

# Master Customer Agreement

This Master Customer Agreement (this “**Master Agreement**”) is entered into and made effective as of the date of last signature of the parties (the “**Effective Date**”), between airSlate, Inc. (“**Provider**”) and The Texas A&M University System, an agency of the state of Texas (“**Customer**” or “**A&M System**”). Prior to the Effective Date, the University Corporation for Advanced Internet Development d/b/a Internet2 (“**Internet2**”) and Provider executed the Facilitation Agreement. The Parties agree as follows:

## 1. Customer Term

(a) This Master Agreement will commence on the Effective Date and will continue for an Initial Customer Term of five years.

(b) This Master Agreement may be renewed by written amendment signed by both parties for two additional two year terms (“Renewal Customer Term(s)”, and together with the Initial Customer Term, the “Customer Term”).

## 2. Certain Rights

**2.1 Generally** Provider grants Customer (a) a limited, royalty-free, revocable, nonexclusive, non-transferrable (except as set forth in Section 10.11) enterprise-wide, fully paid-up worldwide right and license for the duration of the Customer Term to access and use, and permit and enable Users to access and use, the Services solely for Customer’s internal business use during the term of this Master Agreement. For the avoidance of doubt, “internal business use” includes the ability for students and other third parties (parents, organizations, etc.) to access the Services as a user solely for the benefit of Customer and not for any other purpose or use.

### **2.2 Customer Applications**

(a) Notwithstanding anything in this Agreement to the contrary, Customer will have the right throughout the Customer Term to develop Customer Applications, and in connection therewith (and at no charge) (i) Provider may from time to time in its sole discretion provide limited technical support with respect to the API to help facilitate the development and use of Customer Applications; and (ii) Provider will provide the format of the interfaces or protocols provided under this Agreement, if any, for the API to the extent necessary for Customer to develop any Customer Applications.

(b) Customer will have the right throughout the Customer Term to use all Customer Applications and to distribute such Customer Applications to ES Users for use by ES Users solely in connection with

Customer’s permitted use of the Services. As between Customer and Provider, Customer will own (or otherwise obtain) all necessary rights, title and interest, in and to all Customer Applications for Customer to use the Services pursuant to this Master Agreement; and Provider will own all rights, title and interest, including all Proprietary Rights, in and to the API. For the avoidance of doubt, Customer shall have all right title and interest in and to the Proprietary Rights it creates as part of the Customer Applications, however nothing in this Agreement shall prevent Provider from creating the same or substantially similar applications for its other customers (including, without limitation, any connections made using the API) or from permitting or authorizing its other customers to create the same or substantially similar applications (including, without limitation, any connections made using the API); provided that the foregoing is developed without reliance on Customer’s Confidential Information or Customer Data.

(c) Customer may not use the API for the purpose of circumventing any User limitations or any other restrictions set forth in this Master Agreement. If Customer’s use of the API causes Customer’s use of the Services to significantly exceed that of the average user, then Provider may, upon notification to Customer of such excessive use, throttle or temporarily disable Customer’s or applicable End User’s use of the API, provided, however, that Provider will, upon resolution, restore Customer or End User access to the API or Services as soon as reasonably practicable. In the event Provider continues to temporarily disable Customer’s access and Customer contests the reasonableness of such restriction, Customer may terminate this Master Agreement or the applicable Order Form.

(d) The API (and the Services) depend on third party network and Internet providers and device manufacturers that are outside of Provider’s control. Customer understands that the third party networks or devices may change their technical requirements interfering with the operation of the API and Services. Notwithstanding the foregoing, to the extent practicable, Provider agrees to make all Services available during the Customer Term consistent with the terms of this Master Agreement. In the event of a third party outage that will disrupt Services, Provider agrees to provide notice to Customer Technical Contact for the applicable Customer Order Form and restore such Services as soon as reasonably practicable.

## 3. Pricing and Payment Terms; Audits

### **3.1 Rates and Payments**

(a) The rates for the Services are set forth in Exhibit A. Notwithstanding anything in this Agreement to the contrary, other than the Fees (which are determined by the rates set forth in Exhibit A) forth in the

Customer Order Form(s)), no other fees or other amounts of any kind will be due to Provider from Customer. Provider will have no right to charge any Persons other than Customer (such as Customer's employees) any fees or other amounts for or related to the Services.

(b) The Parties agree that the payment terms for the Services shall be as set forth explicitly in each duly authorized Customer Order Form.

