

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND EX LIBRIS (USA) INC.

This Master Services Agreement (hereafter referred to as “MSA”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and Ex Libris (USA) Inc. (hereafter referred to as “Provider”). A&M System and Provider are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and Provider hereby agree as follows:

1. SCOPE OF WORK; MEMBER SPECIFIC AGREEMENTS

- A. Provider will work with members of the A&M System (hereafter referred to as “Member” or “Members”) to provide access to Provider’s SaaS-based campusM mobile application services, along with related implementation and support services (collectively, the “Services”), as described in, and in accordance with the terms and conditions of, the campusM Services Agreement set forth in Exhibit A, attached hereto.
- B. This MSA is not a contract to perform work at a specific Member but is intended to demonstrate the ability of each Member to contract individually with the Provider for the Services as set forth in Exhibit A (the “Member Specific Agreement”). It is the responsibility of each Member to enter into a final agreement for their specific needs. There is no guarantee of Member participation.
- C. A Member choosing to utilize the Services shall provide notice to Provider and such Member and Provider shall enter into a Member Specific Agreement. The pricing for the Services to be reflected in the Member Specific Agreement shall be set in accordance with the pricing and terms set forth in Exhibit B, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this MSA shall begin upon final execution and will extend for three (3) years. This MSA can be extended for two additional two (2) year terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes agreed by the Parties.

3. PAYMENT TERMS

A&M System shall not pay any costs or fees as a direct result of this MSA. Each Member that chooses to utilize the campusM Services shall pay Provider based on the pricing and payment terms set forth in the Member Specific Agreement entered into by such Member.

4. DEFAULT AND TERMINATION

- A. For Cause: In the event of substantial failure by a Party to perform in accordance with the terms hereof, the other Party may terminate this MSA if the non-failing Party has given written notice setting forth the nature of the failure and failing Party has failed to cure such substantial failure within thirty (30) days of such notice, provided that said failure is through no fault of the non-failing party.
- B. For Convenience: Either Party may terminate this MSA at any time upon three (3) months’ prior written notice to the other Party.
- C. Termination of this MSA for either of the reasons stated above shall not terminate any Member Specific Agreement.

5. PUBLIC INFORMATION

- A. Provider acknowledges that 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 A&M System's written request, Provider will promptly provide specified contracting information exchanged or created under this MSA for or on behalf of A&M System.
- C. Provider acknowledges that A&M System may be required to post a copy of the fully executed MSA on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code; provided that A&M System shall notify Provider prior to such posting to allow Provider the opportunity to redact Provider's commercial and financial information as provided under Chapter 552, Texas Government Code, Section 552.110.

6. DISPUTE RESOLUTION

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, shall be used by A&M System and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. The Parties specifically agree neither Party has waived its right, to the extent such right exists, to seek redress in the courts.

7. INSURANCE AND LIABILITY

- A. Insurance requirements as stated within Exhibit C, attached hereto.
- B. In no event shall Provider be liable for indirect, incidental, special, punitive or consequential damages or for cover or for loss of revenues or profits arising from or relating to this MSA, even if Provider has been advised of the possibility of such damages. Limitations of liability with respect to each Member Specific Agreement shall be as set forth therein. In no event shall Provider's aggregate liability arising from or relating to this MSA exceed \$1,000..

8. MISCELLANEOUS

- C. **Independent Contractor.** Provider is an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. The Parties shall observe and abide by all applicable laws and regulations, along with A&M System policies relative to conduct on its premises.
- D. **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."
- E. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this MSA may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- F. **Not Eligible for Rehire.** Provider is responsible to ensure that employees participating in work for any A&M System 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 MSA.

- G. **Franchise Tax Certification.** If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.
- H. **State Auditor's Office.** Provider understands that acceptance of funds under this MSA constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all related records reasonably requested. Provider will include this provision in all contracts with permitted subcontractors retained specifically to provide services to A&M System.
- I. **Accessibility.** Provider represents and warrants that the web-based environments for electronic and information resources that it provides to A&M System under this MSA (collectively, the "EIRs") comply with the applicable requirements set forth in Web Content Accessibility Guidelines ("WCAG") 2.0 (or higher version) AA, with exceptions as set forth in the Voluntary Product Evaluation Template (VPAT), completed and published by Ex Libris from time to time. To the extent Provider becomes aware that the EIRs, or any portion thereof, do not so comply, then Provider shall, at no cost to A&M System use commercially reasonable efforts to perform all necessary remediation to bring the EIRs into conformance therewith.
- J. **Entire Agreement.** This MSA constitutes the sole agreement of the Parties and supersedes any other oral or written understanding or agreement between the Parties pertaining to the subject matter of this MSA. This MSA may not be amended or otherwise altered except upon the written agreement of both parties.
- K. **Severability.** If any provisions of this MSA 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 MSA, as modified, enforceable, and the remainder of this MSA 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.
- L. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this MSA and shall not be used to construe it.
- M. **Non-Assignment.** Neither Party shall assign its rights nor delegate its duties under this MSA without the prior written consent of the other Party; provided that Provider may assign its rights and obligations to an affiliate or to a company which succeeds to its business hereunder.
- N. **Survivability.** Each Party's duties under this MSA which impose an obligation after expiration or termination of this MSA, will survive termination or expiration unless otherwise stated within the MSA.
- O. **HUB Subcontracting Plan.** The HUB Subcontracting Plan (HSP) submitted by Provider and attached shall be part of the terms of this MSA. The HSP was submitted as self-performing, however if a subcontractor will be used to provide any commodity or service as part of the scope on a Member specific agreement or purchase order, the Provider may be required by that Member to make a good faith effort and complete the state of Texas HSP. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the Provider 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 Provider will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact the HUB Coordinator at that specific Member for assistance in proper completion of the HSP or any other HSP related questions.

- P. **Force Majeure.** Neither party will be in breach of its obligations under this MSA 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).
- Q. **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, shall be governed and determined by the Constitution and the laws of the State of Texas.
- R. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- S. **Non-Waiver.** Provider expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this MSA will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- T. **Conflict of Interest.** By executing this MSA, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this MSA, or in the services to which this MSA relates, or in any of the profits, real or potential, thereof.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this MSA, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. Provider acknowledges this MSA may be terminated and payment withheld if this certification is inaccurate.
- V. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Provider certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- W. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

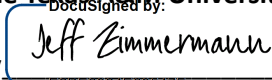
- X. **Records Retention.** Provider will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MSA for the duration of the MSA and for three years after the conclusion of the MSA.
- Y. **Notices.** Any notice required or permitted under this MSA 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. A&M System and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should 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: jjimmermann@tamus.edu

Provider: Ex Libris (USA) Inc.
1350 E. Touhy Ave, Suite 150W
Des Plaines, IL 60018
Phone: (847) 544-9878
Email: rebecca.cohen@exlibrisgroup.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this MSA as of the Effective Date.

