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## SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement (together with the Order Form (as defined below) and any exhibits here to or thereto (this "Agreement") is made and entered into as of February 2, 2021 (the "Effective Date"), by and between AdmitHub, Inc., a Delaware corporation, with a business address located at 38 Chauncy St, 11th Floor, Boston, MA 02109 ("AdmitHub") and The Texas A&M University System (the "A&M System"), with a business address located 301 Tarrow Street, College Station, Texas, 77840.

### BACKGROUND

AdmitHub makes available certain products and services, including AdmitHub's proprietary software-as-a-service platform and related chatbots and knowledge base. AdmitHub and the A&M System agree that from time to time, AdmitHub and any member of the A&M System ("Member") may enter into an order form that expressly references, incorporates, and is governed by the terms of this Agreement, in a form substantially similar to the order form attached hereto as Exhibit A (each, an "Order Form"). Such Order Forms shall be effective upon execution by authorized representatives of AdmitHub and the applicable Member. In each case, the applicable Member executing the Order Form shall be considered the "Subscriber" pursuant to this Agreement. The execution of each Order Form by a Subscriber and AdmitHub shall be considered a separate agreement between such Subscriber and AdmitHub pursuant to which the Subscriber will purchase a license to access and use certain services ordered by the Subscriber on the applicable Order Form (the "Services"). Subscriber desires to use for itself the Services, in accordance with the terms and conditions set forth below. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

### TERMS & CONDITIONS

1. **DEFINITIONS.** Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

**1.1 "Access Protocols"** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Subscriber to access and use the Services.

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**1.2** “Authorized User” means any individual who is an employee or contractor of Subscriber or is authorized by Subscriber to access and use the Services pursuant to Subscriber’s rights under this Agreement.

**1.3** “Confidential Information” means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied to the Receiving Party under this Agreement. Confidential Information does not include any aggregated De-Identified Data covered by Section 8.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; (c) is lawfully acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes publicly known or available through no fault or action of the Receiving Party.

**1.4** “Directory Information” means the types of personally identifiable information designated as directory information by the Subscriber in its public notice to students. For the avoidance of doubt, “Directory Information” does not include any such information related to Current Students (as defined below) and Alumni (as defined below) who opted out of the disclosure of their directory information. Subscriber may revise the definition of “Directory Information” effective upon written notice to AdmitHub.

**1.5** “Confidential Student Information” means any information about a student who is currently enrolled at Subscriber (“Current Students”) or was previously enrolled at Subscriber (“Alumni”), or a current or previous prospective student at Subscriber (“Prospective Students”, and collectively with Current Students and Alumni, “Subscriber Students”).

Confidential Student Information includes, without limitation, personally identifiable information (as such term is defined in FERPA (as defined below)) from education records (as such term is defined in FERPA), Directory Information, grades, financial information, social security numbers (or other governmental identification numbers), biometric information, and other information that by its nature should be considered confidential to a Subscriber Student. For the avoidance of doubt, Confidential Student Information does include any information regarding Prospective Students who do not enroll at Subscriber.

**1.6** “De-Identified Data” means any data that has had all direct and indirect personal identifiers removed including, without limitation, any names, identification numbers, dates of birth, addresses, email addresses, and telephone numbers. De-Identified Data does not include any data that alone or in combination would allow a person or entity to identify a Subscriber Student.

**1.7** “Documentation” means the technical materials provided by AdmitHub to Subscriber in hard copy or electronic form or made available at [www.admithub.com/resources](http://www.admithub.com/resources), describing the use and operation of the Services.

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**1.8 “Error”** means a reproducible failure of the Services (i.e., and not of a user) to substantially conform to the Documentation. For the sake of clarification the AdmitHub chatbot engine learning process and any mistakes shall not constitute an Error for the sake of this Agreement.

**1.9 “Error Corrections”** means bug fixes or workarounds which correct Errors.

**1.10 “Knowledge Base”** means AdmitHub’s proprietary, algorithm-based data structure that underlies the Services.

**1.11 “Subscriber Content”** means any content and information submitted via or in connection with the Service by or on behalf of Subscriber by an Authorized User of the Services. For clarity, Subscriber Content does not include any portion of the Knowledge Base.