(c) Without limiting the effect of any other provisions of this Agreement, Provider may generate and deliver to Customer other invoices in connection with the Services in addition to those described in Section 3.1(b); provided that, (i) such invoices, as well as the manner and timing of their delivery, have been mutually agreed to in writing and in advance by the Parties, and (ii) such invoices are expressly contemplated by, based upon, and consistent with an additional Customer Order Form executed by Provider and Customer. (For example, if Customer originally ordered a certain quantity of Services for twenty-four (24) months but decides after twelve (12) months that it wishes to increase the quantity of Services it receives, it should enter into an additional Customer Order Form with Provider at that time and Provider shall send an invoice reflecting the pro rata amount (which shall be calculated in days) due in connection with Customer's decision to increase the quantity of Services that Customer receives). Provider will send any such other invoices to Customer, if applicable, in a timely manner.

(d) As an agency of the State of Texas, the A&M System is tax exempt. Tax exemption certification will be furnished to Provider upon request.

Within forty-five (45) days of invoice receipt, Customer shall pay to Provider, in U.S. dollars, all undisputed Fees set forth in such invoice. Customer'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.

### **3.2 Financial Audits**

(a) Provider will maintain, for a period of at least three (3) years after such books and records are created or for such longer period of time as may be required by Applicable Law, all books and records relating to this Master Agreement, and Provider's performance of its obligations under this Master Agreement.

(b) Provider 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*. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

(c) If an audit by Customer reveals an overpayment by Customer to Provider in connection with the Fees, Provider will promptly refund to Customer the amount of the overpayment. If such overpayment exceeds five percent (5%) of the total dollar amount of the payments audited, Provider will also promptly reimburse Customer for the reasonable costs of such audit(s).

## **4. Indemnification, Limitation of Liability, and Infringement**

### **4.1 Indemnification**

(a) Provider shall indemnify and hold harmless Customer Indemnitees from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of Provider or its employees or agents pertaining to the activities and obligations under this Master Agreement, except to the extent such liability, loss or damage arises from a Customer Indemnitee's gross negligence or willful misconduct.

(b) Customer will give prompt Notice to Provider of any Claim for which Section 4.1(a) is applicable, provided that failure to do so will not be deemed a breach of this Master Agreement, and such failure will not relieve Provider of its indemnity obligation if such delay does not prejudice the defense thereof. Subject to Governing Law, Provider shall have full and complete control over the defense and settlement of any Claim, provided that it will not, without Customer Indemnitees prior written approval, enter into any settlement agreement that admits fault on the part of Customer Indemnitee or requires Customer Indemnitee to make any payment. If Governing Law does not permit full and complete control over the defense and settlement of any Claim, Provider shall have as much control as is permitted by Governing Law, with the advice and consent of the Attorney General of the relevant jurisdiction to the extent advice and consent is required by Governing Law.

### **4.2 Limitation of Liability**

(a) TO THE EXTENT PERMITTED BY GOVERNING LAW, NEITHER PARTY NOR THEIR AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

(b) To the extent permitted by Governing Law, Provider's liability to Customer shall be limited to the amount that Customer is required to pay Provider under the then current Customer Term.

(c) TO THE EXTENT PERMITTED BY GOVERNING LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, OR REPRESENTATIVES OF EITHER PARTY, DISCLOSED OR UNDISCLOSED, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. THE FOREGOING SENTENCE OF THIS SECTION 4.2(c) WILL NOT APPLY, WITH RESPECT TO DIRECT DAMAGES, TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR THE FACILITATION AGREEMENT, IN NO EVENT SHALL INTERNET2 HAVE ANY LIABILITY TO CUSTOMER (i) UNDER, RELATING TO, OR ARISING OUT OF THIS AGREEMENT OR THE FACILITATION AGREEMENT, OR (ii) FOR THE ACTIONS (AS SUCH TERM IS DEFINED IN THIS AGREEMENT) OF ANY USERS, CUSTOMER, OR PROVIDER, INCLUDING FOR ANY BREACH BY EITHER PARTY OF THIS AGREEMENT.

(e) Provider waives any right to bring any Claims against any ES User. Without limiting the foregoing, under no circumstances shall Customer have any liability to Provider under, arising out of, or related to, the Facilitation Agreement, as Customer is not a party to the Facilitation Agreement and has not agreed to incur any obligations under the Facilitation Agreement. All obligations of Customer are set forth in this Agreement. For the avoidance of doubt, Internet2 and Provider may amend the Facilitation Agreement at any time without Customer's consent.