The Texas A&M University System

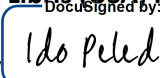
By 

Jeff Zimmermann
Director, Procurement & Business Services

7/19/2021 | 13:50:34 CDT

Date

Ex Libris (USA) Inc.

By 

Ido Peled
Corp VP. Student Digital Solutions

7/19/2021 | 12:30:51 CDT

Date

EXHIBIT A

EX LIBRIS® campusM™ SERVICES AGREEMENT			
ORGANIZATION (the “Customer”)			
ADDRESS (for Invoice)			
ADDRESS OF AUTHORIZED CAMPUSES/LOCATIONS			
CONTACT	NAME		
	JOB TITLE		
	EMAIL		
DETAILS			
SERVICE	campusM		
NUMBER OF FTE STUDENTS AT EFFECTIVE DATE			
EFFECTIVE DATE			
INITIAL TERM	3 years from Effective Date		
PREPAID SUBSCRIPTION DURATION	___ years from Effective Date		
CURRENCY	US\$		
IMPLEMENTATION FEE	XX,XXX.00		
SUBSCRIPTION FEES			
<input checked="" type="checkbox"/> if included in Prepaid Subscription Duration			
YEAR 1 <input checked="" type="checkbox"/>	XX,XXX.00	YEAR 4	
YEAR 2		YEAR 5	
YEAR 3			

This Agreement (which includes the Schedules attached hereto) is made between **(1) EX LIBRIS (USA) Inc.** a company registered in New York and having its registered office at 1350 E. Touhy Ave, Suite 150W, Des Plaines IL 60018 (“**Ex Libris**”); and **(2)** the above named Customer.

It is agreed as follows:

1. DEFINITIONS

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

“**Academic**” means an organization whose primary business purpose is the delivery, assessment and award of academic and/or vocational qualifications;

“**Academic Year**” means the one-year period customarily designated as the academic year in the Customer’s location;

“**App Extension Kit**” and “**AEK**” means a software development kit included with the Service that may be used in connection with development of integration functions in the Service(s).

“**Authorized Users**” means those bona fide current students, current student parents, student prospects, alumni, volunteers, employees or individual consultants of the Customer associated with the Authorized Campus(es) listed above;

“**Commercially Sensitive Information**” means all and any information of a commercially sensitive nature (including, without limitation, any proposed or agreed upon prices) relating to Ex Libris, its offerings, its intellectual property rights or its business or which, if disclosed by the Customer, would cause Ex Libris commercial disadvantage or financial loss;

“**Confidential Information**” means (a) information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1 and (b) any Commercially Sensitive Information;

“**Customer Data**” has the meaning set forth in Schedule B;

“**Documentation**” means the online documentation made available to the Customer by Ex Libris at such web address notified by Ex Libris to the Customer from time to time which sets out all standard materials published by Ex Libris for use by subscribers to the Services, including manuals and other relevant materials and documentation, as updated from time to time;

“**Effective Date**” means the date specified in the table at the head of this Agreement;

“**Expenses**” means the reasonable travel, lodging and meal expenses incurred by Ex Libris in the performance of services and which, unless otherwise agreed, are not included in prices and shall be separately charged;

“**Fees**” shall mean the Subscription Fees, the Professional Services Fees and the Implementation Fees payable in respect of the Services as specified in the table above and shall exclude all Expenses unless otherwise agreed in writing;

“**FTE Students**” means the figure that represents the Full-Time equivalence of the total number of all students attending the Customer’s organization in each Academic Year;

“**Full Time**” means that a student attends the Customer’s organization for a minimum of 24 weeks study in any one Academic Year;

“**Initial Term**” means the initial term of this Agreement as set out above;

“**Internal Use**” shall mean making the Service(s) available to Authorized Users of the Customer only in connection with Customer business;

“**Licensor Data**” means any third-party data that may be accessed via the Services;

“**Mobile App**” means any mobile applications interfacing with the Services which are made available to the Customer for sublicense to its Authorized Users during the Term;

“**Parties**” means the parties to this Agreement and references to “a party” means one of those parties;

“**Personal Information**” has the meaning set forth in Schedule B;

“**Prepaid Subscription Duration**” means the Prepaid Subscription Duration as set out above.

“**Professional Services**” means any additional services to be provided by Ex Libris from time to time for the Professional Services Fee;

“**Professional Services Fee**” means the fees charged for Professional Services based on the professional service fee rates in effect from time to time;

“**SaaS Service**” means the cloud-based software as a service provided by Ex Libris to the Customer under this Agreement via any website notified to the Customer by Ex Libris from time to time, as more particularly described in the Documentation;

“**Schedules**” means schedules A to D inclusive as annexed to this Agreement;

“**Service(s)**” means the SaaS Service and the Software;

“**Software**” means any software licensed by Ex Libris to the Customer in connection with the Services, including, without limitation, the AEK,

Mobile Apps and any Ex Libris software installed onsite at the Customer;

"Support Services Policy" means Ex Libris' policy for providing support in relation to the Services as set out in Schedule A to this Agreement;

"Term" shall mean the Initial Term together with any Renewal Terms (as defined in clause 7.1).

"Virus" means any (a) "virus", "Trojan horse", "worm", "trap door", "black box" or "malware" (as such terms are commonly understood in the computer software industry) or (b) device, software, code, file or program which (i) may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; or (ii) is designed to destroy, copy, collect or expose data or files to third parties without the knowledge and consent of the user.

1.2. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.3. If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the Schedules shall prevail.

2. SERVICES

2.1. Ex Libris shall, during the Term, provide the Service(s) and make available the Documentation to the Customer on and subject to the terms of this Agreement.

2.2. Ex Libris will, as part of the Service(s) and at no additional cost to the Customer, provide the Customer with Ex Libris' customer support services in accordance with the Support Services Policy.

3. SERVICES – RIGHT TO USE

3.1. In consideration of the full payment of the Fees in accordance with clause 4, and subject to all the terms and conditions hereof, Ex Libris hereby grants to Customer a non-exclusive, non-transferable right during the Term to:

(a) access and use solely for the Customer's Internal Use and strictly subject to the parameters and location(s) indicated in the table at the head of this Agreement (i) the functionality of the SaaS Service, (ii) Documentation to the extent then available, and (iii) any Software (other than the AEK and Mobile Apps covered below);

(b) use the AEK solely for the Customer's Internal Use to add integration functions to the Service(s) and the Customer acknowledges that any functions developed utilizing the App Extension Kit will be operable only during the Term and only in connection with the Services; and

(c) sublicense the Mobile Apps to Authorized Users solely for their use with the Service during the Term in accordance with the terms of the End User License Agreement (the "EULA") set out on the Ex Libris Knowledge Center (currently:

https://knowledge.exlibrisgroup.com/campusM/Product_Materials/Licenses).

