

Aventri Master Services Agreement

This Master Service Agreement (this “Agreement”) is entered into and effective as of February 7, 2022 (the “Effective Date”) by and between The Texas A&M University System, an agency of the State of Texas (the “A&M System”), and Aventri (“us,” “we,” or “Aventri”). Pursuant to RFP01 CIO-21-102, awarded to Aventri, this Agreement is intended to provide the A&M System and/or each A&M System member listed on Exhibit C (each, an “A&M System Member”) the ability to engage Aventri’s Services (as defined below). The A&M System and each A&M System Member may execute an Order Form in the form attached hereto as Exhibit B for the Aventri Services offered hereunder. The A&M System and each A&M System Member that executes an Order Form will be understood to have entered into this Agreement separately with Aventri and agrees to comply with the terms and conditions imposed on “Client” and “you” in this Agreement. For the avoidance of doubt, the A&M System and each A&M System Member is only responsible for its own compliance with this Agreement. The A&M System makes no guarantee of participation by the A&M System or any A&M System Member.

Under this Agreement, Aventri’s services may include but are not limited to (i) Software-as-a Service (SaaS) solutions that are made available on a subscription basis, through Aventri’s proprietary online, cloud-based, software Platform; (ii) on-site event services such as venue set-up, check-in, and badge printing (“Aventri Experiential Services” or “AES”); (iii) Professional Services, such as custom event website builds and Client-specific integrations; (iv) mobile applications; (v) other products and services provided by Aventri to Client under this Agreement, which products may be tangible (e.g., scanning devices, smart tags) or intangible (e.g., digital lead retrieval tools); and (vi) all Aventri Materials that may be provided to Client in connection with the foregoing (collectively, the “Services”).

1. TERMS OF SERVICE.

(a) **The Documents.** You expressly acknowledge and agree that you understand and agree to comply with and be bound by the Aventri “Terms of Service,” which form a legal contract governing your access, receipt, and use, as a Client, of the Services. The Terms of Service include the following:

Master Services Agreement. This MSA contains the core legal and commercial terms that apply to all Aventri Services. Any reference to “Agreement” means this MSA, the Order Form and all other Terms of Service referenced or linked in the MSA and the Order Form.

Order Form. Any time you, as a Client, subscribe to or otherwise purchase one or more of Aventri’s Services, you and Aventri will enter into a mutually-agreed Order Form. An Order Form details the specific Service(s) you will be receiving, applicable fees and payment schedules, duration of the Services, and other terms regarding the Services you are ordering. You are only permitted to use those Services listed on your then-current Order Form(s).

Service Schedule. When you enter an Order Form for a Service, you may also be provided with a Service Schedule containing an in-depth description of that Service’s features, as well as any supplemental terms, conditions or limitations that apply to your use of that specific Service.

Statement of Work (“SOW”). If you purchase customized Professional Services or Aventri Experiential Services, you may be required to enter into a mutually-agreed SOW containing details of those particular Services, including deliverables, timelines, staffing requirements, and/or acceptance testing criteria.

Data Processing Addendum (“DPA”). The DPA, located at <https://www.aventri.com/aventri-data-processing-addendum> applies when Aventri processes your Personal Data and, for Personal Data originating in the E.U., includes the E.U. Standard Contractual Clauses.

Privacy Policy means the policy available at <https://www.aventri.com/privacy-policy/>, as may be updated from time to time, which describes how Aventri gathers, uses, stores, shares and transfers Personal Data.

In the event of a conflict between the terms of this MSA and any Order Form, Service Schedule or SOW, the terms of the applicable Order Form, Schedule or SOW will control, but only as to the Services provided under that Order Form, Schedule or SOW.

(b) **The Parties.** Unless otherwise specified, (i) any reference in this Agreement to “us,” “we” or “Aventri” includes Aventri Group Members, (ii) Services provided to you by an Aventri Group Member are deemed to be Services provided by Aventri, (iii) Aventri will be responsible to you for the acts and omissions of any Aventri Group Member providing Services under this Agreement, and (iv) to the extent permitted by Applicable Law (as defined below) and subject to the terms herein,



Aventri may bring claims against you and recover damages from you for any loss or damages suffered by an Aventri Group Member under this Agreement, as if it was suffered by Aventri.

2. DEFINITIONS. When they appear in this Agreement, capitalized terms have the meanings provided here:

- (a) **“Addendum”** means a writing containing supplemental terms and/or modifications to any Terms of Service, signed by both Aventri and Client.
- (b) **“Affiliate”** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent of the voting interests of the subject entity.
- (c) **“Applicable Law”** means, with respect to a party, any and all laws (including but not limited to Data Protection Laws), rules, regulations, statutes, codes, ordinances, orders or mandates of any governmental entity applicable to that party’s provision, access, or use of the Services, and/or that party’s performance under this Agreement.
- (d) **“Authorized Users”** mean Client’s own employees, representatives, and agents, as well as any third parties specifically designated by Client, who have been authorized by Client to access and use the Services, on Client’s behalf and for Client’s benefit, and who will be issued unique user IDs and passwords for Platform access (“Administrator Access”).
- (e) **“Aventri Group Member”** means one of Aventri’s wholly-owned Affiliates, including Loopd, Inc.; Zentila, Inc.; Aventri (UK) Ltd.; Aventri Asia Pacific Pty. Limited; Aventri India Private Ltd.; TapCrowd BVBA; ITN International LLC; and Aventri Calgary Corp.
- (f) **“Aventri Materials”** means any and all (i) Documentation, equipment, technology, hardware, software, and information, as well as any other tangible or intangible property, data, know-how, methods, ideas, designs, content, images, text, templates, specifications, systems, code, works of authorship, inventions, or processes of any kind, that are proprietary to or licensed by Aventri, and incorporated into or included with the Services; (ii) any and all modifications, updates, enhancements and derivative works thereof made by Aventri or its licensors; and (iii) any Intellectual Property Rights in the foregoing. For the avoidance of doubt, “Aventri Materials” do not include Work Product, Client Materials or Client Confidential Information.
- (g) **“Client Data”** means all information or data you and your Authorized Users submit or collect via the Platform or other Services (including but not limited to the Personal Data of event attendees), but does not include any Aventri Materials.
- (i) **“Client Materials”** means (i) any Client or third-party content, text, images, designs, videos, audio files, event details, software, technology or other materials provided to Aventri or otherwise submitted, posted, input, displayed, published, uploaded, or transmitted by you or your Authorized Users in connection with your or their use of the Services; (ii) Client Data, and (iii) Client’s name, logo, trademarks, and other pre-existing intellectual property of Client or its Affiliates.
- (h) **“Confidential Information”** is defined in [Section 7](#) below.
- (i) **“Data Protection Laws”** means all data protection and privacy laws applicable to the collection, use, transfer, storage, processing, correction, disclosure, and deletion of Personal Data, including local, state, national and/or foreign laws, treaties, and/or regulations (the EU General Data Protection Regulation (“GDPR”) and implementations of the GDPR into national law).
- (j) **“Disabling Code”** means any unauthorized software code or program, such as a virus, Trojan horse, worm or other software or hardware component designed to disable, block, erase, harm or maliciously interfere with a software, computer system or network, including any device, method, or token that permits unauthorized access to the Services.
- (k) **“Documentation”** means any and all user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by Aventri to Client in writing, whether in digital or tangible formats, together with any written updates thereto.
- (l) **“Fees”** means those subscription fees, one-time fees, and other amounts payable by Client for Services provided under this Agreement, as set forth on the applicable Order Form.
- (m) **“Intellectual Property Rights”** means inventions, patents, copyrights, trade secrets, trade names, trademarks, service marks, know how, moral rights, licenses, developments, data, designs, processes and other intangible, proprietary or property rights, whether or not patentable, and any and all applications for, and extensions, divisions and reissuances of, any of the foregoing, and rights therein, and whether arising by statute or common law.