(f) Notwithstanding anything in this Master Agreement to the contrary, (a) under no circumstances shall Customer, including under, or with respect to, this Agreement, have any liability to Provider relating to any Actions of any Non-ES User (and the Actions of Non-ES Users shall not be attributable to Customer), and Provider waives any right to bring any Claims against Customer relating thereto,

including in connection with any violation of the Policies by a Non-ES User; and (b) under no circumstances shall Provider have any liability to any Non-ES User under this Master Agreement.

4.2 **Infringement** If Customer's use of the Services is, or in Provider's reasonable opinion is likely to become, enjoined or materially diminished as a result of a claim of infringement, misappropriation, or violation of any Proprietary Right of any third party, Provider will promptly notify Customer, and Provider will, at its sole cost and expense, (a) procure the continuing right to provide the applicable component(s) of the Services; or (b) replace or modify the applicable component(s) of the Services in a functionally equivalent manner so that they no longer infringe, misappropriate, or violate any Proprietary Right of any third party. If Provider is unable to accomplish either (a) or (b) within thirty (30) days after it provides the notification

referenced above in this Section 4.3, Customer will have the right to terminate this Master Agreement, just the applicable Customer Order Form(s), or just the applicable Services, whichever it so chooses, upon sending a termination Notice to Provider and Customer shall receive a refund of any unused fees actually paid for the terminated portion of the Services. To the maximum extent permitted by Governing Law, the foregoing remedies, in combination with Provider's indemnification obligations, shall be the sole and exclusive remedies available to Customer for any claim of infringement, misappropriation, or violation of any Proprietary Right of any third party resulting from the Services or Customer's use thereof.

## 5. **Termination and Effect of Termination**

### 5.1 **Termination**

(a) If either Party materially breaches this Master Agreement, the non-breaching Party shall have the right to give the breaching Party written Notice of breach. If the material breach is not cured within forty-five (45) days after the breaching Party's receipt of such Notice (or such later date as may be specified in such Notice), the non-breaching Party shall have the right to terminate this Master Agreement or any applicable Customer Order Forms or Services.

(b) Each Party shall have the right to terminate this Master Agreement by giving the other Party Notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party. Upon any such assignment to creditors by

Provider, Provider shall provide notice to Customer that the amount due or to become due has been assigned and that payment is to be made to the assignee not less than thirty days before payment is to be made. Such notice shall specify the name and address of the assignee for payments. Customer may continue to perform its obligations to the benefit of Provider until such notice from Provider has been received. Notice for purposes of this subsection shall be by certified mail, postage prepaid, addressed to Customer's contact for Notice as listed in Section 10.10, and shall be considered effective only upon receipt thereof.

## **5.2 Effect of Termination**

(a) Upon termination of this Master Agreement or applicable Customer Order Form for any reason, any and all liabilities accrued prior to the effective date of the termination shall survive. The provisions of this Master Agreement that by their nature are continuing will continue in full force and effect and will bind the Parties beyond any termination of this Master Agreement, and any liabilities accrued before the effective date of termination will survive.

(b) Whenever a Party has an express right to terminate this Master Agreement, and as to Customer one or more of the Customer Order Forms, or any of the Services, unless expressly stated otherwise, such Party will not incur any liability to the other Party as a result of such termination except where otherwise expressly set forth in this Agreement.

(c) Notwithstanding anything in this Master Agreement to the contrary, if Customer terminates this Master Agreement, one or more of the Customer Order Form(s), or any Service(s), where Customer has a right to do so pursuant to the terms of this Master Agreement, without waiving any other rights Customer may have, Provider will: (i) promptly refund to Customer an amount equal to the Fees prepaid by Customer for any period of the applicable Customer Term which has not yet occurred if Customer has terminated this Master Agreement; and (ii) promptly refund to Customer an amount equal to the Fees prepaid by Customer for any period of the applicable Customer Term which has not yet occurred in connection with the Customer Order Forms if the Customer terminates such Customer Order Form but not this Master Agreement; or (iii) promptly refund to Customer an amount equal to the Fees prepaid by Customer for any period of the Customer Term which has not yet occurred in connection with any of the Services if the Customer terminates certain Services but does not terminate this Master Agreement or any Customer Order Forms. For example, if Customer had paid \$120,000 in Fees under this Agreement and the Customer Term was one year and Customer terminated this Master Agreement

where it had a right to do so with four months remaining in the Customer Term, Provider would refund to Customer \$40,000. Notwithstanding anything in this Master Agreement to the contrary, if Provider terminates this Master Agreement, one or more of the Customer Order Form(s), or any Service(s), where Provider has a right to do so pursuant to the terms of this Master Agreement, without waiving any other rights Provider may have, (a) Customer will promptly pay any fees owed for all amounts that have accrued prior to the effective date of termination; and (b) to the extent such termination is for Customer's material breach, there shall be no refunds of any repaid Fees for Services.