The Customer understands and agrees that the Mobile App download (whether through the App Store, Play Store or otherwise) shall require acceptance of the EULA and shall contain proper copyright and ownership attributions to Ex Libris. Ex Libris acknowledges that the Customer is not obligated to enforce any term of the EULA or take any other action with respect to the EULA which, in the reasonable opinion of the Customer's legal counsel, is not consistent with the laws and regulations applicable to a Texas public institution of higher education.

3.2. The Customer and its users shall not access, store, distribute or transmit any material during the course of use of the Service(s) that:

(a) is harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images or language;

(d) promotes violence;

(e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity;

(f) causes damage or injury to any person or property; and/or

(g) violates a third party's rights or breaches applicable law;

and Ex Libris reserves the right, in addition to any other remedies and without incurring liability to the Customer, to disable access to any material or user that breaches the provisions of this clause.

3.3. The Customer and its users shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software and/or Services; or

(b) access all or any part of the Software, Service(s) and Documentation in order to build or interact with a product or service which competes with the Software, Service(s) and/or the Documentation; or

(c) use the Software, Service(s) and/or Documentation to provide services to third parties (other than Authorized Users); or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, Service(s) and/or Documentation available to any third party except the Authorized Users (including but not limited to the provision of any managed service, software as a service, outsourced service or third party training service), or

(e) attempt to obtain, or assist third parties in obtaining, access to the Software, Service(s) and/or Documentation, other than as provided under this clause 3; or

(f) remove, deface, obscure, or alter Ex Libris' or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the Service, the Software and/or the Documentation; or

(g) use any robot, spider, scraper, or other automated means to access the Service for any purpose without Ex Libris' written consent; or

(h) use the Service, the Software or the Documentation in a way which would violate any applicable laws, rules and regulations.

3.4. The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software, Service(s) and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Ex Libris. Customer agrees to abide by the access and use restrictions set forth in this Agreement, and to refrain from any use of the Service that is not expressly permitted by this Agreement or the Documentation. Specifically, but without limitation, Customer undertakes to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of Customer's regular activities.

3.5. The rights provided under clause 3.1 are granted to the Customer with respect to the Customer campus(es) or location(s) listed in the table at the head of the Agreement only and shall not be considered granted to any other subsidiary or holding company or affiliated organization or campus/location of the Customer. Any use of the Services with respect to any other entity or campus is not permitted without the prior written agreement of Ex Libris. For the sake of clarity, Customer's users associated with such listed campuses may access the Services from outside of Customer's jurisdiction.

3.6. In consideration of the payment of the Implementation Fee as set forth above, Ex Libris shall provide the Customer the implementation services as specified in Schedule C attached hereto (the "Implementation Services"). Customer agrees to perform the tasks assigned to it in the Implementation Services (including but not limited to the provision of a test environment in respect of the Service(s)) and to provide, in a timely manner, such information as Ex Libris may reasonably request in relation to the provision of the Service. It is understood that effective communications and cooperation between Ex Libris and the Customer are essential ingredients to the success of the Implementation Services and the Service.

4. PAYMENT

4.1. Ex Libris shall invoice the Customer:

(i) on the Effective Date for the Implementation Fees and the Fees payable in respect of the Prepaid Subscription Duration;

(ii) subject to continuation of the Agreement in accordance with clause 7.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the forthcoming one-year period; and

(iii) monthly in arrears as used for all Expenses and Professional Services,

and the Customer shall pay each invoice in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

4.2. The Fees for each year of the Initial Term are set forth above.

4.3. If Ex Libris has not received payment when due, without prejudice to any other rights and remedies of Ex Libris interest shall accrue on such due amounts in accordance with the Texas Prompt Payment Act.

4.4. If Ex Libris has not received payment within 90 days after the due date, and without prejudice to any other rights and remedies of Ex Libris, Ex Libris may, without incurring liability to the Customer, disable the Customer's account and access to all or part of the Services and Ex Libris shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

4.5. All amounts and fees stated or referred to in this Agreement:

(a) are, subject to the limitation of liability provisions set out in Schedule B, non-cancellable and non-refundable;

(b) are exclusive of value added tax and any other applicable taxes, which shall be added to Ex Libris' invoice(s) at the appropriate rate and shall be paid without deduction or withholding of any amount, tax or government charge.

4.6. The initial level of Fees is determined by Ex Libris in accordance with the parameters (e.g., FTE, users, etc.) set out in the table at the head of this Agreement. In the event the scope of the Subscription is extended beyond such parameters, the annual Subscription Fees shall be increased proportionally from the time said extension is granted by Ex Libris.

5. THIRD PARTY PROVIDERS

The Customer acknowledges that the Service(s) may enable or assist Authorized Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that Authorized Users do so solely at their own risk. Ex Libris makes no representation or commitment and shall have no liability or obligation whatsoever in relation to Licensor Data or the content or use of, or correspondence with, or any amounts charged by, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Ex Libris. Ex Libris recommends that the Customer refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Ex Libris does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Service(s).

6. WARRANTIES

6.1. Ex Libris warrants that it has the full right and authority to enter into this Agreement.

6.2. Ex Libris warrants that the Service(s), Implementation Services and any Professional Services shall be undertaken with reasonable care and skill in accordance with professional industry standards.

6.3. The warranty at clause 6.2 shall not apply to the extent of any non-conformance which is caused by use of the Service(s) contrary to Ex Libris' instructions or by the Customer's developments using the AEK, or modification or alteration of the Service(s) by any party other than Ex Libris or Ex Libris' duly authorized contractors or agents.

6.4. In the event of breach of the warranties above, the Customer shall notify Ex Libris and Ex Libris shall, as the case may be, (a) with respect to the Services, address the breach in accordance with the terms of the Support Services Policy or (b) re-perform the Implementation Services and/or the Professional Services (as appropriate) so as to comply with the warranties above. The actions above shall, if correctly undertaken, be the Customer's sole remedy in respect of breach of the relevant warranty.

6.5. Ex Libris will check that the SaaS Service does not contain any Virus in accordance with standard industry practices and the Customer shall use reasonable endeavors to prevent the distribution or transmission of Viruses by it or its users during use of the Service.

6.6. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), ARE HEREBY EXPRESSLY EXCLUDED TO THE EXTENT PERMITTED BY LAW. EX LIBRIS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

7. TERMINATION

7.1. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed at Ex Libris' then-applicable subscription fee

rates for successive one (1) year terms (each a "**Renewal Term**"), unless:

(a) either Party notifies the other Party of termination, in writing, at least 90 (ninety) days before the end of the Initial Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the Initial Term or applicable Renewal Term; or

(b) it is otherwise terminated in accordance with the provisions of this Agreement.