**1.12 “Supported Environment”** means the minimum hardware, software, and connectivity configuration specified from time to time by AdmitHub as required for Subscriber to access and use the Services.

## **2. PROVISION OF SERVICES**

**2.1 Access.** Subject to Subscriber’s payment of the Fees and compliance with the terms of this Agreement, AdmitHub will provide Subscriber with the Services and access thereto. Promptly following the Effective Date, AdmitHub shall provide to Subscriber the necessary network links or connections and Access Protocols to allow Subscriber and its Authorized Users to access the Services in accordance with the Access Protocols, this Agreement, and the applicable Order Form. AdmitHub shall comply with all federal, state, and local laws, rules, and regulations applicable to AdmitHub’s provision of the Services and performance of this Agreement including, without limitation, FERPA, the Texas Identify Theft Enforcement and Protection Act, and any other privacy, data protection, and information security-related laws, rules, or regulations applicable to the protection of Confidential Student Information, including, without limitation, EU General Data Protection Regulation 2016/679.

**2.2 Uptime; Support Services.** AdmitHub will use commercially reasonable efforts to provide the Services in a manner that minimizes errors and interruptions in accessing the Services, as set forth in AdmitHub’s service level agreement available at <http://www.admithub.com/legal/sla> (the “SLA”). AdmitHub will provide Subscriber with the support services described in the SLA, and agrees that it shall not materially lower the standards or commitments of its SLA from the terms provided as of the Effective Date.

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**2.3 Hosting.** AdmitHub shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require AdmitHub to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Subscriber, any Authorized User or any other user to provide access from the Internet to the Services.

**2.4 No Third-Party Servicer Status.** Subscriber understands and agrees that this Agreement does not purport to render AdmitHub a Third Party Servicer as that term is defined at 34 C.F.R. §§ 668.2, 668.25 and AdmitHub shall not undertake any work pursuant to this Agreement inconsistent with this Section 2.4. Subscriber further agrees that it shall not report AdmitHub as a Third Party Servicer to the U.S. Department of Education or any other governmental agency or accrediting body.

### 3. INTELLECTUAL PROPERTY

**3.1 Access Grant.** Subject to the terms and conditions of this Agreement, AdmitHub hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable right during the Term, solely for Subscriber's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation for the purpose of sending informational communications (including by text message) to persons concerning Subscriber's student application and/or enrollment processes and/or other processes related to student retention; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Subscriber's authorized use of the Services.

**3.2 Restrictions.** Subscriber agrees that it will not, nor will Subscriber cause or permit any Authorized User or other party to, (a) access or use the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) remove or obscure any proprietary notices or labels of AdmitHub; or (g) access or use the Services in violation of applicable law.

**3.3 Ownership.** Except for the licenses granted by AdmitHub under this Agreement, AdmitHub owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

**3.4 Open Source Software.** Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is

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not subject to the terms and conditions of Sections 3.1 or 3.2. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Subscriber's rights under, or grants Subscriber rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software; provided, however, that AdmitHub represents and warrants that no such Open Source Software license terms are: (i) materially inconsistent with terms herein, or (ii) restricts or prevents the intended use of the Services. If required by any license for particular Open Source Software, AdmitHub makes such Open Source Software, and AdmitHub's modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

**3.5 Feedback.** Subscriber may from time to time provide suggestions, comments for enhancements or functionality or other feedback to AdmitHub with respect to the Services or other of AdmitHub's products and services ("Feedback"). AdmitHub will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Subscriber hereby grants to AdmitHub a royalty-free, fully paid up, worldwide, transferable, sublicensable (through multiple tiers), irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback and/or any subject matter thereof, in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subjectmatter of the Feedback in whole or in part.