(d) On the expiration or earlier termination of this Master Agreement, but before the Deletion Date, notwithstanding anything in this Master Agreement to the contrary, Provider will fully cooperate with Customer in connection with any transition assistance that may be reasonably requested by Customer, including (i) promptly take all steps required to assist Customer in effecting a complete transition, including a transfer of all Customer Data in formats made generally available by Provider, and (ii) provide to Customer all non-proprietary information regarding the Services, including data formats and other specifications, or as otherwise needed for the transition and for Customer to reasonably interpret such data and other specifications for use with other systems. Such transition costs shall be subject to the Parties' prior mutual agreement on Provider's professional services fees.

## **6. Confidential Information**

### **6.1 Treatment of Confidential Information**

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is.

(b) A Receiving Party (i) shall limit access to the Disclosing Party's Confidential Information solely to those of the Receiving Party's employees, or Contractor/Agents, who have a direct and immediate need to know such information in connection with the performance of its obligations under this Master Agreement and have been bound to a confidentiality policy containing terms no less stringent than those contained herein, and (ii) shall protect the confidentiality of the Disclosing Party's Confidential Information using no less than a commercially reasonable degree of care, and at least to the same extent that the Receiving Party protects the confidentiality of its own confidential information.

(c) Unless, and then only to the extent, it has received the Disclosing Party's prior written consent, a Receiving Party shall not copy or reproduce any

of the Disclosing Party's Confidential Information except as necessary for use in connection with performing its obligations under this Master Agreement, to perform the Services, or as required by Governing Law.

(d) A Receiving Party shall, after it becomes aware, promptly notify the Disclosing Party orally and in writing if any of the Disclosing Party's Confidential Information in Receiving Party's possession is the subject of a Legal Request. Upon receipt of a Legal Request, the Receiving Party shall promptly, if permitted by Applicable Law, attempt to redirect the requesting third party to the Disclosing Party. If a Receiving Party's redirecting efforts are unsuccessful or impermissible, it shall, if permitted by Applicable Law, prior to disclosure, provide as much Notice of the Legal Request to the Disclosing Party (which Notice will include, if permitted by Applicable Law, a copy of the Legal Request) as is reasonably practicable to allow the Disclosing Party to seek a protective order or file a motion to quash.

## **6.2 Length of Confidential Information**

To the extent that either Party retains the other Party's Confidential Information beyond the Confidentiality Period, the confidentiality obligations in this Sections 6 will survive for the Confidentiality Period. Upon the Disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party or destroy the Disclosing Party's Confidential Information without retaining any copies thereof, with any destruction confirmed in writing by the Receiving Party.

**6.3 Any Conflict between Sections 6 and 7 Regarding Customer Data** As to Customer Data, if there is any conflict between Sections 6 and 7, Section 7 will control. Nothing contained in this Section 6 will be deemed in any way to limit the obligations of Provider under Section 7, including with respect to more restrictive obligations under Section 7.

## **7. Customer Data**

### **7.1 Rights in and to Customer Data**

(a) As between Customer and Provider, all rights, including all Proprietary Rights, in and to Customer Data will remain at all times the exclusive property of Customer. This Master Agreement does not grant Provider any rights, title or interest, whether express or implied, in and to any data, content or intellectual property of Customer or any Customer Data, except for the limited right to Process Customer Data, and then only as expressly stated in this Master Agreement and solely to the extent necessary for Provider to fulfill its obligations under this Master Agreement. In no event will Provider gain any rights, title or interest, whether express or implied, in and to any data, content, or intellectual property of Customer or any Customer Data as the result of any Processing of such data, content, or intellectual property. Customer is

responsible for ensuring that Customer's use of Customer Data on the Services complies with Applicable Law. All Customer Data stored on the Services is encrypted and Provider does not have the ability to screen Customer Data.