7.2. Each Party may terminate this Agreement in the event of the other being in material breach of this Agreement provided the breach has not been remedied within 30 (thirty) days of receipt of written notice from the terminating Party specifying the breach.

7.3. Each party may terminate this Agreement in the event that the other party passes a resolution, or the court makes an order which remains undismissed for more than sixty (60) days, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding-up order.

7.4. Any termination of this Agreement under this clause 7 shall be without prejudice to any other rights or remedies of either Party under this Agreement or at law and all such rights are cumulative. Any such termination shall not affect any accrued rights or liabilities of either Party at the date of termination.

7.5. Upon any expiration or termination of this Agreement, the Customer shall forthwith (a) cease using the Software, Service(s) and Documentation and (b) certify in writing to Ex Libris that it has destroyed or returned to Ex Libris any Software and Documentation in all forms, partial and complete, on all types of media and computer memory, and whether or not modified and merged into other materials.

7.6. Upon expiration or termination of this Agreement, Ex Libris will, upon Customer's request, make the Customer Data stored in the SaaS Service available to Customer for the thirty (30) days following such expiration or termination. Thereafter, Ex Libris shall, unless legally prohibited, delete Customer Data within one hundred and twenty (120) days and confirm such deletion in writing. In the event that Ex Libris is legally prohibited from deleting Customer Data following the expiration or termination of this Agreement, Ex Libris shall extend the protections of this Agreement to such Customer Data and limit further uses and disclosures of such Customer Data to those purposes that make it illegal for Ex Libris to delete such Customer Data for as long as Ex Libris maintains such Customer Data.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Customer acknowledges and agrees that all rights, title and interest, including without limitation, patent rights, copyrights, trade secrets, trademarks, service marks and other intellectual property rights, and any goodwill associated therewith, in and to the Services, Documentation and Software and all reproductions, derivatives, corrections, modifications, enhancements and improvements thereof (whether requested by the Customer or not and whether developed jointly with the Customer or not), including anonymized statistical data derived from the usage thereof, are and will remain at all times owned by Ex Libris. Other than the rights explicitly granted to Customer hereunder, all rights are reserved to and shall remain solely and exclusively proprietary to Ex Libris.

8.2. Should the Customer elect to use the AEK, the Customer may make developments utilizing the AEK in a manner permitted by this Agreement and/or the Documentation; provided, that (except for the rights to make such developments and use the Service pursuant to this Agreement) no licenses or ownership rights are granted or implied in and to the AEK, any other Ex Libris Software or any Ex Libris intellectual property.

9. NON DISCLOSURE

9.1. Further to the definition of Confidential Information in Clause 1 above, Confidential Information shall include (without limitation) the Service(s), the Software and the Documentation, all know-how, techniques, ideas, principles and concepts which underlie any element of the Service(s), the Software and/or the Documentation and which may be apparent by use, testing or examination of them, the books and records of each of the Parties, in each of the above cases regardless of whether such information is labelled or identified as confidential.

9.2. A Party's Confidential Information shall not include information which (a) is or becomes publicly known or available through no act or omission of the other Party or (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or (c) is lawfully disclosed to the other Party by a third party without restriction

on disclosure or (d) is independently developed by the other Party without breach of the Agreement or (e) disclosed by operation of law. 9.3 Each Party agrees not to make the other's Confidential Information available in any form to any third party or to use the other's Confidential Information for any purpose other than the performance of this Agreement. Each Party agrees to take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or third parties in violation of this Agreement.

10. GENERAL

10.1. 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).

10.2. Neither party hereto may assign its rights and obligations under this Agreement except with the prior written consent of the other, provided that Ex Libris may assign its rights and obligations to an affiliate or to a company which succeeds to its business hereunder.

10.3. All notices required to be sent hereunder shall be in writing and may be sent by nationally or internationally recognized courier or by certified or registered mail providing proof of delivery, and shall be sent to the addresses shown on the first page of this Agreement. Notices shall be deemed to have been given on the date of delivery according to the records of the courier or the postal authority, as the case may be. The Customer agrees to promptly advise Ex Libris of any change to the details of the primary and secondary contact on the first page of this Agreement.

10.4. In the event that any provision of this Agreement is held to be invalid or unenforceable then the remaining provisions of this Agreement shall remain in full force and effect.

10.5. The rights of either Party hereto arising out of any provision of this Agreement or any breach thereof shall not be waived except in writing. Any waiver by a Party to this Agreement of its rights under this Agreement or of any breach of this Agreement shall not be construed as a waiver of any other rights or remedies of any other or further breach.

10.6. Clauses 3.3, 4, 5, 6.6, 7, 8, 9 and 10, the terms and conditions set out in Schedule B and any other clauses that expressly or by implication are inherently intended to continue and survive termination of this Agreement shall survive termination of this Agreement.

10.7. This Agreement (including the Schedules) constitutes the entire agreement between the parties and supersedes all previous agreements and representations, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. Any purchase order entered into between the parties shall be deemed to incorporate the terms of this Agreement. If a purchase order, invoice, acknowledgement, or other form contains terms that purport to modify or supplement the terms of this Agreement then those purchase order terms shall have no force or effect, unless expressly agreed to in a separate writing signed by both parties.

10.8. In order to allow for proper implementation and operation of the Service, Customer shall meet and maintain the technical prerequisites set forth in the Documentation from time to time. Unless otherwise specified in writing by the Customer, the Customer warrants, represents and undertakes that it has obtained a valid license to use (and to permit Ex Libris to use for the benefit of the Customer) the latest release of all application programming interfaces (including all and any relevant web services) necessary to integrate between the Software and the Services and any third party software and services utilized by the Customer. The Customer acknowledges and agrees that the fulfillment by Ex Libris of its obligations under this Agreement is dependent on the Customer complying with its obligations under this clause 10.8.

10.9. Ex Libris acknowledges that the Customer is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the Customer's right to claim such exemptions, privileges, and immunities as may be provided by law.

10.10. By executing this Agreement, Ex Libris and each person signing on behalf of Ex Libris 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 Texas A&M University 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.

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

10.12. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Ex Libris certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Ex Libris acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.

10.13. Under Section 2155.0061, Government Code, Ex Libris certifies that Ex Libris is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.14. Ex Libris 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 three years after the conclusion of the Agreement.

10.15. 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."

10.16. Pursuant to Section 2252.903, Texas Government Code, any payments owing to Ex Libris under this Agreement may be applied directly toward certain debts or delinquencies that Ex Libris 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.

10.17. Ex Libris shall ensure that employees participating in work for the Customer 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.

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

10.19. Ex Libris acknowledges that the Customer 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 the Customer's written request, Ex Libris shall promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of the Customer. Ex Libris acknowledges that the Customer 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; provided that the Customer shall notify Ex Libris prior to such posting to allow Ex Libris the opportunity to redact Ex Libris's commercial and financial information as provided under Chapter 552, Texas Government Code, Section 552.110.