(n) “Personal Data” means any data collected, uploaded, transferred, stored, or otherwise processed in connection with the Services provided under this Agreement that relates to an identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Personal Data includes names, contact information and any other information defined as personal data under applicable Data Protection Laws.

(o) “Platform” means the cloud-hosted software and digital environment developed, operated and provided by Aventri for the delivery, access, viewing and use of Aventri Services, including any technology, software (source and object code), applications (whether mobile, web-based or desktop), APIs, database systems, software tools, network components, functionality, modules and solutions developed by Aventri and hosted by Aventri (or its third-party cloud-hosting provider) on the websites located at www.aventri.com, www.eiseverywhere.com, www.eventscloud.com (and such other URLs as Aventri may designate from time to time and make available to Client under this Agreement), including without limitation all related user interfaces, and any updates, enhancements, patches, and fixes thereto. Any reference to “Services” under this Agreement is meant to include the Platform.

(p) “Service Term” means the duration of your subscription to, or receipt of, an Aventri Service, as specified on the applicable Order Form.

(q) “Taxes” means any sales, use, withholding and other taxes (other than taxes based on either party’s income), export and import fees, customs duties, value-added taxes, and similar charges applicable to the transactions contemplated by this Agreement that are imposed or assessable by any local, state, provincial, federal or foreign government or other authority.

(r) “Term” means the duration for which this Master Service Agreement shall remain in effect, pursuant to Section 11 below. “Term” includes any Service Term set forth on an Order Form, together with any subsequent renewal or extension terms specified on an Addendum or new Order Form.

(s) “Work Product” means any and all work-for-hire customized deliverables and content developed, made or prepared by Aventri specifically for Client at Client’s request in connection with Services performed pursuant to an SOW entered by the parties, together with all Intellectual Property Rights therein. Work Product does not include (i) Services, materials or content provided to Client by Aventri that have not been uniquely produced or specifically customized for Client pursuant to an SOW, (ii) concepts, products, materials or content developed by Aventri entirely on Aventri’s own time and not arising from the Services, (iii) any underlying Aventri Material incorporated into Work Product or upon which Work Product is based, (iv) technology or intellectual property made available to Client as part of generally-available maintenance, training or customer support for any Aventri Service, or (v) Aventri Confidential Information.

3. CLIENT OBLIGATIONS. By accessing and using the Services, you agree, represent and warrant that:

(a) You and your Authorized Users’ access and use of the Services, and your performance under this Agreement, will comply with (i) the terms of this Agreement, and (ii) all Applicable Laws, including any relevant Data Protection Laws. You will be responsible for any noncompliance by your Authorized Users.

(b) You will not (i) provide or enable Administrator Access for anyone other than your Authorized Users; (ii) sell, distribute, sublicense, rent or lease the Services to any third party, without prior written consent from Aventri; (iii) copy, modify, reverse engineer, disassemble or reverse compile all or any part of the Services; (iv) create derivative works based on any Services; (v) remove, circumvent, disable or otherwise interfere with security-related features of the Services, or features that enforce limitations on use of the Services; (vi) insert or introduce, or knowingly permit or facilitate the insertion or introduction of, any Disabling Code into the Services; (vii) use the Platform or any other Services to store, display or transmit infringing, libelous, defamatory, deceptive, fraudulent, obscene, abusive, or otherwise unlawful or tortious material, or to collect, store or transmit material in violation of third-party privacy rights; (viii) knowingly interfere with or disrupt the integrity or performance of the Services, or use the Services in a way that damages, disables, overburdens or otherwise impacts the normal operation, privacy, integrity or security of the Services; or (ix) attempt to gain, or knowingly facilitate any third party’s ability to gain, unauthorized access to the Services. You agree to notify Aventri immediately in writing upon reasonable suspicion or actual knowledge of any occurrence of the foregoing.

(c) You have all necessary rights, and have obtained all required consents, licenses and permissions, to submit, upload, collect, transmit, store, copy, and utilize the Client Materials (including information relating to your event attendees) in connection with your use of the Services. You, not Aventri, are responsible for the accuracy, completeness and legality of all



your Client Materials. You also represent and warrant that any Client Materials provided to Aventri in connection with the Services do not infringe or violate the Intellectual Property Rights or privacy rights of any third party.

(d) You may be assigned one or more user IDs that will enable you and your Authorized Users to access the Platform and certain other Services. You will use reasonable efforts to protect these user IDs and any associated passwords created by you and your Authorized Users from theft, disclosure, misappropriation, or fraudulent use, and promptly notify Aventri of any unauthorized access or use of which you become aware. You agree that you are responsible (i) for keeping your user IDs and passwords confidential, and (ii) for all actions taken by an Authorized User.

(e) You may purchase or be provided with access to Aventri software, APIs or connectors that enable you to use Services in conjunction with certain of your third-party devices or third-party software services; in such case you are responsible for complying with all terms and conditions of use imposed on you by the provider of those third-party devices or services, and Aventri will not be responsible for your noncompliance with such third-party terms.

(f) You acknowledge that you are responsible for procuring all hardware, software, and network connectivity needed by you to access the Services, unless otherwise detailed on the applicable Order Form or SOW.

(g) You will reasonably cooperate with any Aventri investigation into Service outages, security issues, and/or any suspected breach of this Agreement by you or your Authorized Users.

4. SERVICE COMMITMENTS

(a) The Aventri Platform and other Services will be made available to you in accordance with the service uptime, availability, and response time levels set forth in the Aventri Schedule of Service Levels and Time to Respond, available at <https://www.aventri.com/schedule-saas-service-levels-and-time-to-respond> (as the same may be updated from time to time, the "SLA/TTR"). In the event of a conflict between the terms of this MSA and the SLA/TTR, the terms of this MSA will control.