(b) Customer Access to Customer Data. Customer (including through one or more Customer Administrators) shall have the right, at all times during the Customer Term and thereafter until the Deletion Date, for any reason whatsoever in Customer's sole discretion (including for purposes of e- discovery or a Legal Request), to access, copy, remove, or extract any or all Customer Data, and to do so by using, at Customer's option, the Provider Platform, Provider Portal, or any applicable Customer Application for Customer. At any and all times prior to the Deletion Date, on Provider's receipt of a written request from Customer, Provider will, for no charge, (i) provide reasonable assistance to Customer to retrieve Customer Data in formats approved by Customer, and (ii) provide Customer with any existing logs or other information applicable to Customer in formats approved by Customer.

(c) Provider will provide Customer with at least five (5) business days' Notice prior to filing a petition seeking to take advantage of any law relating to the bankruptcy or insolvency of Provider and will immediately provide Notice to Customer if Provider is adjudicated to be bankrupt, is the subject of a petition seeking the liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness of Provider, if Provider becomes insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed for Provider. If as a result thereof (i.e., of any of the foregoing) Customer is no longer able to access, copy, remove or extract Customer Data in the ordinary course of business, then within three (3) business days following Provider's receipt of written request from Customer, Provider will, as specified by Customer in such written request, explain how the Customer Data is stored and can be accessed, and either (i) enable the Provider Platform for a period of at least thirty (30) days for use by Customer (including through one or more Customer Administrators) in order that Customer can access, copy, remove, and extract the Customer Data using the Provider Platform, Provider Portal or any applicable Customer Application; or (ii) electronically deliver to Customer in a readily usable format all of its Customer Data segregated on a per Account basis.

(d) In connection with Customer's use of the Services, Customer agrees that the following is expressly prohibited: (1) any Customer Data that is illegal, violates any applicable law or regulation, or violates the legal rights of any natural person or entity; (2) sending altered, deceptive or false source-identifying information, including "spoofing" or "phishing"; (3) misrepresenting yourself or affiliation with an entity, including by use of subdomains; (4) infringing the intellectual property rights of a third party; (5) violating or encouraging others to

violate any applicable laws or regulations.

(e) **Provider Content.** Customer acknowledges that Provider owns and will retain ownership of all right, title, and interest in such Provider Content including intellectual property rights therein. Customer claims no ownership of Provider Content.

(f) **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 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.

## **7.2 Data Privacy**

(a) **Provider Screening Requirements.** Provider will perform, in advance, background checks on all personnel who have the potential to access any Customer Data, which will be performed in accordance with the Fair Credit Reporting Act or applicable regulation of the relevant jurisdiction and will consist of (i) Social Security Number or other government issued ID number traces, (ii) seven (7) year felony and misdemeanor criminal records checks of federal, state and/or local records (as applicable) for job related crimes, (iii) Office of Foreign Assets Control (OFAC) Sanctions List checks, (iv) Bureau of Industry and Security (BIS) Lists of Parties of Concern checks, and (v) Directorate of Defense Trade Controls (DDTC) Lists of Parties Debarred Pursuant to the International Traffic in Arms Regulations checks. Provider will ensure that personnel who have a felony conviction, who are listed on the OFAC, BIS or DDTC lists, or who otherwise have a negative background check as determined by Provider’s reasonable employment policies (which must be consistent with Applicable Law) will not have access to any Customer Data.

(b) **Provider Use of Customer Data.** Provider will use Customer Data only for the purpose of fulfilling its duties under this Master Agreement and Provider will not share Customer Data with or disclose it to any third party except for a Provider Contractor/Agent and then only as expressly provided for (and subject to the restrictions and limitations set forth) in this Master Agreement. By way of illustration and not of limitation, Provider will use such data for Provider’s own benefit, and, in particular, will not engage in “data mining” of Customer Data or the sale of Personal Data. Notwithstanding the foregoing, Customer acknowledges and agrees that both during the term of this Agreement and thereafter, Provider may collect, analyze, disclose,

distribute, copy, display and use anonymized or aggregated Customer Data, or data derived from Customer Data, as well as information, analysis, statistics, and data about Customer’s or its ES Users’ access and use of the Services (collectively “Aggregate Data”), (subject to Provider’s compliance with Governing Law and any other applicable law and confidentiality obligations) for the purpose of providing, operating, analyzing, and improving the Services, provided, that Provider ensures that Aggregate Data has been permanently de-identified in accordance with all Applicable Laws, rules and regulations, including without limitation, FERPA, as defined herein. Under no circumstances shall Aggregate Data include “education records” as defined FERPA or any other personally identifiable information.