IN WITNESS of which the parties have caused this Agreement to be executed by the duly authorized representatives of the parties:

Signed for and on behalf of the CUSTOMER:

.....
SIGNATURE *DATE*

NAME:

TITLE:

Signed for and on behalf of Ex Libris:

.....
SIGNATURE *DATE*

NAME:

TITLE:

SCHEDULE A
SUPPORT SERVICES POLICY

A. SaaS Services Availability

1. Availability

For the duration of the Term, Ex Libris will use commercially reasonable efforts to ensure that the SaaS Service is available for access and use in accordance with the Agreement at an annual Uptime Percentage (defined below) of at least 99%, as measured over any calendar year. Upon request, Ex Libris shall provide the Customer with a report of any Downtime during a calendar quarter (the "Quarterly Report").

2. Definitions

All capitalized terms used in this Schedule without definition shall have the meaning ascribed to them in the Agreement. In addition, the following definitions shall apply to this Schedule:

2.1. "SaaS Service" means that part of the Service provided from the Ex Libris data centers and excludes, among other things, the Customer's systems.

2.2. "Downtime" means the total time within a Measured Period during which the SaaS Service is inoperable or inaccessible, excluding SLA Exclusions during such Measured Period.

2.3. "Measured Period" means the total number of minutes in the calendar year.

2.4. "Scheduled Downtime" shall mean any Downtime (i) of which Customer is notified at least seven (7) days in advance, or (ii) during a standard maintenance window, as published by Ex Libris from time to time. In either of the foregoing two situations, Ex Libris will use commercially reasonable efforts to schedule the Scheduled Downtime between the hours of Saturday 8PM and Sunday 6AM US Central time.

2.5. "Uptime" means the total period in minutes during which the SaaS Service is available for access and use during a Measured Period.

2.6. "Uptime Percentage" means Uptime expressed as a percentage, calculated in accordance with the following formula:

Uptime Percentage = $X / (Y - Z) \times 100$

Where:

- X = Uptime
- Y = Measured Period
- Z = The duration (in minutes) of any SLA Exclusions during the applicable Measured Period

3. SLA Exclusions

The following shall not be considered within the definition or calculation of Downtime: (i) Scheduled Downtime; (ii) SaaS Service unavailability attributable to (a) causes beyond Ex Libris' reasonable control, including any Force Majeure event or the performance of any third party communications or internet service provider; (b) the Customer's failure to perform any obligation under the Agreement that affects the performance of the SaaS Service; and/or (c) any actions or omissions of the Customer, its permitted users or any third party acting on their behalf, or to the Customer's or any third party's equipment, software or other technology; (iii) SaaS Service unavailability caused by the suspension and termination of the Customer's right to use the SaaS Service in accordance with the Agreement; and (iv) separate instances of SaaS Service unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature such that they cause a detrimental impact on the Customer (each an "SLA Exclusion").

4. Low Uptime Percentage

4.1. If the Uptime Percentage shown on any two consecutive Quarterly Reports falls below 97%, then the Customer shall be entitled to terminate the Subscription immediately, without Ex Libris incurring any liability arising from the fact of such termination. The Customer is liable for Subscription Fees only up to the date of termination. The Customer's right to terminate under this Section 4.1 only exists for a period of one month following delivery of the applicable Quarterly Report.

4.2. If the Customer disputes the accuracy of any Quarterly Report, it must submit notice thereof within two weeks of its receipt of the Quarterly Report, which notice must include the dates, times and duration of each incident of Downtime that the Customer claims to have experienced, including instance ids of the instances that were running and affected during the time of each incident. Failure to do so shall render the Quarterly Report definitive.

4.3. Ex Libris' obligations hereunder are based on and subject to the Customer: (i) complying with the terms and conditions of the

Agreement, including this Schedule; (ii) complying with Ex Libris' instructions, if any, for performing corrective action; and (iii) the Customer maintaining the connectivity (with acceptable bandwidth) of the workstations and end customers to the main internet, including network connectivity to the SaaS Service, and connectivity between the SaaS Service and the Customer's local applications interacting with the SaaS Service, as well as creating and maintaining firewall definitions and opening required ports that permit access to the SaaS Service.

5. Support Incidents

5.1. Customer shall report all issues via Salesforce, through the creation of a Salesforce Case (a "Support Case"). Level I and II issues, as described in 5.2 below, should also be reported to 24X7hub@exlibrisgroup.com.

5.2. Ex Libris Response to Support Cases:

Response Level	Description	Initial Response
I	▪ The SaaS Service is not available	1 hour
II	▪ An inoperable production module provided by the SaaS Service	2 hours
III	▪ Other production performance related issues, typically a module feature working incorrectly	1 business day
IV	▪ Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests	2 business days

5.3. Updates relating to Support Cases

All incidents of Downtime which are known by Ex Libris are reported by Ex Libris to Customer and available for Customer to view via a designated link on the Customer Portal ("Downtime Status Page"). In the event of Downtime, Ex Libris shall update the Downtime Status Page on an hourly basis until resolution of such Downtime event. All incidents of Downtime which are known by Ex Libris and which affect only Customer will be communicated via a support case or by email.

5.4. Escalation

If Downtime is not resolved within two hours, then Ex Libris will escalate the matter to its 24x7 Team Hub Manager; if it is not resolved within four hours, then Ex Libris will escalate the matter to its Director of Support for North America; and if it is not resolved within eight hours, then Ex Libris will escalate the matter to its Global Support Director.

6. 24x7 Monitoring

The Ex Libris hub team provides 24x7 coverage for the SaaS Service by monitoring and alerting on any issues or problems with:

- servers
- operating systems
- network devices (switches/routers)
- backup systems
- server side performance

B. Support Exclusions

For the sake of clarity, the following items are not covered by Ex Libris:

- Support for mobile devices;
- Support for connectivity, e.g., Wi-Fi or 3G;
- Availability and performance of Customer's systems;
- Customer Sandbox (Development / Test) Environments;
- Customer Web / Application Server Monitoring and Upgrades;
- Retention and restoration of Customer data not held in the Cloud Service;
- Authoring of content;
- External websites or third party services such as Apple's App Store, Google Play Store, Google Maps, etc; and/or
- Webpage/websites that are launched from the Service(s).

SCHEDULE B SUPPLEMENTAL TERMS

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

“Customer Data” shall mean any business information, Personal Information or other data which Customer stores, or provides to Ex Libris for storing, in the SaaS Service.

“Personal Information” shall mean personally identifiable information about Customer's Authorized Users, including without limitation, education records (as defined below).