(b) Aventri will provide the remedies listed in the SLA/TTR for any failures to meet the Service availability levels set forth in the SLA/TTR, following your submission of a valid claim. These remedies are your sole remedy for any failure by Aventri to achieve such availability levels. Any credits issued pursuant to the SLA/TTR are applied against future invoices only.

(c) Certain Services may be subject to service level commitments that differ from, or supplement, those in the SLA/TTR. Any such Service-specific service levels will be set out in the Service Schedule or SOW applicable to those Services. To the extent of any conflict between the service level commitments and remedies offered in a Service Schedule or SOW, and those in the Aventri SLA/TTR, the Service-specific Schedule or SOW will govern, but only with respect to that Service.

(d) Aventri reserves the right to update, enhance, modify, deprecate, replace or make other changes to the Services at any time, in its sole discretion, with or without prior notice to you, provided that any such changes (i) apply to all similarly situated customers of Aventri with equal effect, and (ii) do not have a material and adverse effect on, or materially degrade, the technical performance or commercial utility of the Services.

5. FEES

(a) For certain Services offered during the Term, Aventri will charge an annual subscription Fee per Exhibit A, while other Services may incur Fees on a per -license, -event, -attendee, -unit, time-and-materials, or other basis as set forth on the applicable Order Form. As the Client, you are responsible for payment of all Fees set forth on any Order Form you enter. Except as provided in Section 14(i) hereof, in no event will your obligation to pay your Fees be contingent or excused based upon your ability to collect event-related fees or other payments from any third parties. You will be obligated to remit Fees using the payment method selected in your Order Form, and you agree to keep the contact, payment and billing information you provide on an Order Form updated, valid and authorized at all times during the Term.

(b) Your payment shall be made in accordance with Chapter 2251, *Texas Government Code* (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

(c) Unless otherwise stated in your Order Form, we reserve the right to increase Fees for any Services that renew upon expiration of their Service Term, in order to reflect changes in our list pricing since the start of the previous Service Term. We will notify you of any such Fee increases no later than forty-five (45) days in advance of the renewal, and the new Fees will



apply at the start of your renewal Service Term. If you do not agree to this Fee adjustment, you must provide us written notice of your intent not to renew the Service(s), by the deadline provided in the applicable Order Form or Service Schedule.

(d) Fees detailed on any price lists, Order Forms, Service Schedules or SOWs provided to you are exclusive of Taxes. As Client, you shall pay or reimburse Aventri for all Taxes arising out of this Agreement (other than taxes based on Aventri's own income and employee compensation), and any such Taxes shall be included on the applicable invoice issued to you. If you claim any exemption from your obligation to pay Taxes, you will promptly provide Aventri with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. LICENSE; PROPRIETARY RIGHTS

(a) Aventri hereby provides you with a worldwide, non-exclusive, non-transferable, non-sublicensable, limited, revocable right and license to access and use the Services detailed on any Order Form entered by you, during the Service Term and subject to your compliance with this Agreement.

(b) You acknowledge that, except for the license right granted above, the Services are, and will remain, the sole property of Aventri and its licensors. As between you and Aventri, Aventri retains all right, title and interest to the Platform, other Services, Aventri Materials, and any components thereof, as well as all modifications, enhancements, derivative works, configurations, translations, upgrades and interfaces thereto, and all Intellectual Property Rights therein. All rights in the Services not specifically granted to you pursuant to this Agreement, including any and all U.S. and international patents, copyrights, trademarks and other similar Intellectual Property Rights, are expressly reserved by Aventri. You and your Authorized Users will not, and will not permit any third party to (i) remove, modify or obscure any copyright, trademark, service mark or patent notice placed on or associated with the Platform, Aventri Materials or any other Services made available by Aventri or (ii) access the Services in order to (A) build a competitive product or service or (B) copy any content, features, interfaces, templates, functions or graphics incorporated into or made available on the Platform or other Services, except for your internal non-commercial use.

(c) As between you and Aventri, Client Materials are your property, and you shall retain all right, title and interest in and to the Client Materials. Notwithstanding the foregoing, you grant Aventri a non-exclusive, worldwide, fully-paid license and right to use, view, store, transmit, process, reproduce, and/or modify Client Materials as necessary (i) to make the Services available to you pursuant to this Agreement, (ii) to respond to directions and instructions issued by you and your Authorized Users, (iii) to comply with Applicable Law, judicial order or governmental request, (iv) for Aventri's technical administration, operation and maintenance of the Services, including as needed to maintain and enhance Service security, efficiency, stability, and performance, and (v) to facilitate Aventri's internal processes and procedures, including billing, audit, and compliance functions.

(d) Any Work Product produced for you by Aventri pursuant to an SOW will be your property. To the extent such Work Product incorporates any underlying Aventri Materials, Aventri hereby grants you a perpetual, world-wide license and right to use such Aventri Materials solely to the extent necessary for you to lawfully utilize and exploit such Work Product.

(e) You acknowledge and agree that Aventri may collect and compile data, statistics and measurements about you, an Authorized User's, or an event attendee's utilization of the Services, and that Aventri will have a non-exclusive right and license to use such information (excluding Personal Data) in an aggregated and anonymized form, for Aventri's operational and business purposes. Aventri agrees that such aggregated and anonymized information will not refer to, nor can it be reasonably traced back to, Client or any identifiable person, entity, event or transaction.

(f) If you or your Authorized Users provide Aventri with any feedback regarding the Services, or suggest any improvements, updates or modifications to the Services or any Aventri Materials, Aventri has the right to use and exploit any such feedback or suggestions, without any obligation to you, and no rights shall accrue to you or your Authorized Users in connection therewith. Any feedback is provided as-is, without any warranties of any kind.

7. CONFIDENTIAL INFORMATION

(a) "Confidential Information" means all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Recipient"), whether orally, electronically or in writing, that is designated as confidential or that a reasonable person should understand is confidential based on its nature or the circumstances of its disclosure. Confidential Information does not include information that (i) is or becomes publicly known through no fault of the Recipient, (ii) was lawfully in the Recipient's possession prior to disclosure by the Disclosing Party, (iii) is received from a third party without a



breach of any legal obligation owed to Disclosing Party, or (iv) was independently developed by the Recipient without use of or reference to Confidential Information of the Disclosing Party. You acknowledge that non-public features, functionalities, specifications and components of the Services, as well as Aventri pricing and business information disclosed to you, constitute Confidential Information of Aventri. Aventri acknowledges that all non-public Client Data and all Personal Data constitutes your Confidential Information.

(b) The Recipient agrees that it will: (i) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure using no less than a reasonable degree of care, (ii) not disclose Confidential Information to any third party, and (iii) not use Confidential Information other than as expressly authorized by this Agreement, or as necessary in connection with the Recipient's performance hereunder. However, the Recipient may disclose Confidential Information to those of Recipient's Affiliates, employees, agents and contractors ("Representatives") who (A) need the information in order to perform Recipient's obligations under this Agreement, and (B) are bound by confidentiality obligations no less protective of the Confidential Information than those binding Recipient under this Agreement. Each party will be responsible for any unauthorized use or disclosure of Confidential Information by its Representatives.