#### **4. FEES.**

Subscriber shall pay AdmitHub the fees set forth in the Order Form (the "Fees"). AdmitHub shall invoice Subscriber for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Subscriber within thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. To the extent permitted by applicable law, Subscriber shall pay interest on any overdue balance at the rate of 1 ½% per month or the maximum permitted by law, whichever is less. All taxes and other governmental charges (except for income taxes), if any, imposed on Subscriber payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Subscriber.

#### **5. SUBSCRIBER CONTENT AND RESPONSIBILITIES**

**5.1 License; Ownership.** Subscriber hereby grants AdmitHub a non-exclusive, worldwide, royalty-free, sublicensable and non-transferable (except in accordance with Section 12 of this Agreement) license to copy, display, distribute, modify and otherwise

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use the Subscriber Content and Subscriber's trademarks, service marks, tradenames and logos (collectively, "Subscriber Marks") as required to provide the Services solely in accordance with the terms of this Agreement and in accordance with Subscriber's use guidelines as provided to AdmitHub from time to time. As between the parties, Subscriber owns all right, title and interest in the Subscriber Content and Subscriber Marks.

**5.2 Subscriber Certifications.** Subscriber certifies that as of the Effective Date and throughout the term of this Agreement (a) prior to using the Services to send or to authorize Admithub to send any informational communication (including by text message) to any person, Subscriber shall obtain, in such form as required by applicable law, the prior express consent of such person for Subscriber or AdmitHub, as applicable, to contact them (including by call and/or text message) via the Services; (b) Subscriber will use the Services only to send informational communications (including by text message) about Subscriber's student application and/or enrollment processes and/or processes related to student retention to persons who have provided such prior express consent; and (c) the Subscriber Content shall not knowingly (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage AdmitHub's system or data; or (v) otherwise violate any privacy or other right of any third party.

**5.3 Authorized User Access.** Subscriber may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Subscriber is responsible for maintaining the confidentiality of Access Protocols and AdmitHub will not be liable for any unauthorized access or use of the Services resulting from Subscriber's actions. Subscriber will immediately notify AdmitHub of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Subscriber.

**5.4 Subscriber Responsibility for Access, Content and Security.** Unless otherwise specified on the Order Form, AdmitHub is not obligated to back up any Subscriber Content; Subscriber is solely responsible for creating backup copies of any Subscriber Content at Subscriber's sole cost and expense. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content. Subscriber shall provide at least one staff member and three student resources to collaborate with AdmitHub and Subscriber shall maintain the Supported Environment (if any) described in the Order Form. Subscriber shall be responsible for maintaining the answers to Subscriber Students' questions. Subscriber shall be responsible for creating, updating, or deleting the answers it wants to provide to Subscriber Students. AdmitHub will provide Subscriber Students with the ability to opt out of the receipt of any informational communications (including text messages) and honor any such opt-out requests.

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**5.5 Subscriber Consent to Certain Authorized User Contacts.** Only with Subscriber's prior written consent, Subscriber agrees that AdmitHub may contact Authorized Users (including by text message, email, or messages sent directly through an Authorized User's use of the Services) to provide such Authorized Users with the ability to opt-in to other services that AdmitHub may offer or provide from time to time; provided, however, that any such contact by AdmitHub with an Authorized User will comply with all applicable state and federal laws (including the requirements of the Federal Trade Commission, Federal Communications Commission and U.S. Department of Education). Authorized Users will be able to opt out of these communications from AdmitHub, if desired.

## **6. LIMITED WARRANTY AND DISCLAIMERS.**

**6.1 Limited Warranty** AdmitHub warrants that the Services will conform in all material respects to the SLA set forth in Section 2.2 when accessed and used in accordance with the Documentation. The remedies set forth the SLA are Subscriber's sole remedies and AdmitHub's sole liability under the limited warranty set forth in this Section 6.1.

**6.2 Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF SUBSCRIBER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 AND OTHERWISE IN THIS AGREEMENT, THE DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ADMITHUB MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ADMITHUB

DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

## **7 LIMITATION OF LIABILITY.**

EXCLUDING LIABILITY ARISING FROM (I) EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (II) SUBSCRIBER'S INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE ADMITHUB'S INTELLECTUAL PROPERTY RIGHTS OR SUBJECT MATTER THEREOF, AND (III) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADMITHUB, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST

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PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY SUBSCRIBER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO SUBSCRIBER.