2. CUSTOMER DATA

2.1. Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Nothing in this Agreement shall be interpreted to transfer title or ownership of the Customer Data to Ex Libris or any other party.

2.2. Ex Libris agrees during the Term to implement and maintain reasonable administrative, technical, and physical security measures to protect Customer Data from unauthorized access, disclosure or use and will, at a minimum, utilize industry standard security procedures. Ex Libris shall follow its standard archiving procedures and policies for Customer Data (the **“Backup Policy”**). In the event of any loss or damage to Customer Data, Ex Libris shall use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Ex Libris in accordance with the archiving procedure described in its Back-Up Policy.

2.3. Customer acknowledges that use of the Services may involve Customer providing Personal Information directly to the SaaS Services and Customer shall be responsible for having all necessary rights to collect and process or allow collection and processing of such Personal Information. As between Customer and Ex Libris, Customer retains ownership of the Personal Information and may, at any time during the Term, access, modify and delete Personal Information stored in the SaaS Service.

2.4. The Customer understands and acknowledges that Ex Libris may employ analytics and other tools with respect to the Services in connection with Service monitoring and certain features of the Services (such as location based services) offered to Customer which may result in collection and storage of additional data about Customer's Authorized Users. To the extent any such data is personally identifiable, it shall be treated as Personal Information hereunder.

2.5. Customer agrees that it will not upload or make available to, store on, or send through, the SaaS Service, and Ex Libris will not be liable with respect to any sensitive personal data such as government-issued identification numbers (social security number, national identification number, driver's license number, passport number etc.), payment card account numbers, race, origin, biometric data, health and medical information, employment records or personal financial records, political opinions, religious or philosophical beliefs, trade union membership, genetic data or information concerning sex life or sexual orientation, and Customer will only store on the SaaS Service basic personal information (i.e., names, institutional ID, email addresses and telephone numbers, as applicable).

2.6. Ex Libris shall comply with all laws and regulations (including without limitation privacy laws and regulations) applicable to its operation of the SaaS Services and Customer shall comply with all laws and regulations (including without limitation, privacy and information security laws and regulations) applicable to its use of the SaaS Services and Customer Data, including without limitation, the collection, use, transfer, and access of Personal Information in connection with the SaaS Services. Ex Libris may utilize its affiliates in the performance of its obligations under this Agreement, provided that Ex Libris requires any such affiliates to comply with the same restrictions and obligations imposed on Ex Libris in this Agreement with respect to the Customer Data. Ex Libris shall not use the Customer Data for any purpose other than the performance of this Agreement.

2.7. The Customer acknowledges and understands that it and its Authorized Users shall be solely responsible for any activity on, or data shared by them with, external websites or third party services (such as Google Maps and other sites) accessed through the Service.

2.8. Ex Libris shall hold Customer Data in confidence in accordance with Section 9 of this Agreement and may not use or disclose Customer Data received from or on behalf of Customer except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Customer.

2.9. Customer hereby designates Ex Libris as a “school official” with a legitimate educational interest in Customer's education records, as defined in the Family Educational Rights and Privacy Act (“FERPA”), to the extent Ex Libris requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose. Customer shall remain solely responsible for responding to any record requests (including with respect to reviewing and amending an educational record) in connection with education records. Ex Libris shall forward any such request that it receives to Customer, and Customer agrees to respond to and handle the request in accordance with FERPA. Although not contemplated nor necessary to providing the campusM Service, to the extent Ex Libris personnel have occasion to interact directly with education records, Ex Libris shall: (a) abide by FERPA's limitations on re-disclosure of education records; (b) not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and (c) not use or disclose such education records except as permitted under this Agreement, as required by FERPA, or as authorized by the Customer in writing.

2.10. If, and only to the extent that, Customer notifies Ex Libris that Customer Data includes personal data (as such term is defined in the EU General Data Protection Regulation 2016/670 (“GDPR”)) that is subject to the GDPR, the Parties agree that (i) Customer is acting as a controller (as such term is defined in GDPR) and Ex Libris is acting as a processor (as such term is defined in GDPR) for Customer; (ii) the Parties shall comply with GDPR; and (iii) the Parties shall enter into the GDPR data processing agreement published by Ex Libris.

2.11. Ex Libris agrees to comply with Ex Libris' Cloud Security and Privacy Statement and Ex Libris' Security Incident Response Policy, both of which are published on the Ex Libris website, currently at <https://knowledge.exlibrisgroup.com>.

2.12. Ex Libris shall restrict disclosure of Customer Data solely to those employees, subcontractors or agents that have a need to access the Customer Data in order for Ex Libris to perform its obligations under this Agreement. Ex Libris shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Ex Libris in this Agreement with respect to the Customer Data, including without limitation, the prohibition on redisclosure of education records.

2.13. Ex Libris must promptly notify Customer of any legal request for Customer Data from a third party so that Customer can take appropriate steps to prevent the disclosure of such Customer Data.

2.14. If Customer has a reasonable basis to believe that Ex Libris is not in compliance with the terms of this Section, Customer may, upon reasonable advance written notice stating a reasonable basis for such belief, audit compliance with the security and privacy terms hereunder as it relates to Customer Data. For the sake of clarity and the security of all customers, Customer will not have access to data centers or systems hosting the data of Ex Libris' customers.

3. PROTECTION FROM THIRD PARTY IP INFRINGEMENT

3.1. Ex Libris will defend Customer to the extent any claim, suit, action or proceeding (each, a “Claim”) brought by any third party against Customer alleges that the Service infringes or misappropriates any patent, copyright, trade secret or trademark, and shall indemnify Customer against, and pay, any amounts awarded by a court pursuant to such Claim or amounts paid to settle the Claim. Ex Libris' obligation pursuant to this paragraph shall not extend to any Claim based on any alleged infringement to the extent arising from any use of the Service other than as permitted by this Agreement or any materials sent to and/or stored on the Service by Customer or its users.

3.2. The obligations set forth in the immediately preceding paragraph shall be subject to the Customer (i) giving Ex Libris prompt notice of such Claim; (ii) giving Ex Libris the sole authority to defend or settle such Claim; and (iii) providing reasonable cooperation in such defense or settlement at Ex Libris' expense and not taking any action that prejudices Ex Libris' defense or settlement of such Claim.

3.3. If the Service becomes the subject of a Claim, or in Ex Libris' opinion is likely to become the subject of a Claim, then Ex Libris may, at its expense and option, either: (a) replace or modify the Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for Customer the right to continue using the Service pursuant to this Agreement; or (c) terminate this Agreement and refund to Customer, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from Customer for the period between the effective date of termination of the Agreement and the expiration of the subscription period for which the Subscription Fee has been paid.

