

Schedule I
To Wellspring License and Services Agreement
Payment Terms and Services Cost
Schedule I Effective Date: March 25, 2024

Pursuant to the Wellspring Master License and Services Agreement dated February 8, 2012 (Agreement), between The Texas A&M University System (Licensee) and Wellspring Worldwide Inc (Wellspring), Wellspring will provide the software and services described below as requested by Licensee. This Schedule I specifies the scope of services, costs and terms, and termination rights. All other terms and conditions are subject to the Agreement unless otherwise agreed to in writing between Wellspring and Licensee.

I.1. Software Description

Wellspring Expanded Business Intelligence with AUTM Reporting Dashboards

The Expanded Business Intelligence Solution is an AUTM Dashboard extension to the Wellspring Base that includes reporting metrics supporting AUTM Annual reporting. As part of the initial delivery, Wellspring staff will work with the Licensee to configure Wellspring Sophia fields to capture necessary AUTM Survey information required and then Wellspring staff will configure the AUTM BI dashboards according to the Licensee’s process for capturing & reporting the AUTM Survey data. At the start of each new AUTM reporting year, Wellspring staff will reset the reporting year to the new reporting year and make any configurations required (including possible changes to AUTM Survey questions or definition updates) to support the AUTM survey.

I.2 Software and Services Costs

Wellspring Expanded Business Intelligence with AUTM Reporting Dashboards	<p>\$4,880 USD / Year 1 (includes 30 consulting hours, configuration, and dashboard cost)</p> <p>\$1,533 USD / Year 2 and annually thereafter (includes dashboard fees and 5 hours of consulting and configuration annually)</p>
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**If Licensee signs by March 31, 2024, Wellspring can offer a 15% discount.*

I.3 Payment Terms

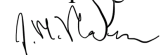
All prices quoted are in USD. Annual fees are paid annually on or before the first day of the license year. The Initial Term of the annual module is for a period of twelve months from the Effective Date of a signed Agreement and will renew each year for twelve-month increments. A sixty-day notice period is required to terminate a product, module, or annual service.

All annual fees will incur a 5% annual increase starting after the Initial Term.

No travel, materials, or supplies expense is anticipated as part of the services provided. Each party is responsible for their own cost of communications, including phone, internet access, and web conferencing. If any additional costs are required, Wellspring and Licensee will agree upon payment responsibility in advance of incurring costs.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed and delivered by their authorized representatives.

Wellspring Worldwide Inc.

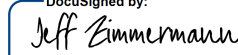


Mike MacKeen

Chief Financial Officer

Date: 3/25/2024 | 10:13 EDT

The Texas A&M University System

DocuSigned by:


E2BE232AE9647F
Name: Jeff Zimmermann

Title: Executive Director, Procurement Services

Date: 3/22/2024