(c) Without limiting any other restrictions on Provider in Sections 6 and 7, but in addition thereto, Provider shall only provide access to Customer Data to those employees and Provider Contractor/Agents who need to access the data to fulfill Provider’s obligations under this Master Agreement and that are bound by restrictions at least as stringent as all of those set forth in Sections 6 and 7 relating to Confidential Information and Customer Data, respectively. Provider will ensure that its employees and Provider Contractor/Agents who perform work under this Master Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Master Agreement.

(d) Without limiting Provider’s other obligations under this Master Agreement, Provider will comply with all requirements specified under Applicable Law with respect to the protection of Personal Data. Without limiting the foregoing, but in addition thereto:

(e) **FERPA.** Pursuant to this Master Agreement, Provider may create, access, receive or maintain records on behalf of Customer that are subject to the Family Educational Rights and Privacy Act (“FERPA”) or contain personally identifiable information (as such term is defined in FERPA) from education records (as such term is defined in FERPA) (collectively, “FERPA Records”). In connection with such FERPA Records, the parties understand and agree:

A. **School Official.** Customer hereby designates Provider as a school official with a legitimate educational interest in the FERPA Records to the extent Provider is required to create, access, receive or maintain FERPA Records to fulfill its obligations under this Master Agreement. Provider shall comply with FERPA as to any such FERPA Records. Provider is prohibited from redisclosure of the FERPA Records except as provided for in this Master Agreement or otherwise authorized by FERPA or Customer in writing. Provider

- is only permitted to use the FERPA Records for the purpose of fulfilling Provider's obligations under this Master Agreement.
- B. Ownership. All FERPA Records created, accessed, received or maintained by Provider or its subcontractors or agents will remain the sole and exclusive property of Customer. Provider will immediately provide Customer with copies of any FERPA Records upon Customer's request.
  - C. Security Standards. Provider shall implement and maintain industry standard reasonable administrative, technical, and physical safeguards to secure the FERPA Records from unauthorized access, disclosure or use.
  - D. Unauthorized Use or Disclosure. Provider shall, within three (3) business days of discovery, report to Customer any illegal use or disclosure of Customer's FERPA Records not authorized by this Master Agreement or in writing by Customer. To the extent available, Provider's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized illegal use or received the unauthorized disclosure, (d) what Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure. Provider shall provide such other information, including a written report, as reasonably requested by Customer and that the Provider is able to share given its other legal obligations and internal policies.
  - E. Subcontractors. Provider shall restrict disclosure of the FERPA Records solely to those employees, subcontractors or agents of Provider that have a need to access the FERPA Records in order for Provider to perform its obligations under this Master Agreement. Provider shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Provider in this Section, including without limitation, the prohibition on redisclosure of FERPA Records.
  - F. Legal Requests. Provider must promptly notify Customer of any legal request for FERPA Records from a third party and take (and assist Customer in taking) appropriate steps not to disclose such FERPA Records.
  - G. Right to Audit. If Customer has a reasonable basis to believe that Provider is not in compliance with the terms of this Section, Customer may at its own expense and with reasonable notice to the Provider conduct an industry standard audit of Provider's compliance as it relates to Customer's FERPA Records.
  - H. Return or Deletion. Within thirty (30) days of the expiration or termination of this Master Agreement, Provider, as directed by Customer, shall delete all such Customer FERPA Records, consistent with the terms of this Master Agreement. Provider shall provide Customer with at least ten (10) days' written notice of Provider's intent to delete such FERPA Records, and shall confirm such deletion in writing.
    - (f) To the extent that Customer is providing Customer Data that is subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations and to the extent Provider is considered a Business Associate, Provider will comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and within ten (10) days after Provider's receipt of a written request from Customer, Provider will execute a Business Associate Agreement in connection with Customer in a form acceptable to Customer. In addition, Provider will ensure that each Provider Contractor/Agent that creates, receives, maintains, or transmits protected health information on behalf of Provider agrees to similar restrictions and conditions that apply to Provider with respect to such information.
      - (i) Provider's storage and management of Customer Data will in all respects, including administrative, physical and technical respects, meet the privacy and security standards set forth in the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 and its implementing regulations.
      - (g) Simultaneous with a User's upload of a document to the Provider Platform, Provider will automatically encrypt the document and cause the document to at all times thereafter remain encrypted, except that in the following limited circumstances only, Provider may decrypt the document: (i) if Customer consents to such decryption in writing, or (ii) pursuant to a court order, in which event Provider will, if permitted by Applicable Law, provide Customer with prompt Notice thereof (including a copy of the court order) and as much time as is reasonably practicable to allow for Customer to seek a protective order or file a motion to quash.
      - (h) Provider will not give one User