4. LIMITATION OF LIABILITY

4.1. In no event shall Ex Libris be liable for indirect, incidental, special, punitive or consequential damages or for cover or for loss of revenues or profits arising from or relating to this Agreement (including without limitation, performance of the Software, Services or any other service in connection therewith), even if Ex Libris has been advised of the possibility of such damages. Excluding Ex Libris' obligations under Section 3.1 of this Schedule B and Ex Libris' gross negligence and willful misconduct, in no event shall Ex Libris' aggregate liability arising from or relating to this Agreement (including without limitation, performance of the Software, Services or any other service in connection therewith) exceed the total amount of Subscription Fees actually paid by Customer during the twelve (12) months prior to the first incident out of which liability arose. The existence of more than one claim or suit will not enlarge or extend this limitation.

4.2. The Customer declares that it has accepted the terms of this Agreement in the knowledge that the liability of Ex Libris is limited as set forth herein and that the prices and charges payable for the Service(s) have been calculated accordingly.

5. DISPUTE RESOLUTION

5.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then, except as expressly provided in this Agreement, the Parties shall follow the dispute resolution procedure set out in this Section 5:

(a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice the Head of IT of the Customer and Commercial Account Manager of Ex Libris shall attempt in good faith to resolve the Dispute;

(b) if the Head of IT of the Customer and Commercial Account Manager of Ex Libris are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a senior executive officer of each of the Customer and Ex Libris who shall attempt in good faith to resolve it; and

(c) if the senior executive officers of the parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties may attempt to settle it by mediation or proceed to litigation.

5.2. No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until the process described above has been followed; provided, however, that nothing shall prevent a Party from seeking injunctive relief at any time to prevent immediate and irreparable harm.

5.3. Ex Libris shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Ex Libris that cannot be resolved in the ordinary course of business. Ex Libris shall submit written notice of a claim of breach of contract under this chapter to the Customer's designated official, who will examine Ex Libris' claim and any counterclaim and negotiate with Ex Libris in an effort to resolve the claim. The Parties specifically agree neither Party has waived its right, to the extent such right exists, to seek redress in the courts.

6. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement has no right to enforce any term of this Agreement.

7. ANTI-BRIBERY

The parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

8. GOVERNING LAW AND JURISDICTION

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against the Customer must be in the county in which the primary office of the chief executive officer of the Customer is located.

SCHEDULE C Implementation Ex Libris campusM Activation Services

1. Overview and Duration

Activation Services described in this schedule are applicable to single, stand-alone institutions implementing the campusM mobile application. The standard campusM Implementation process includes two closely controlled stages (activation and post-activation stages) intended to allow implementation to be completed within the defined timeframe.

The activation stage duration is expected to be up to four weeks for a standard project and will be considered complete once the environment has been moved to production and the Mobile Apps are available for download from the App Store and Google Play.

The post-activation stage is a fixed duration service of three months, starting upon the completion of the activation process.

If the Customer would like to postpone or delay the completion of the activation stage and/or the post-activation stage start time, negotiation regarding the extended schedule and related costs will be conducted.

2. Implementation services covered by this Agreement include:

- Activation process management
- Post-activation stage services
- Training, implementation, support and Customer assistance

3. Activation stage – scope, project management, training, and Customer assistance

3.1. The activation stage includes the following elements:

- Welcome kit
- Completion of pre-requisite form by the Customer
- Kickoff meeting
- Activation
- Go-live checklist
- Upload to the relevant app stores for approval
- Signoff and release to production
- Activation process completion and transition to post-activation services stage

3.2. The activation stage includes the following scope for implementation:

- Provisioning Production and Sandbox environment
- App Manager setup
- One Student/Staff profile
- Branding
- Authentication with supported protocols as listed at https://knowledge.exlibrisgroup.com/campusM/Product_Documentation/Managing_Token_Based_Authentication
- Content pages (based on templates)
- News feeds
- Quick Polls
- External links
- Location and map data (GPS Coordinates)
- Standard Product Integrations for Weather, Greetings and List
- campusM apps – Web, Android and iOS (Sandbox and Production)
- Upload to the relevant app stores for approval (subject to Customer completing the required configuration form)

Note: the following integrations will be delivered during the activation stage subject to Customer readiness and completing the required configuration form/s. The integration/s may be delivered during the post-activation services phase if requirements are provided during that phase.

- RoleSync
- Class Schedule/Timetetable Product Integration
- LMS/VLE Product Integration
- Alma-Primo Product Integration (for Alma-Primo or Alma-Primo VE customers only)

3.3. Ex Libris shall manage the implementation and setup of the Customer's app.

3.4. The Customer is responsible for appointing a project team with the required skills and designating a project manager who will serve as the primary contact for the Ex Libris implementation team.

- 3.5. The Customer project team shall include: the project manager, integration point experts and IT staff, and marketing and communication team members. The team will be responsible for providing all pre-requisites at the agreed initial delivery dates related to app branding, integration data rendering, and responding to questions from the Ex Libris implementation team. The Customer shall involve other team members, if necessary, as identified in the activation kick-off.
- 3.6. The Customer will be required to make the environment available, as specified in the Ex Libris documentation, to the following: Apple Developer Portal, iTunes Connect, Google Play Developer Console, with the relevant permissions guidance which will be provided by Ex Libris. These can be either existing re-purposed accounts used by the Customer, or new accounts set up by the Customer specifically for campusM. The Customer will be required to maintain, at Customer's sole expense, the subscription to these services throughout the duration of the Agreement.
- 3.7. Ex Libris uses a Web-based communication tool, Basecamp, as the primary communication platform during the implementation services period. The Customer project team is expected to use this platform following guidelines provided by the Ex Libris team.
- 3.8. Ex Libris will enable the elements in campusM as defined in the campusM Activation scope above.

4. Post-activation stage – communication, training, and Customer assistance

- 4.1. The post-activation services are provided for a fixed time duration of three months.
- 4.2. The services include the following scope:
 - Web-based app training sessions
 - Web-based configuration training sessions intended to allow the Customer to use and maintain the product features on its own, including:
 2. App Builder
 3. App Settings
 4. Maps
 5. Product Integrations
 6. Creative Studio
 7. Push Notifications
 8. Quick Polls
 9. Attendance
- 4.3. Ex Libris will appoint a post-activation manager.
- 4.4. Customer is required to ensure relevant stakeholders are available for training, including IT and technical staff, Marketing and Communication, Student Affairs and other content owners.

