

**AMENDMENT No. 1
TO THE MASTER SERVICE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND ACCELEVENTS, INC.**

This Amendment No. 1 (“Amendment”) serves to amend the Master Service Agreement, effective February 1, 2022, between The Texas A&M University System (“System”) and Accelevents, Inc. (“PROVIDER”), and is effective February 1, 2024 (“Amendment Effective Date”). System and PROVIDER agree to amend the agreement as follows:

3. TERM & TERMINATION

Delete Section 3.A. and replace with the following:

- A. This agreement shall be extended for the period beginning February 1, 2024, and ending on January 31, 2026. The Parties may renew this Agreement for one (1) additional two-year term (each, a “Renewal Term”, and collectively with the Initial Term, the “Term”) upon mutual written agreement signed by authorized representatives of both Parties.

12. MISCELLANEOUS

- Y. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- Z. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.
- AA. **Certification Regarding Products from the Gaza Strip.** PROVIDER represents and warrants that the goods it provides to MEMBER under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- BB. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide MEMBER with evidence of its TX-RAMP compliance and certification within thirty

(30) days of MEMBER request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

CC. Confidentiality.

(i) The Parties anticipate that under this Agreement it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

(ii) Confidential Information shall not include A&M System Data. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

(iii) The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party’s employees, contractors, agents, and other representatives (“Representatives”) having a need to know the Confidential Information for purposes of performing its obligations under this Agreement, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives’ compliance with the obligations under this Section.

(iv) The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

(v) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

(vi) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

**EXHIBIT A
SERVICES AND FEES AMENDMENT**

Exhibit A is updated as follows:

The Virtual Event Fees and Terms section is deleted and replaced with Event Pricing & Terms.

Event Pricing & Terms

- Effective January 1, 2025, the usage structure shall transition from being based on the number of attendees per day per event to the number of registrants per event.
- Upon this transition, the Customer shall be entitled to receive 5,000 complimentary registrant credits. The credits shall remain valid until the conclusion of the second year from the effective date of the agreement.
- Any existing Attendee-Day Credits at the time of the transition will become Registrant Credits.
- The Fee per registrant is \$2.50 after all credits have been exhausted.
- There is a required minimum spend of \$30,000 per contract year on Pre-Purchased Registrant Day Credits (12,500 Registrant Credits)
- The A&M System has the option to purchase pre-paid Registrant Credits at any other point in the contract year, those amounts will be determined based on the pricing chart below and paid at the time of purchase.
- Any unused credits at the end of this period will roll into the subsequent agreement between the parties.

Pre-Purchased Registrant Quantity	Bulk Registrant Fee
5,000 - 19,999	\$2.50 per Registrant
20,000 - 29,999	\$2.25 per Registrant
30,000 - 39,999	\$2.00 per Registrant
40,000 - 49,999	\$1.75 per Registrant
50,000 +	\$1.50 per Registrant

Payment Terms is updated to include the following:

Amended Payment Terms

- Pre-Purchased Registrant Credits are not refundable except as otherwise noted in the Agreement.
- Registrant Fee is invoiced from Accelevents on or after 30 days from event end date, unless an invoice is requested in advance. This is only a requirement if pre-purchased Registrant Credits have been exhausted.

All other terms and conditions not hereby amended are to remain in full force and effect.

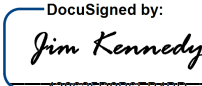
The Texas A&M University System:

By: 
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Jeff Zimmermann
Executive Director, Procurement

Date: 1/29/2024

Accelevents, Inc.:

By: 
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Jim Kennedy
Director of Revenue

Date: 1/29/2024