EXCEPT AS SET FORTH IN SECTION 8.2 AND 8.3 HEREIN, IN NO CASE SHALL ADMITHUB HAVE ANY LIABILITY OR OBLIGATIONS RELATED TO SUBSCRIBER STUDENTS' OR OTHER NON-AUTHORIZED USERS' CONTENT, POSTS OR OTHER USE OF THE SERVICES.

## **8 CONFIDENTIALITY; PRIVACY**

**8.1 Confidentiality.** Each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose or otherwise make available, directly or indirectly, to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Subscriber as Receiving Party) or to those employees, contractors, and agents who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information and have executed a written agreement imposing, or are otherwise by operation of their employment, professional, or other obligations bound by, obligations of confidentiality and nonuse no less restrictive than those provided herein (provided, the preceding sentence shall not prevent Subscriber from allowing Subscriber Students to access and use the Services as contemplated by the Documentation and in accordance with the terms and conditions of this Agreement). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence. Notwithstanding the foregoing, AdmitHub acknowledges that to the extent that Subscriber is a public institution subject to applicable freedom of information laws, Subscriber's obligations under such laws may supersede its obligations under this Section 8.1.

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**8.2 Privacy.** AdmitHub agrees that its performance of this Agreement and/or the provision of the Services may involve the creation, access, receipt, maintenance, and/or disclosure of Confidential Student Information. All Confidential Student Information will remain the sole and exclusive property of Subscriber. AdmitHub is only permitted to use the Confidential Student Information for the purpose of fulfilling its obligations under this Agreement. AdmitHub will restrict disclosure of Confidential Student Information solely to those employees, subcontractors or agents of AdmitHub that have a need to access the Confidential Student Information in order for AdmitHub to perform its obligations under this Agreement. AdmitHub will require any such subcontractors or agents to comply with restrictions and obligations at least as restrictive as those imposed on AdmitHub in this Agreement including, without limitation, the prohibition on redisclosure of Confidential Student Information. AdmitHub must promptly notify Subscriber of any legal request for Confidential Student Information from a third party and take (and assist Subscriber in taking) appropriate steps not to disclose such Confidential Student Information.

AdmitHub is prohibited from redisclosure of the Confidential Student Information relating to Alumni and Prospective Students except as provided for in this Agreement or as otherwise authorized by applicable law or Subscriber in writing. With respect to the Confidential Student Information relating to Current Students ("FERPA Records"), Subscriber hereby designates AdmitHub as a "school official" with a legitimate educational interest in the FERPA Records to the extent AdmitHub is required to create, access, receive, or maintain the FERPA Records to fulfill its obligations under this Agreement. This designation is solely for the purposes of compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") and for no other purpose, and to the extent Subscriber has policies, rules, and procedures binding on Subscriber officials generally, those policies, rules, and procedures will apply to AdmitHub only to the extent relevant to compliance by AdmitHub and Subscriber with FERPA. AdmitHub agrees that it will comply with FERPA as to any such FERPA Records and not re-disclose FERPA Records except as provided for in this Agreement or otherwise authorized by FERPA or Subscriber in writing. If Subscriber has a reasonable basis to believe that AdmitHub is not in compliance with the terms of this Agreement as it relates to the FERPA Records, Subscriber may audit AdmitHub's compliance as it relates to the FERPA Records. Subscriber agrees and consents to AdmitHub's use of Directory Information so long as such use complies with FERPA and the terms of this Agreement. Subscriber acknowledges that it is responsible for notifying AdmitHub that a Current Student has opted-out of Subscriber's "Directory Information Policy."