5. Prerequisites

- 5.1. Prior to the Kick-off Meeting, Customer shall complete and provide to Ex Libris an activation form containing configuration and other information needed by the Ex Libris implementation team to perform its tasks.
- 5.2. In order to allow delivery/rendering of campusM authenticated integrations, the Customer is required to make its relevant data and services available to be accessed by the campusM apps and platform, as outlined in the Ex Libris Knowledge Center currently documented [here](#).
- 5.3. The Customer will be required to work with the Ex Libris Professional Services team to support the setup of the data integrations to ensure data availability from Customer systems to the Ex Libris campusM apps and platform.
- 5.4. The Customer is responsible for providing all technical pre-requisites, including but not limited to opening the required ports, and configuring the host systems, as described in the Ex Libris documentation.
- 5.5. The Customer is responsible for providing valid test user credentials, ensuring relevant test data is available and adhering to all other defined pre-requisites in order to allow Ex Libris to test and deliver integrations appropriately.
- 5.6. Ex Libris' activation stage will not commence until all defined prerequisites are provided by the Customer and confirmed by Ex Libris.

6. App stores release

- 6.1. The Customer will, at Customer's sole expense, make Google and Apple developer accounts available to Ex Libris to release the production apps and will maintain the related licenses throughout the campusM subscription period to maintain Ex Libris' access and ability to keep the app up-to-date and stable with product fixes and releases
- 6.2. A Customer may choose to delay the final release of the apps to end users. However, the service is considered live once the environment has been moved to production and the Mobile Apps are available for download from the App Store and Google Play.

7. General

- 7.1. At the end of the post-activation stage, the Customer will be "switched to support" meaning that responsibility for ongoing Customer support will be provided by the Ex Libris support teams via the Ex Libris CRM system (Salesforce)
- 7.2. Ex Libris will provide assistance with product configuration and integrations set up, as set forth above, during the activation and post-activation stages until the 'Switch to Support' milestone. If the Customer would like to postpone configuration of any area, including setting up integrations for which prerequisites were not provided on time during the activation and post-activation stages, and would like Ex Libris to provide assistance following the Switch to Support or if the Customer wishes to include any additional integration points supported by campusM product integrations, profiles, branding or any other work that is not covered in this Schedule C, the timing and additional costs of these out-of-scope services will be separately negotiated and agreed.
- 7.3. Any delay in the following:
 - Providing configuration information (section 5.1)
 - Providing Google and Apple developer accounts
 - Integration Prerequisites completion in the agreed project timeframe
 may result in:

- Delay or reschedule of the activation stage, which may incur additional costs; or
 - Delivery of integration/s as static links for any integration for which the prerequisites denoted in this document were not delivered by the Customer in the agreed upon activation and post-activation timeframe.
- 7.4. Implementation services communication and support will be in English.
- 7.5. For non-English Apps, labels may be provided in languages other than English. Support for multi-lingual data coming from the Customer's integrated systems is in the Customer's control and is the Customer's responsibility. More information on campusM language support can be found on the Ex Libris Knowledge Center (currently: https://knowledge.exlibrisgroup.com/campusM/Product_Materials/Support).

EXHIBIT B – PRICING

Each Member may elect to subscribe to and implement the campusM Services in accordance with the individual Member pricing set forth below. The pricing below shall be valid for Members signing the campusM Services Agreement attached to this MSA as Exhibit A prior to December 31, 2021. On January 1, 2022 all of the prices below shall automatically increase by five percent (5%) and such increased prices shall remain valid until June 30, 2022. Thereafter, Members wishing to order the campusM Services and sign the campusM Services Agreement may request a quotation for the campusM Implementation and Subscription Services.

Pricing is based on the Undergraduate FTEs set forth below. Increases in the below FTEs as of the time of ordering may impact the pricing.

Texas A&M Member Institution	Undergraduate FTE	One-Time Implementation Fee	Annual Subscription Year 1	Annual Subscription Year 2	Annual Subscription Year 3
Texas A&M University - Texarkana	1,612	\$22,500	\$22,500	\$23,625	\$24,806.25
Texas A&M University - Central Texas	1,676	\$22,500	\$22,500	\$23,625	\$24,806.25
Texas A&M University at Galveston	2,102	\$22,500	\$22,500	\$23,625	\$24,806.25
Texas A&M University - San Antonio	4,865	\$30,000	\$30,000	\$31,500	\$33,075
Texas A&M International University	6,251	\$30,000	\$30,000	\$31,500	\$33,075
Texas A&M University - Kingsville	6,969	\$30,000	\$30,000	\$31,500	\$33,075
West Texas A&M University	7,964	\$30,000	\$30,000	\$31,500	\$33,075
Texas A&M University - Commerce	8,434	\$37,500	\$37,500	\$39,375	\$41,343.75
Prairie View A&M University	8,770	\$37,500	\$37,500	\$39,375	\$41,343.75
Texas A&M University - Corpus Christi	10,256	\$37,500	\$37,500	\$39,375	\$41,343.75
Tarleton State University	10,938	\$37,500	\$37,500	\$39,375	\$41,343.75
Texas A&M University - College Station	57,269	\$52,000	\$52,000	\$54,600	\$57,330

EXHIBIT C – INSURANCE

Provider shall maintain, for so long as any campusM subscription under a Member Specific Agreement is in effect, the minimum insurance coverage set forth below. 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 A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this MSA. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider is not relieved of any liability or other obligations assumed pursuant to this MSA by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$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 A&M System. To the extent required under law, 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.

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 Provider's liability for bodily injury (including death), property damage, personal and advertising injury.

D. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.**E. Provider will deliver to A&M System, upon request:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and above minimum limits of all insurance after the execution and delivery of this MSA and prior to the performance of any services by Provider under this MSA. Additional evidence of insurance will be provided from time to time upon Texas A&M University System's request on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance.

Provider is responsible to pay any deductible or self-insured retention for any loss.

Certificates of Insurance as required by this MSA will be emailed to the following A&M System contact in SOProurement@tamus.edu.

The insurance coverage required by this MSA will be kept in force for the duration of all subscriptions under Member Specific Agreements, except as may be noted.

Certificate Of Completion

Envelope Id: 11FEE2BC6F6649B8B7D725CEAFB95BED

Status: Completed

Subject: Please DocuSign: Texas AM ExLibris campusM MSA and Exhibit A_Final.docx

Source Envelope:

Document Pages: 19

Signatures: 2

Certificate Pages: 5

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Envelope Originator:

Jacqueline Gibson

100 Phoenix Drive

Suite 111

Ann Arbor, MI 48108

jgibson@tamus.edu

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jgibson@tamus.edu

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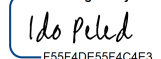
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Jeff Zimmermann

jzimmermann@tamus.edu

Director, Procurement & Business Services

The Texas A&M University System

Security Level: Email, Account Authentication
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Rebecca Cohen

rebecca.cohen@exlibrisgroup.com

Director, Contracts

ProQuest LLC

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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/19/2021 1:48:34 PM
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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Texas A&M University System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: identity@tamu.edu

To advise The Texas A&M University System of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at identity@tamu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Texas A&M University System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to identity@tamu.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Texas A&M University System

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to identity@tamu.edu and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Texas A&M University System as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Texas A&M University System during the course of my relationship with you.