(other than a User that is a Customer Administrator who may still only receive access to Customer's Customer Data) access to another User's Account or Customer Data unless the User whose Account or Customer Data is to be accessed has given Provider express written authorization to provide such access to another User.

(i) Provider will ensure that all servers that will Process Customer Data are located only in datacenters located in the continental United States. Provider may only Process Customer Data outside of the continental United States with the prior express written permission of Customer, and then only in such territory(ies) or country(ies) as identified in any such prior express written permission.

### **7.3 Data Security**

(a) Provider will ensure that all facilities used to Process Customer Data will employ at least commercially reasonable best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Without limiting the foregoing obligations of Provider, (i) such measures will be no less protective than those used to secure Provider's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved, and (ii) Provider will employ all commercially reasonable measures to ensure that Customer Data and Account(s) are not accessed by any other customer of Provider unless Customer has given Provider written consent to provide such access.

Provider will (i) use commercially reasonable security tools and technologies in connection with the Provider Platform; (ii) use commercially reasonable software application protection security technologies in the Provider Software; and (iii) promptly update and upgrade the tools and technologies referred to in (i) and (ii) as updates and upgrades to such tools and technologies become available, within no later than a commercially reasonable period of time from when the applicable updates and upgrades become available. Without limiting the foregoing obligations of Provider, at a minimum, Provider will use at least the same security tools and technologies in connection with the Services as it uses for its general business, including for the majority of its commercial and enterprise customers. Provider will also comply with all applicable industry standards now in effect or subsequently adopted relating to security tools and technologies for the types of services and software provided under this Master Agreement.

(b) Provider will use commercially reasonable tools and services to identify and protect against spam, harmful code, viruses, malware, phishing and other attacks.

(c) Provider has established, and will maintain, the data security policy and practices applicable to the Provider Platform as set forth in the Provider Online Information Security Policy, as such Provider Online Information Security Policy may be improved upon by Provider from time to time during the Customer Term. Provider will review the Provider Online Information Security Policy on at least an annual basis to determine whether it should be improved upon by Provider.

(d) With regard to the data security practices of Provider in respect to Customer Data, throughout the Customer Term, Provider will at a minimum abide by data security practices that are at least as protective as the data security practices set forth in the Provider Online Information Security Policy in effect as of the Effective Date.

(i) At a minimum, the Provider Online Information Security Policy will include (x) a detailed description of the level of security and encryption Provider will apply to Customer Data; (y) a detailed description of access security protocols utilized by Provider to prevent access to Customer Data by unauthorized third-parties, unauthorized Provider personnel, or other customers of Provider; and (z) a business continuity plan that details Provider's disaster recovery processes, policies and procedures, including the use of geographic redundancy, data backup/recovery, disaster recovery plan testing, and utilization of uninterruptible power supplies and backup generators, so that Provider will be able to continue to fulfill its obligations under this Master Agreement in the event of hardware failure, software failure, power failure, or the occurrence of any disaster or other event beyond the reasonable control of Provider. As it relates to Provider's business continuity plan in clause (z) of this Section 7.3(e)(i), the Provider Online Information Security Policy will include disaster recovery testing that tests Provider's disaster recovery processes, policies and procedures no less than once per year after the Effective Date.

(ii) Promptly following any update by Provider of the Provider Online Information Security Policy, Provider will deliver to Customer a copy of any updated version(s) of the Provider Online Information Security Policy. Notwithstanding anything to the contrary contained herein or in the Provider Online Information Security Policy, in the event of any conflict between the terms and conditions of the Provider Online Information Security Policy and the other terms and conditions of this Master Agreement, the other terms and conditions of this Master Agreement will control.