(c) The Recipient may disclose Confidential Information if compelled by law, judicial order or regulatory requirement, provided that the Recipient provide the Disclosing Party with notice prior to such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, in contesting or limiting such disclosure.

(d) Within sixty (60) days of the expiration or termination of this Agreement, the Recipient will return or destroy all Confidential Information in its possession or control, other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. Any Confidential Information retained by Recipient after the expiration or termination of this Agreement, with or without authorization, shall remain subject to the confidentiality obligations of this Agreement, notwithstanding any expiration or termination of this Agreement.

8. AVENTRI OBLIGATIONS. Aventri agrees, represents and warrants that:

(a) The Services will (i) perform in material accordance with all written specifications set forth on the applicable Order Form and other Terms of Service and Documentation provided by Aventri in connection with the Services, and (ii) be provided in a professional and workmanlike manner, in accordance with prevailing industry standards.

(b) Aventri (i) will not knowingly introduce into the Services, or use the Services to store or transmit, any Disabling Code designed to harm your or any third-party devices, software, systems or networks; and (ii) will provide technical support for the current release versions of the Services in a manner consistent with the Aventri SLA/TTR and any Service Schedule applicable to the Services you purchased.

(c) The Services, and Aventri's performance under this Agreement, will comply with all Applicable Law.

9. DISCLAIMERS; LIMITATIONS OF LIABILITY

(A) DISCLAIMER OF WARRANTIES.

EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. AVENTRI DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO (I) THE COMPLETENESS, RELIABILITY, ACCURACY, FREEDOM FROM ERROR, OR CONTINUED AVAILABILITY OF THE SERVICES OR ANY MATERIALS OR INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES, OR (II) THE RESULTS TO BE OBTAINED FROM THE SERVICES, EITHER BY CLIENT, ITS AFFILIATES, AUTHORIZED USERS OR ANY THIRD PARTY. AVENTRI WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES, COSTS, LOSSES, CLAIMS, OR DEMANDS ARISING FROM OR RELATED TO ANY THIRD PARTY DEVICES, SOFTWARE, INFORMATION, MATERIALS, DATA, EQUIPMENT OR FACILITIES, WHICH ARE NOT EXPRESSLY PROVIDED TO YOU BY OR ON BEHALF OF AVENTRI AS PART OF THE SERVICES.

(B) LIMITATIONS OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR A BREACH OF THE CONFIDENTIALITY OBLIGATIONS OF SECTION 7 HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT,



PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COST OF COVER, LOST PROFITS, LOST BUSINESS, LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR CLAIMS AND LOSSES SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID TO IT (IN THE CASE OF AVENTRI) OR THE AMOUNTS PAID OR PAYABLE BY IT (IN THE CASE OF CLIENT) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

10. INDEMNIFICATION

(a) To the extent authorized under the Constitution and the laws of the state of Texas, each party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other party, and its Affiliates, directors, officers, employees, agents, representatives, successors and assigns (together, the “Indemnified Party”), from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys’ fees, collectively, “Losses”) arising out of a third-party claim, demand, suit, action or proceeding brought against the Indemnified Parties (each, a “Claim”), to the extent such Claim is based upon or arises out of (i) any damages to real or tangible personal property and/or bodily injury to persons, including death, caused by the Indemnifying Party or (ii) the Indemnifying Party’s (and/or its Affiliates’, employees’, or representatives’) gross negligence, willful misconduct, or violation of Applicable Law.

(b) Aventri agrees to indemnify and hold you (and your Affiliates, directors, officers, employees, agents, representatives, successors and assigns) harmless from and against any and all Losses resulting from a Claim, to the extent such Claim is based upon or arises out of an allegation that the Services infringe or misappropriate the Intellectual Property Rights of a third party. If the Services infringe upon any third party Intellectual Property Rights, Aventri, at its sole option and expense, may (i) procure for you the right to continue using the Services under the terms of this Agreement, (ii) replace or modify such Services so that they are non-infringing while maintaining substantially equivalent functionality, or (iii) if (i) or (ii) are not commercially feasible, terminate this Agreement, or relevant portion, and refund applicable Fees paid by you during the preceding twelve (12) month period. However, Aventri will have no indemnification obligations with respect to any infringement or misappropriation Claim to the extent that it is based upon or results from (A) any information or material not furnished by or on behalf of Aventri, (B) any modifications to the Services that were not performed by or on behalf of Aventri; (C) any combination, operation or use of the Services in connection with a third party product, software or service that was not authorized by Aventri, where such combination causes the claimed infringement; (D) use of other than the current supported version(s) of the Services; or (E) your use of the Services other than in accordance with this Agreement and any applicable Documentation. **THIS SECTION 10(c) SETS FORTH AVENTRI’S SOLE OBLIGATION, AND YOUR EXCLUSIVE REMEDY, FOR ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION ARISING IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT.**

(c) An Indemnified Party must notify the Indemnifying Party in writing within thirty (30) days of any Claim giving rise to indemnification. Subject to the statutory duties of the Texas Attorney General, the Indemnified Party will permit the Indemnifying Party to have sole control of the defense and all related settlement negotiations (provided that the Indemnified Party may participate with counsel of its own choosing, at its own expense), and the Indemnified Party agrees to provide the Indemnifying Party with information and assistance reasonably necessary to defend or settle such Claim(s). The Indemnifying Party will not be liable for any settlement amounts entered by the Indemnified Party without the Indemnifying Party’s prior written approval.

11. TERM AND TERMINATION

(a) Term. This Agreement shall commence on the Effective Date and continue through January 31, 2024 (the “Initial Term”) unless earlier terminated in accordance with the provisions within this Section 11. The Parties may renew this Agreement for two (2) additional two-year terms (each, a “Renewal Term”, and collectively with the Initial Term, the “Term”) upon mutual written agreement signed by authorized representatives of both Parties.

(b) Termination for Cause.

Either party may terminate this Agreement for cause if the other party (A) commits a material breach of this Agreement and does not cure the breach within ten (10) days of receiving written notice from the non-breaching party; or (B) becomes the



subject of any petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors and such petition or proceeding is not withdrawn or dismissed within sixty (60) days after filing. In the event that you terminate this Agreement pursuant to the foregoing, you shall receive a pro-rata refund of any pre-paid fees.

(c) Termination Upon Expiry. Either party may terminate this Agreement with thirty (30) days' written notice to the other party if no Order Forms issued under this MSA remain in effect between the parties, and all applicable Terms of Service have expired or terminated. In any event, this Agreement will automatically terminate, with no further action by the parties, in the event that a period of two (2) years has elapsed since the expiration of the last outstanding Order Form issued under this MSA.

