HUB Program at (979) 458-3265 or kwilliams@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

Force Majeure. Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not

enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

Loss of Funding. Performance by Member under this 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, Member will issue written notice to Motimatic and Member may terminate this Agreement without further duty or obligation hereunder. Motimatic acknowledges that appropriation of funds is beyond the control of Member.

Non-Waiver. Motimatic expressly acknowledges that Member is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Copyrights & Patents. Motimatic shall not provide to Member any materials or Services that infringe any intellectual property, privacy, or other right of any party. If Motimatic becomes aware of any possible infringement claims, Motimatic shall immediately notify Member in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or Service infringes any intellectual property, privacy, or other right, Motimatic shall indemnify and defend Member, the A&M System, and their regents, officers, employees, representatives, agents, and students against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding.

Conflict of Interest. By executing this Agreement, Motimatic and each person signing on behalf of Motimatic 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 Agreement, or in the Services, or in any of the profits, real or potential, thereof.

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Motimatic certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Motimatic acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Motimatic certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Motimatic acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, Motimatic certifies that Motimatic is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Records Retention. Motimatic will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to this Agreement for the duration of this Agreement and for seven years after the conclusion of this Agreement.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall 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. Member and Motimatic can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Member:	Address to be provided in the Agreement
Motimatic:	Motimatic, PBC 101 Cooper St. Santa Cruz CA 95060 Attention: Mihir Shah Phone: (650) 213-2526 E-mail: mihir@motimatic.com

Insurance

Motimatic 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 Member. By requiring such minimum insurance, Member shall not be deemed or construed to have assessed the risk that may be applicable to Motimatic under this Agreement. Motimatic shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Motimatic 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 without unconditional written notice to Member at least ten days before the effective date of the cancellation.

Coverage

Limit

A. Worker’s Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$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 Member. 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 and Member as additional insureds.

C. Commercial General Liability

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

The required commercial general liability policy will be issued on a form that insures Motimatic'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 Motimatic 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, Motimatic 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. Motimatic will deliver to Member:

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 Motimatic 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 and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, the A&M System, and Member as Additional Insureds up to the actual liability limits of the policies maintained by Motimatic. 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, the A&M System, and Member. No policy will be canceled without unconditional written notice to Member 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 Member ten (10) days prior to the

effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Agreement.

Any deductible or self-insured retention must be declared to and approved by Member prior to the performance of any services by Motimatic under this Agreement. Motimatic is 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.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to SOProurement@tamus.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Member in writing, except as may be noted.

Exhibit C Pricing

After successful results were achieved at Texas A&M University-Corpus Christi, Motimatic is able to offer waived implementation fees and discounted pricing to other Members, consistent with the following pricing table:

Number of Members	Pricing	% Discount vs. List Pricing
1-2	\$250 per conversion	28.6%
3	\$225 per conversion	35.7%
4	\$220 per conversion	37.1%
5	\$215 per conversion	38.6%
6	\$210 per conversion	40.0%
7	\$205 per conversion	41.4%
8	\$200 per conversion	42.9%
9	\$195 per conversion	44.3%
10	\$190 per conversion	45.7%
11	\$185 per conversion	47.1%

“Number of Members” means the number of Members with Member Agreements at the time of the conversion.

For purposes of this Exhibit C, a “conversion” occurs when a prospective student, given to Motimatic as part of a target list, completes his or her registration for courses at the Member for an upcoming term. A registering student may only count as a conversion, and a resulting fee is only due, for one academic term. In order to offer the above pricing, Motimatic requires a student list containing at least 2,000 records where the next step in the enrollment process for all prospective students on the target list is registering for courses. Where this is not possible, the pricing above may still be available, pending review of the available records/data.

Modifications to pricing or to the structure of an engagement can be addressed between Motimatic and any Member through the use of Motimatic’s Order Form or Statement of Work.