**8.3 Data Security.** AdmitHub agrees that it will store and process Confidential Information and Confidential Student Information, in accordance with customary industry standards. Such standards include but are not limited to: all personally identifiable information is secured against disclosure, modification, and unauthorized individuals by being encrypted at rest, secured in transit with SSL, and securely destroyed in accordance with record retention policies and FERPA. All data is stored in AdmitHub's non-relational Mongo DB with name- spaced database collection objects being maintained for each Subscriber Student in order to maintain the data integrity, security and privacy for Subscriber. AdmitHub shall implement and maintain

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commercially reasonable administrative, technical and physical security measures to protect Confidential Information, Confidential Student Information, and the Services from unauthorized access, disclosure and use. AdmitHub will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. AdmitHub will have a data breach response plan and will take commercially reasonable steps to notify Subscriber within five (5) business days of becoming aware of a data breach known to involve, or likely involving, Subscriber Confidential Information and/or Confidential Student Information. AdmitHub shall provide such other information, including a written report, as reasonably requested by Subscriber. AdmitHub will cooperate with Subscriber to comply with any applicable data breach notification laws.

**8.4 Aggregated and De-Identified Data.** AdmitHub may use aggregated De-Identified Data for general research and development purposes, improving its existing products and services, marketing purposes, and any other business purposes. To the extent that AdmitHub receives De-Identified Data from Subscriber, AdmitHub agrees that it shall not attempt to re-identify any aggregated De-Identified Data. AdmitHub further agrees that it shall not transfer De-Identified Data to any other party unless that party agrees not to attempt re-identification.

**8.5 Confidential Student Information Return and Destruction.** Within thirty (30) days of the termination or expiration of this Agreement, AdmitHub shall, at Subscriber's election, return all Confidential Student Information to Subscriber or destroy such Confidential Student Information in AdmitHub's possession (or the possession of its subcontractors or agents). AdmitHub shall not be required to return or destroy aggregated De-Identified Data, provided that AdmitHub makes no attempt to re-identify such aggregated De-Identified Data following the termination or expiration of this Agreement. Subscriber acknowledges that some data may remain in archive or other files following AdmitHub's commercially reasonable attempt to return or destroy Confidential Student Information, in which case AdmitHub will extend the protections of this Agreement to such Confidential Student Information and limit further uses and disclosures of such Confidential Student Information to those purposes that make the return or destruction infeasible for as long as AdmitHub maintains such Confidential Student Information.

**8.6 California Consumer Privacy Act Compliance.** Subscriber certifies that the California Consumer Privacy Act as in effect on the Effective Date does not apply to Subscriber. To the extent the California Consumer Privacy Act applies to AdmitHub, AdmitHub agrees that, except as provided in Section 8.4, AdmitHub will not use any portion of the Confidential Information or Confidential Student Information which constitutes "Personal Information" (as that term is defined in the California Consumer Privacy Act) under the CCPA other than as necessary to provide the Services.

## 9. INDEMNIFICATION

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**9.1 By AdmitHub.** AdmitHub shall indemnify, defend and hold harmless Subscriber against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, U.S. patent or other intellectual property right of a third party, and AdmitHub shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by AdmitHub. If any portion of the Services becomes, or in AdmitHub's opinion is likely to become, the subject of a claim of infringement, AdmitHub may, at AdmitHub's option, and as Subscriber's sole and exclusive remedy therefor in addition to the above indemnity: (a) procure for Subscriber the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing without loss of functionality; or (d) terminate this Agreement and refund any fees paid by Subscriber to AdmitHub for the remainder of the term then in effect and for loss of use, and upon such termination, Subscriber will immediately cease all access and use of the Documentation and Services. Notwithstanding the foregoing, AdmitHub shall have no obligation under this Section 9.1 or otherwise with respect to any third-party claim to the extent based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied or approved by AdmitHub except where such combination is reasonably anticipated in the Documentation or AdmitHub's marketing materials; or (iii) any unauthorized modification of the Services by any person other than AdmitHub or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Subscriber and the entire liability of AdmitHub, and any of the officers, directors, employees, shareholders, contractors or representatives of AdmitHub, for claims and actions described in this Section 9.1.