(d) Suspension Rights.

(i) For Imminent Harm. Independent of its right to terminate this Agreement pursuant to Sections 11(b) or (c) above, Aventri may, at its option, immediately restrict or suspend your access to any Service(s) if (i) Aventri becomes aware, or reasonably suspects, that you (or any of your Authorized Users) are using the Services in breach of this Agreement or any Aventri Documentation, and such use (A) interferes or is reasonably likely to interfere with the normal stability or performance of the Platform or any Service, or (B) impacts, or threatens to impact, a third party's use of any Aventri Service; or (ii) Aventri reasonably believes that its continued provision of the applicable Service(s) would cause either party to be in violation of Applicable Law. Aventri agrees to use reasonable efforts to notify you prior to such suspension or restriction, and the parties agree to cooperate in good faith to resolve the underlying issue and mitigate any imminent risk of harm. Aventri will resume the Service(s) at such time as Aventri determines in good faith that the issue has been resolved.

For Non-Payment. Aventri may, upon no less than five (5) days' prior written notice, suspend your access to the Services if and for as long as any undisputed Fee amounts are overdue by a period of greater than thirty (30) days to the extent consistent with the Texas Prompt Payment Act. If your Service is suspended for non-payment, Aventri reserves the right to charge a re-activation fee equal to five percent (5%) of the undisputed overdue amounts to restore the Service to the extent consistent with the Texas Prompt Payment Act.

(ii) Nothing in this Section 11(d) will affect the right of Aventri to terminate this Agreement for cause pursuant to Section 11(b).

(e) Consequences of Termination.

Upon any termination of this Agreement, each party will have sixty (60) days to notify the other party whether to return or destroy all Confidential Information of the other party and, upon request, will deliver a written certification of its compliance with the foregoing, signed by an officer of that party; provided that digital copies of Confidential Information made in the course of normal network backups are not required to be returned, and will be destroyed pursuant to the Recipient's standard data backup and retention policies.

(i) Upon any termination of this Agreement, or earlier termination/expiration of an Order Form, you will: (A) immediately cease all use of Services being provided under the Agreement or Order Form (as applicable), and prohibit access to such Services by your Authorized Users; (B) pay Aventri in full all outstanding amounts due under this Agreement or such Order Form (as applicable) in accordance with the Texas Prompt Payment Act; and (C) return all equipment and hardware provided by Aventri within ten (10) days of termination or expiration.

(ii) If you make a request within sixty (60) days following the termination of this Agreement, Aventri will provide you with (A) access to the Services solely to the extent necessary for you to retrieve your Client Materials from the Platform, or (B) a file of all your Client Data stored on the Platform, in an industry-standard readable format. We have no obligation to maintain or provide your Client Materials beyond such sixty-day period.

(f) Termination of the Agreement pursuant to this Section 11 will automatically terminate all of your outstanding Order Forms, Service Schedules, SOWs and other Terms of Service.

(g) If you terminate this Agreement for cause, we will issue to you, within sixty (60) days of termination, a pro-rata refund of any prepaid but unused Fees. If Aventri terminates this Agreement for cause, you are liable for and will promptly pay any and all unpaid Fees in accordance with the Texas Prompt Payment Act that would have been due during the remainder of the Term had the Agreement not been terminated.



(h) On termination or expiration of this Agreement, Sections 6 (Proprietary Rights), 7 (Confidentiality), 9 (Limitation of Liability), 10 (Indemnification), 11 (Termination), 13 (Regulatory Compliance), and 14 (Miscellaneous) will continue to survive in accordance with their respective terms.

12. INSURANCE

During the Term, Aventri agrees to maintain in full force and effect the following policies of insurance: (i) Employers' Liability Insurance in accordance with applicable statutory requirements; (ii) Commercial General Liability Insurance, written on an occurrence basis, with minimum policy limits of \$1,000,000 per occurrence, including Premises Liability and Products/Completed Operations Liability; (iii) Automobile Liability Insurance with combined single limits of \$1,000,000 per accident; (iv) E&O (Cyber) Liability Insurance, with minimum policy limits of \$5,000,000 in the aggregate; and (v) Umbrella Liability Insurance, with minimum policy limits of \$3,000,000 in the aggregate. Upon request, Aventri will provide you with certificate(s) of insurance evidencing the required coverage and minimum limits.

13. REGULATORY COMPLIANCE

(a) Export Controls. Each party agrees that it will not export, re-export, or transfer internationally, whether directly or indirectly, any part of the Services, except in compliance with all Applicable Law regarding export controls (including but not limited to sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), the Export Administration regulations ("EAR") maintained by the U.S. Department of Commerce, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State). You represent and warrant that you are not, and you will not provide the Services to any Authorized User, Affiliate, event attendee, or other end user that is, (A) incorporated or resident in Cuba, Iran, North Korea, Sudan or Syria or any other jurisdiction subject to trade embargoes or sanctions imposed by Applicable Laws, or (B) listed as a "Specially Designated National" or similar designation under the U.S. OFAC sanctions regulations.

(b) Email Communications; Anti-Spam. If you use the Services to send emails, your email usage is limited to one hundred (100) emails per event attendee or registration purchased in your Order Form. Additionally, you may not use the Aventri Platform to send "spam" in the form of unsolicited bulk email or one-to-one commercial emails. You may not access or use any Aventri Service in any way (directly or indirectly) to send, transmit, handle, distribute or deliver (i) spam or any other commercial electronic messages in violation of the CAN-SPAM Act, Canada's Anti-Spam Legislation, GDPR or any other Applicable Law; (ii) email or other electronic messages to an address obtained via internet harvesting, scraping, or any other surreptitious methods; or (iii) email or other electronic messages to an individual or entity to which you have not provided a valid opt-out notification and mechanism.

(c) Payment Processing. Aventri represents that it is, and will at all times during the Term of this Agreement remain, in compliance with Payment Card Industry Data Security Standard ("PCI DSS") requirements, with respect to its provision of any Services for which it will have access to payment card or cardholder data. Aventri shall send documentation of its most recent validation of compliance to you upon request (but no more than annually) during the Term of this Agreement. In the event that Aventri learns that it is no longer PCI DSS compliant, Aventri will notify you within two (2) business days of discovery and immediately remediate such non-compliance. Aventri acknowledges that unauthorized access to the cardholder data environment resulting from a lapse in Aventri's security obligations is grounds for early termination of this Agreement, without penalty and with immediate effect, at your discretion.

(d) Data Privacy and Security.

With respect to any Personal Data collected, received, stored, transferred or otherwise processed in connection with the Services, each party agrees that it will (A) comply with all applicable Data Protection Laws, and (B) be bound by the terms of the DPA. To the extent that Personal Data we process as part of the Services relates to data subjects within the E.U., Aventri is the data processor of such Personal Data, you are the data controller, and both parties agree to be governed by the E.U. Standard Contractual Clauses included in the DPA.



