

**ASSIGNMENT AND AMENDMENT AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND CAYUSE, LLC**

This Assignment and Amendment Agreement (this “Assignment Agreement”) is made and entered into by and between The Texas A&M University System, an agency of the State of Texas (“TAMUS”), and Cayuse, LLC, a Delaware limited liability company (“Cayuse”).

WHEREAS, iMedRIS Data Corporation (“iMedRis”) and TAMUS are parties to that certain Master License and Services Agreement dated as of September 28, 2020 (the “Agreement”);

WHEREAS, iMedRIS has merged with, and will now do business as, Cayuse;

WHEREAS, Section XIX.1 of the Agreement permits iMedRIS to assign the Agreement to a successor in interest pursuant to a merger with 90 days’ prior written notice to TAMUS; and

WHEREAS, the Parties desire to enter into this Assignment Agreement to memorialize the assignment of the Agreement from iMedRIS to Cayuse and to make other changes to the Agreement as are set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TAMUS and Cayuse agree as follows:

1. **Assignment.** TAMUS hereby acknowledges that TAMUS received written notice that iMedRis assigned the Agreement to Cayuse pursuant to a merger as of November 23, 2021. Cayuse hereby agrees to comply with the terms and conditions imposed on “iMedRis” or “LICENSOR” in the Agreement.
2. **Amendments.** The Agreement is hereby amended as follows:
 - A. The following provisions are added to Section XXVIII, Miscellaneous, of the Agreement:
 16. **Dealings with Public Servants Affirmation.** LICENSOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
 17. **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, LICENSOR certifies that it does not employ a current or former executive head of LICENSEE.
 18. **Firearm Entities and Trade Associations Discrimination.** To the extent applicable, LICENSOR verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by

Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, LICENSOR shall promptly notify LICENSEE.

19. **Energy Company Boycotts.** To the extent applicable, LICENSOR represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, LICENSOR shall promptly notify LICENSEE.
 20. **Prompt Payment Act.** LICENSOR's payment 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.
 21. **Loss of Funding.** Performance by LICENSEE 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, LICENSEE will issue written notice to LICENSOR and LICENSEE may terminate this Agreement without further duty or obligation hereunder. LICENSOR acknowledges that appropriation of funds is beyond the control of LICENSEE. In the event of a termination or cancellation under this Section, LICENSEE will not be liable to LICENSOR for any damages that are caused or associated with such termination or cancellation.
 22. **State Auditor's Office Right to Audit.** LICENSOR 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. LICENSOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. LICENSOR will include this provision in all contracts with permitted subcontractors.
 23. **Non-Waiver Privileges and Immunities.** LICENSEE is an agency of the State of Texas, and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the State of Texas. LICENSOR expressly acknowledges that LICENSEE is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by LICENSEE of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of LICENSEE.
3. **Effective Date.** This Assignment Agreement is effective as of November 23, 2021.
 4. **No Other Changes.** Except as expressly set forth in this Assignment Agreement, all other terms and conditions in the Agreement remain in full force and effect.

The Texas A&M University System:

Jeff Zimmermann

By: [Jeff Zimmermann \(May 26, 2022 12:05 CDT\)](#)

Jeff Zimmermann
Director, Procurement and Business Services

Date: May 26, 2022

Cayuse, LLC:

John W Starr

By: _____

Name: John Starr
Title: CFO

Date: May 25, 2022











Cayuse - Assignment and Amendment Agreement (TAMUS 5-25-2022) (1)

Final Audit Report

2022-05-26

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