**9.2 By Subscriber.** In the manner and only to the extent permitted by law, without waiver of sovereign immunity (to the extent Subscriber is a public entity), Subscriber shall indemnify defend and hold harmless AdmitHub against any third-party claims to the extent arising out of (a) any failure by Subscriber or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by the Federal Trade Commission, the Federal Communications Commission, and the U.S. Department of Education) in connection with its provision and AdmitHub's authorized use or display of Subscriber Content (including student information provided by Subscriber) hereunder solely (in each case) to provide Services to Subscriber, (b) AdmitHub's authorized use or display of Subscriber Marks; (c) Subscriber's unauthorized access or use of Services hereunder; and/or (d) any breach of Subscriber's access grant set forth in Section 3.1 and/or representations, warranties and covenants set forth in Section 5.2, and Subscriber shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Subscriber. This Section 9.2 states the sole and exclusive remedy of AdmitHub and the entire liability of Subscriber, and any of the officers, directors, employees, shareholders, contractors or representatives of Subscriber, for the claims and actions described in this Section 9.2.

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**9.3 Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit, where Subscriber is the indemnified party, subject to the consent of the Attorney General of the State of Texas; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. The indemnifying party will not settle or compromise any claim or suit involving indemnified party without indemnified party's written consent, which will not be unreasonably withheld, conditioned or delayed.

## 10 TERM AND TERMINATION

**10.1 Term.** This Software-as-a-Service Agreement commences on the Effective Date and shall continue for a period of five years unless sooner extended by written agreement of the parties or terminated in accordance with Section 10.2 or by written agreement of the parties. Each Order Form will remain in effect for the term specified in that Order Form, not to exceed five years.

**10.2 Termination.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach. If there are no outstanding Order Forms, upon thirty (30) days written notice to the other party, either party may terminate this Software-as-a-Service Agreement as of the date specified in such notice of termination.

**10.3 Effect of Termination.** Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; (b) AdmitHub shall cease to make available and Subscriber shall cease to access and use the Services. Termination of this Software-as-a-Service Agreement will not terminate any Order Form in effect as of the effective date of termination of this Software-as-a-Service Agreement, unless such termination is due to a breach by Subscriber. Termination shall not relieve Subscriber's obligation to pay all charges for the period before the effective date of termination. Sections 3.2, 3.3, 3.5, 4, 5.2, 5.4, 6.2, 7, 8, 9, 10.3, 11 and 12 will survive the expiration or termination of this Agreement.

## 11. GOVERNING LAW AND VENUE.

This Agreement and any action related thereto will be governed and interpreted by the Constitution and the laws of the State of Texas, without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement

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shall exclusively be brought in the county in which the primary office of the chief executive officer of Subscriber is located . Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Subscriber shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

## 12. MISCELLANEOUS.

The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. This Software-as-a-Service Agreement, together with the attached Order Form(s), contains the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and this Software-as-a-Service Agreement, the terms contained in the Order Form shall control. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of all or substantially all of its assets related to this Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Subscriber agrees to comply with all such laws. AdmitHub certifies that the Services (a) if subject to the U.S. Export Administration Regulations, are not classified under any ECCN in the Commerce Control List other than EAR99, (b) are not controlled under the U.S. International Traffic in Arms Regulations, and (c) are not otherwise controlled by the U.S. government for national security or foreign policy purposes. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

**12.1 Access by Individuals with Disabilities.** AdmitHub represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Subscriber under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative

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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 AdmitHub becomes aware that the EIRs, or any portion thereof, do not comply, then AdmitHub shall, at no cost to Subscriber, either (a) perform all necessary remediation or (b) replace the EIRs with new EIRs.

**12.2 Independent Contractor.** AdmintHubshall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of Subscriber relative to conduct on its premises.

**12.3 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.”

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

**12.5 Not Eligible for Rehire.** AdmitHub is responsible to ensure that employees participating in work for Subscriber 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.

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

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

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

**12.9 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

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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 not be deemed Force Majeure events, unless such events were not reasonably foreseeable by either party as of the effective date of this Agreement.