When Aventri has access to Client Data that includes Personal Data, we agree that we will only use such Personal Data (A) for the purpose of providing the Services, (B) in compliance with the Aventri Privacy Policy and DPA, and (C) pursuant to those lawful instructions provided by Client or the applicable data subject from whom Personal Data may be collected.

You acknowledge that Aventri utilizes a third-party cloud hosting service (a “Cloud Provider”) for provision of Aventri’s cloud hosting and data storage capabilities, and hereby consent to Aventri’s transfer of Client Data (which may include Personal Data) to the Cloud Provider for hosting, storage and/or processing purposes. You also agree that Aventri may transfer Client Data (including Personal Data) to Aventri’s third-party subcontractors and international Affiliates named in the DPA. Any such transfers will be (A) solely for the purpose of providing you Services, (B) subject to each Cloud Provider, subcontractor and Affiliate having entered a written agreement with Aventri containing provisions no less protective of Personal Data than those in the DPA, and (C) compliant with applicable Data Protection Law.

Pursuant to Section 2054.138, Texas Government Code, Aventri shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://it.tamus.edu/cybersecurity/standards-and-procedures/>, as may be amended from time to time (the “Security Controls”), to safeguard and preserve the confidentiality, integrity, and availability of your data. Aventri shall periodically provide you with evidence of its compliance with the Security Controls within thirty (30) days of your request.

To the extent that Aventri’s employees, officers, and agents will have access to your computer system and/or database, Aventri must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* and selected by you. The cybersecurity training program must be completed by Aventri’s employees, officers, and agents during the Term and any renewal period of this Agreement. Aventri shall verify completion of the program in writing to you within the first ninety (90) calendar days of the Term and any renewal period of this Agreement. Aventri acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for you to terminate this Agreement for cause in accordance with the provisions of Section 11 of this Agreement.

14. MISCELLANEOUS

(a) **Assignment.** You may not transfer this Agreement, or any of your rights or obligations hereunder, without Aventri’s prior written consent. However, either party may assign this Agreement upon written notice to the other party, to a successor in interest to all or substantially all of the assigning party’s business or assets as the result of merger, acquisition, change of control, reorganization, or operation of law, provided that such successor (i) is not a competitor of the non-assigning party, and (ii) assumes all rights and obligations of the assigning party under this Agreement.

(b) **Governing Law.** This Agreement will be governed by the state laws of the State of Texas, without regard to principles of choice or conflict of laws. Pursuant to Section 85.18(b), Texas Education Code, venue for a suit filed against you is in the county in which the primary office of your chief executive officer is located. At the execution of this Agreement, such county is Brazos County, Texas. This Agreement is a contract for the provision of services, and the provisions of the Uniform Computer Information Transaction Act (UCITA) or any version adopted by any jurisdiction in any form shall not apply to the transactions between the parties. If Client is located outside of the territory of the United States, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

(c) **Government Clients.** If Client is a United States local, state or federal government entity (including a public institution of higher education) that is using the Services solely for a governmental or public interest purpose, then the following additional terms will apply to this Agreement: (i) Client’s obligations in under Section 10 (“Indemnification”) of this Agreement, and the Limitations of Liability set forth in Section 9, will only apply to the extent permitted by Applicable Law; and (ii) notwithstanding Section 14(b) above, the parties agree that this Agreement will be governed by the laws applicable to Client as a government entity or, if no such laws are specified, then the laws of the State of Delaware, without reference to conflicts of law principles.

(d) **Waiver; Enforcement.** If for any reason any provision of this Agreement is unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. The failure or delay by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.



(e) Notices. All notices required or permitted under this Agreement will be in writing and sent to a party at the address provided in the most recent Order Form entered by the parties. Each party may change such address by notice to the other party in compliance with this section. Notice will be deemed given (i) when personally delivered, or (ii) within three business days after being mailed by U.S. certified mail, first class, postage prepaid or by reputable courier service with package tracking ability (Fed Ex, UPS, DHL, etc.), or (iii) in the case of email, when electronic confirmation has been generated that the notice was delivered to the recipient.

(f) Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control ("Force Majeure Events"), including but not limited to, act of God, an act of war, terrorism, or hostility, earthquake, flood, fire, power, internet or other utility outages not caused by the obligated party, government act, decree, and/or restriction (including those due to pandemic), or other similar causes, provided each party shall take commercially reasonable measures to mitigate the effects of any Force Majeure Events. Force Majeure Events do not include a party's inability to meet its financial obligations.

(g) Relationship of the Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties except as expressly established herein. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

(h) Remedies. Each party acknowledges that a breach of Sections 6 (Proprietary Rights) or 7 (Confidentiality) of this Agreement will cause the other party irreparable injury for which there are inadequate remedies at law, and therefore the non-breaching party will be entitled, without the necessity of posting any bond or other undertaking, to seek equitable and/or injunctive relief in addition to all other remedies provided by this Agreement or available at law. The remedies available to either party under this Agreement are cumulative and non-exclusive. In an action to enforce one's rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

(i) Loss of Funding. Performance you under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, you will issue written notice to Aventri, and you may terminate this Agreement without further duty or obligation hereunder. Aventri acknowledges that appropriation of funds is beyond your control. In the event of a termination or cancellation under this Section, you will not be liable to Aventri for any damages, that are caused or associated with such termination, or cancellation.

(j) State Auditor's Office Right to Audit. Aventri understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Aventri agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Aventri will include this provision in all contracts with permitted subcontractors.

(k) Access by Individuals with Disabilities. Aventri represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to you under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If Aventri becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, Aventri shall, at no cost to you, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Aventri fails or is unable to do so, you may immediately terminate this Agreement, and Aventri will refund to you all amounts paid by you under this Agreement within thirty (30) days following the effective date of termination.

(l) Certification Regarding Business with Certain Countries and Organizations. Aventri represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. Aventri acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

(m) Certification Regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, Aventri certifies that during the Term of this Agreement it does not and will not boycott Israel. Aventri acknowledges this Agreement may be terminated immediately if this certification is inaccurate.



(n) Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by you and Aventri to attempt to resolve any claim for breach of contract made by Aventri that cannot be resolved in the ordinary course of business. Aventri shall submit written notice of a claim of breach of contract under this Chapter to your Deputy Chancellor and Chief Financial Officer, who shall examine Aventri's claim and any counterclaim and negotiate with Aventri in an effort to resolve the claim. This provision and nothing in this Agreement waives your sovereign immunity to suit or liability and you have not waived its right to seek redress in the courts.

(o) 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 be included in this Agreement, which is certified by the signatory of the vendor hereto: "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.

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

(q) Public Information Act. Aventri acknowledges that you are obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code (the "PIA"), 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 your written request, and at no cost to you, Aventri will provide specified public information (as such term is defined in Section 552.002 of the PIA) exchanged or created under this Agreement that is not otherwise excepted from disclosure under the PIA to you in a non-proprietary format acceptable to you that is accessible by the public. Aventri acknowledges that you may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1) of the PIA.

(r) Use of Name. Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other (except as necessary to provide the Services hereunder) without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

(s) Non-Waiver of Privileges and Immunities. You are an agency of the state of Texas and under the Constitution and the laws of the state of Texas possess certain rights and privileges, are subject to certain limitations and restrictions, and only have authority as is granted to you under the Constitution and the laws of the state of Texas. Aventri expressly acknowledges that you are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by you of your right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.

(t) Complete Agreement. This MSA, together with the other applicable Terms of Service, constitutes the complete and final expression of the agreement of the parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, communications, or statements relating to such subject matter.

(u) Updates; Modifications. Aventri may update its Service Schedules, DPA, Privacy Policy and SLA at any time. Any updates to such Terms of Service that we reasonably believe to be material, or to impose additional obligations upon you, will be notified to you by (i) posting the update through the Services; (ii) updating the "Version" date in the footer of the applicable Service Term posted online; or (iii) sending you a message about the update. Material updates will become effective thirty (30) days following the new "Version" date or notification date. Updates that merely address new functionality and do not impose any additional restrictions or obligations on you will be effective immediately. If you do not agree to any such update, please contact your Aventri account manager within thirty (30) days of the effective date of the applicable update. Otherwise, your continued use of the Service constitutes your acceptance of such updated or modified Terms of Service. In no event can either party unilaterally modify this MSA, or any Order Form, SOW, or other Client-specific



Term of Service that requires the mutual written agreement of the parties; such modification must be reflected in a written or electronic Addendum signed by both parties.


(v) Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement, that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement, and that this Agreement is binding upon such party and enforceable in accordance with its terms. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties. Executed counterparts may be transmitted electronically.

****** Signature Page to Follow ******

Accepted and Agreed by:

THE TEXAS A&M UNIVERSITY SYSTEM

Name: Jeff Zimmermann

Signature: 
E2BE2924E09547F...

Title: Director, Procurement & Business Services

Address: 301 Tarrow RM 273

College Station, TX 77840

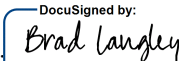
Email: jzimmermann@tamus.edu

Phone: 979-458-6410

Date Signed: 4/27/2022 | 1:38:28 CDT

AVENTRI, INC.

Name: Brad Langley

Signature: 
D3B66E94509D462...

Title: VP, Channel and Enterprise Sales

Address: 13 Marshall Street

Norwalk, CT 06854 USA

Email: sales@aventri.com

Phone: +1 203 403 9470

Date Signed: 4/27/2022 | 10:04:14 PDT



EXHIBIT A – PRICING

Product Area	Modules	Module Description	Pricing
Attendee & Event Management Solutions	Essentials Package	Includes the 4 fully integrated, self-service modules for your next event	\$3.50 per registrant up to 5,000 person events. \$3.25 for events above 5,000 registrants.
	Event Registration	Self-service, configurable module for effective registration management, agenda, badges, certificates, invitation creation, housing management, travel management and reporting.	Included
	Event Website	Create a fully branded, configurable event website with our Website builder module. This can help generate excitement and event engagement by offering attendees information about all aspects of your events	Included
	Email Marketing	The Marketing module offers an effortless way to create and manage professional email marketing campaigns including invitation and reminders.	Included
	Survey	The Survey module is an online module for creating attendee event surveys fully integrated with the registration module.	Included
	Agenda Management	Design multi-day agenda with sessions and tracks and tailor by attendee type	Included
	Push Notifications	You can use our platform to conduct blast email campaigns to registered attendees and through our integrated mobile app	Included
	Standard and Custom Reporting	Unlimited standard and custom reporting to help closely manage and monitor your event	Included
Speaker and Abstracts Management	Speak and Abstract Management	Solicit, review, score, and publish to your website speakers, abstracts, panel presentations, and others	\$5 per submission
Mobile App	Native Apple iOS and Android Mobile App	Fully integrated mobile app offering 35+ different engagement, information, networking, and other functions. Pulls information directly from Aventri registration so no need to manually upload information – it automatically synchs. Includes functions such as live polls, session survey and feedback, moderated Q&A, feed with posts, attendee list with profiles, gamification, personal agenda, overall agenda, and other engagement tools	\$4,000/year for each branded container app; \$1,000/event app within the container
	Branded Landing Page	Aventri provides the opportunity to create a branded landing page for all virtual attendees to visit and return to following each session	Included
Virtual Event Platform	Virtual – Presentation style for large audiences	Display live video stream from a speaker or session for up to 25,000 attendees with Q&A and polling features.	\$20,000 annually for unlimited events by college; or \$8,000 per event for up to 3 event days. Note: Per registration fee needs to be added to this cost.
	Virtual – Interactive for more engaged sessions and breakouts	Hold interactive virtual sessions with up to 16 live cameras and 250 people per breakout with many interactive functions for all attendees	Included



	Virtual green room for speakers	Aventri provides a separate green room for speakers prior to the event	Included
	Video Storage	Aventri will allow your recorded sessions to be stored for up to 90 days following the event to extend the life of your event and allow people to view recorded sessions (can be included in your ticket cost or as an additional attendee fee)	Included; Annual storage available for additional fee that can be quoted per event
	RTMPS feed (self-service)	Upload pre-recorded, broadcast quality video production to the virtual website event	\$1,000 per event
	Dedicated Technical Support (optional)	This person will partner with the Texas A&M event host throughout the virtual event to provide technical support	\$1,500 per day
	Virtual Training - Gold Package	Great training to develop confidence in using our virtual platform. Includes 20 hours virtual service delivery focused on set-up and platform usage, event best practices, surveys and polling and more.	\$2,500
Support: 24/7/365	Email, text, call	Aventri offers global support that is available 24/7/365 covering all aspects of our platform	Included
Branding Solutions	URL Masking	Use your own event domains for URL	\$1,300 per unique URL
	White label	Remove “powered by Aventri” from every registration page to enhance your branding	\$1,500 per year
Integrations	Marketo	Native out-of-the-box integration with Marketo software	\$3,000/year
	Salesforce	Native out-of-the-box integration with Salesforce software	\$3,000/year
	Hubspot	Native out-of-the-box integration with Hubspot software	\$3,000/year
	Eloqua	Native out-of-the-box integration with Eloqua software	\$3,000/year
	API Suite	Includes over 100 pre-built calls to push/pull data from Aventri to other software platforms	\$4,000/year
Professional Services	Additional level of support	Our professional services teams are available to provide support in the area of building registration, website, virtual, and mobile applications and/or provide an additional layer of support pre and during the event.	\$175/hour
Onsite Services	Badging, printers, scanners	We offer a wide range of additional options that can be custom quoted based on your onsite needs for your event. We own all our equipment and ship directly to your event location.	Add-on; reach out to Aventri’s Sales Manager (Brad Langley)