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

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

**12.12 Conflict of Interest.** By executing this Agreement, AdmitHub and each person signing on behalf of AdmitHub 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 to which this Agreement relates, or in any of the profits, real or potential, thereof.

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

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


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

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

**IN WITNESS WHEREOF**, the parties hereto have signed this Software-as-a-Service Agreement as of the Effective Date.


ADMITHUB, INC. The Texas A&M University System

By:   
Name: Howard Greene  
Title: CFO  
Date: 02/02/2021

By:   
Name: Billy Hamilton  
Title: Deputy Chancellor  
Date: 02/02/2021

## EXHIBIT A SAMPLE

### ORDER FORM

This Order Form by and between AdmitHub, Inc. and  ("Subscriber") is governed by the Software-as-a-Service Agreement executed between AdmitHub, Inc. ("AdmitHub") and The Texas A&M University System on



[Effective.date] (the “Software-as-a-Service Agreement”). Please review the Software-as-a-Service Agreement prior to executing this Order Form. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Software-as-a-Service Agreement, which is hereby incorporated by reference into this Order Form.

Order Form Term [Deal.ContractStartDate] – [Deal.ContractEndDate]

## ADMITHUB PRODUCTS & SELECTED SERVICES & FEES

AdmitHub Services	Monthly Price	Term (Months)	Line Item	Total Price
			Discounts	
			(Delete This Column)	
Add on Retention campaign package and knowledge base.				
License to AdmitHubs research based knowledge base and				
campaign library. Topic Areas: Advising, Student Affairs,				
Career Services, Fafsa Support, Financial Aid,				
Wellness/Athletics, Housing, Dining, IT, Registrar, Bursar				
Add on proactive and reactive SMS texting				
		1	-\$0.45	\$2.55
		2		

AI powered texting capabilities for up to [Count] contacts

with North American numbers.

<b>Admithub's Web Chat Platform License</b>	<b>1</b>	<b>-\$5,000.00</b>	<b>\$15,000.00</b>
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Includes starter campaign package, knowledge base

tooling, seed & set up. 90-Day Onboarding.  
Dedicated

Partner Success Manager. Secure FTP or API integration.

Webchat/Live chat plugin connected to knowledge base.

Facebook plugin connected to knowledge base.  
Smart

forwarding & Escalations.

<b>Included Recruit &amp; Enroll campaign package and knowledge base.</b>	<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>
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License to AdmitHubs research backed knowledge base

and campaign library. Topic Areas: Applying, Campus

Visits, Registrar, Bursar, Orientation, Housing, Fafsa,

Financial Aid

	<b>Subtotal</b>	<b>\$19,252.55</b>
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Discount	<b>\$0.00</b>
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<b>Total</b>	<b>\$19,252.55</b>
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### ADDITIONAL TERMS:

1. The "Initial Term" of this Agreement is the Order Form Term as indicated above. Thereafter, this Order Form shall automatically renew for additional twelve (12) month terms (each, a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the Initial Term, so long as the total of the Initial Term and all Renewal Terms does not exceed five years. Both the Initial Term and any Renewal Terms shall continue in accordance with the terms and conditions of the Agreement.
2. Subscriber shall be invoiced annually, in advance, with the first invoice(s) billed upon execution of this Order Form and due Net 30. Any additional requested Support hours shall be billed quarterly at the rate of \$200/hr billed in hourly increments, in arrears, on the next regularly scheduled monthly invoice.
3. AdmitHub may change the amount of the Fees for any upcoming Renewal Term, provided that AdmitHub provides Subscriber with written notice of such change at least ninety (90) days prior to the first day of such Renewal Term. Such fee increase shall not exceed 5% for the same product functionality.

AdmitHub and Subscriber have caused this Order Form to be executed by their duly authorized representatives as of the date of the later signature below (the "Order Form Effective Date").

ADMITHUB, INC. [REDACTED]

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Billy Hamilton*

By: \_\_\_\_\_

Name: Billy Hamilton

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Title: \_\_\_\_\_

Title: Scout's Challenge

Date: \_\_\_\_\_

Date: 02/02/2021

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