EXHIBIT B – ORDER FORM

CLIENT NAME: _____ (hereinafter, “Client” or “you” (as defined in the MSA))

Client Order Form No. 1

SERVICE TERM

Effective Date: []
Expiration Date: []

CONTACT INFORMATION

Main Contact: [Name]
Client Address: [Address]
[Address]
Email Address: [email]

AVENTRI
Sales Rep Name: [Name]
Email Address: [email]

Client’s access and use of Services provided under this Order Form are subject to the terms and conditions of the Aventri Master Services Agreement [dated XX/XX/XXXX] between the A&M System and Aventri (“MSA”), and any additional terms of service referenced or linked in the MSA and this Order Form. All capitalized terms used but not defined in this Order Form have the definitions provided in the MSA. By executing this Order Form, the A&M System or the below-referenced A&M System Member agrees to comply with the terms and conditions applicable to “Client” or “you” in the MSA.

I. SERVICES & APPLICABLE TERMS OF USE

The Service(s) ordered by you under this Order Form, and any Service Schedule or SOW applicable to that Service, are indicated below.

SaaS Event Management System (EMS)

<https://www.aventri.com/service-schedule-aventri-event-management-system>

SaaS Virtual Event Platform (Per-Event Subscription)

<https://www.aventri.com/service-schedule-aventri-virtual-events-per-event-subscription>

Professional Services

Mobile App

<https://www.aventri.com/service-schedule-aventri-mobile-app-services>

SaaS Virtual Event Platform (Annual Subscription)

<https://www.aventri.com/service-schedule-aventri-virtual-events-annual-subscription>

BadgeNow



- Applicable SOW is attached <https://www.aventri.com/service-schedule-aventri-badgenow>
- Aventri Onsite Experiential Services (“AES”)**
- Applicable SOW is attached **Other**
- Digital Lead Retrieval**
- <https://www.aventri.com/service-schedule-aventri-digital-lead-capture-platform>

****Please refer to any linked or attached Service Schedules or Statements of Work for additional details and terms governing the Services checked above****

II. DATA CENTER LOCATION

US

III. FEE SCHEDULE

Subscription Services:						
Product/Service	Unit Type	Quantity	Price/unit	Subscription Term (months)	Year 1	Year 2
Aventri EMS: ESSENTIALS package	Registrations	1,000/yr	\$3.50/reg	24	\$3,500	\$3,500
Mobile App: Client-branded PRO mobile app	Event App	1/yr	\$4,000/year	24	\$4,000	\$4,000
White-label branding	Branding	1/yr	\$1,500	24	\$1,500	\$1,500
Single Virtual Event Software	Virtual platform	1 event for up to 3 days	\$8,000	24	\$8,000	\$8,000
Dedicated Host Technical Support	Per Day	Three, 10-hour days	\$1,500/day	12	\$4,500	\$0
TOTAL FEES DUE:					\$21,500	\$17,000



IV. PAYMENT SCHEDULE

Payment	Amount	Payment Due Date
Year One	\$21,500	Upon Contract signature
Year Two	\$17,000	January 18, 2023
Year Three	\$-----	

V. INVOICES; TAXES

Client's payment of any invoice issued under this Order Form shall be made in accordance with Chapter 2251, *Texas Government Code*, commonly known as the Texas Prompt Payment Act, which shall govern remittance of payment and remedies for late payment and non-payment.

The Fees listed in Sections III and IV above are exclusive of Taxes. Any Taxes applicable to the products and services purchased under this Order Form will be detailed on the relevant invoice, and are payable by Client unless Client (a) gives notice of its tax exempt status by checking the box below, and (b) promptly provides Aventri with legally sufficient tax exemption certificates for each taxing jurisdiction in which it claims exemption.

Client Claims Tax Exemption (if checked, please provide exemption certificate(s))

VI. BILLING AND PAYMENT DETAILS

Currency

USD

Please check preferred payment method:

- Check
 Electronic Funds Transfer
 Credit Card (American Express payments require a USD agreement)

Name on Account (of payment method):

Billing Contact:

Contact Telephone:

Contact email:



The signature below authorizes Aventri to withdraw from the account or charge the credit card the fee(s) as agreed to, including overages, for the Service Term. If Client provides credit card information to Aventri, Client authorizes Aventri to charge such credit card for all Services set forth on the Order Form for the Service Term. Payment shall be deducted in advance, either annually or in accordance with the Payment Schedule above. If payment will be by a method other than a credit card, Aventri will invoice Client in advance.

A member of the Aventri finance team will contact Client to verify and complete payment information. Contact billing@aventri.com for more details.

VII. SPECIAL TERMS

1. Termination. This Order Form may not be terminated or cancelled prior to the Service Term Expiration Date, except as provided in the MSA.
2. Renewal Terms. Subscription Services will not automatically renew. The parties may renew the Subscription Services for two (2) additional two-year terms upon mutual written agreement signed by authorized representatives of Client and Aventri. Upon renewal, Aventri reserves the right to increase Fees by up to 10%, effective at the start of the renewal Service Term.
3. Client Account Information. Client is responsible for ensuring that Client's contact information, billing information and other account details provided on this Order Form are accurate, complete and up to date at all times during the Service Term. Please, promptly notify your Aventri account manager of any inaccuracies or changes.
4. Additional Registrations and Overages. If Client wishes to order additional Registrations, in excess of the Quantity set forth on the Fee Schedule above, it may purchase them in blocks of 500 at any time during the Service Term, at a rate of 10% higher than contracted rate per Registration.
5. Included Training and Support. All SaaS Services include: (1) unlimited access to web-based training per the Aventri training calendar and (2) 24/7 support.
6. Proposal Expiration. Proposal expires if not accepted and agreed to by [DATE].

[Signature Page to follow]

EXHIBIT C – A&M SYSTEM MEMBERS

Universities

1. Texas A&M University
2. Prairie View A&M University
3. Texas A&M University - Commerce
4. Tarleton State University
5. West Texas A&M University
6. Texas A&M University - Kingsville
7. Texas A&M University - Corpus Christi
8. Texas A&M International University
9. Texas A&M University - Texarkana
10. Texas A&M University - Central Texas
11. Texas A&M University - San Antonio

State Agencies

1. Texas A&M AgriLife Research
2. Texas A&M Engineering Experiment Station (TEES)
3. Texas A&M Forest Service
4. Texas A&M AgriLife Extension
5. Texas A&M Engineering Extension Service (TEEX)
6. Texas A&M Veterinary Medical Diagnostic Laboratory
7. Texas A&M Transportation Institute
8. Texas Division of Emergency Management