(e) Without limiting any other provision in this Master Agreement, Provider will ensure that:

(i) within the twelve (12)



month period prior to the Effective Date and annually thereafter during the Customer Term (as well as promptly after any Security Incident), with respect to Provider and the Service Locations, an Independent Third-Party Auditor conducted, and will conduct, the Audits, certified, and will certify, Provider and the Service Locations as compliant with SSAE 16 and SOC 2, Type 2, and issued, and will issue, Provider the Audit Reports for itself and the Service Locations; furthermore, Provider uses Amazon Web Services (“AWS”), and to the extent permitted by AWS, will provide a certification or report regarding AWS’s compliance with ISO 27001, to the extent AWS is and remains compliant with ISO 27001 (it is acknowledged that Provider has no control over any compliance by AWS, and failure to provide such report regarding AWS shall not be deemed a breach of this Master Agreement). Customer may be required to enter into a separate confidentiality agreement with Provider and/or AWS in order to receive such certification or report regarding AWS;

(ii) upon Customer’s request, it provides true and correct copies of the then-current Audit Reports to Customer on or around the Effective Date and within thirty (30) days of issuance for each additional Audit Report issued to Provider during the Customer Term for itself and its Third Party Service Locations; and

(iii) it promptly remediates any errors identified in an Audit Report that could reasonably be expected to have an adverse impact on the Services, and material control deficiencies identified in an Audit Report.

#### **7.4 Data Integrity, Loss and Availability**

Provider will take commercially reasonable measures and all measures it generally provides to other business, commercial or enterprise customers, which will at a minimum be consistent with the Provider Online Information Security Policy, including regular data integrity audits, to protect against loss of Customer Data, deterioration of Customer Data, and degradation of the quality and authenticity of Customer Data.

#### **7.5 Response to Legal Requests and Demands or Requests for Data**

(a) Upon Provider’s receipt of a Legal Request in connection with any Customer Data, Provider will promptly attempt to redirect the requesting third-party to Customer to acquire any Customer Data. If Provider’s redirecting efforts are unsuccessful, and, if not prohibited by Applicable Law from doing so, Provider will, prior to disclosure, provide as much Notice of the Legal Request to Customer (which Notice will include, if permitted by Applicable Law, a copy of the Legal Request) as is reasonably practicable to allow Customer to seek a protective order or file a motion to quash.

(b) If Provider receives a legal demand to provide information about Customer under the Communications Assistance for Law Enforcement Act, 18 U.S.C. §2522, to the extent permitted by Applicable Law and Governing Law, Provider will promptly notify Customer, and provide Customer other known information reasonably requested by Customer relating thereto, including the point of contact at the Department of Justice in connection with such matter, if applicable.

**7.6 Security Incident Response** Without limiting Provider’s other obligations or liabilities under this Master Agreement, whenever there is a Security Incident, Provider will promptly (a) notify Customer and the Customer Technical Contact of the Security Incident in a timely manner to meet the breach notification requirements under Applicable Law; (b) investigate the Security Incident; (c) provide Customer with detailed information about the Security Incident uncovered as a result of the investigation or otherwise known by Provider and Provider’s remediation plan; and (d) take reasonable steps to mitigate the effects and to minimize any Damage resulting from the Security Incident. Following the occurrence of a Security Incident, Provider will (i) take prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future, including remediation of any errors or control deficiencies identified in a Security Incident and (ii) provide Customer with a post Security Incident report.

**7.7 Data Retention and Disposal** Provider will maintain Customer Data in a User’s Account and will not Securely Delete or otherwise delete Customer Data in a User’s Account: (a) unless Customer or the applicable User deletes such Customer Data or requests deletion of such Customer Data; or (b) until Provider deletes such Customer Data after termination or expiration of the Customer Term in accordance with Section 7.8 below (including with respect to the timing for deletion set forth in Section 7.8). Optional archiving services available as part of the Provider Platform will enable Customer to immediately place a “hold” on the destruction of Customer Data that has been archived.

**7.8 Data Transfer Upon Termination or Expiration** Following the end of the Customer Term, Provider will retain Customer Data in Customer’s Accounts (the account features and functionality of which will then be limited to data retrieval features and functionality) until the Deletion Date. On the Deletion Date, Provider will disable Customer’s Accounts and Securely Delete the Customer Data.

#### **7.9 Retention Period**

(a) No later than three (3) business

days prior to the termination of the Customer Term, Customer shall contact Provider and inform Provider in writing whether it wishes to have its Retention Period end on the date that the Customer Term terminates or whether it wishes to have its Retention Period end on the date that is ninety (90) days after its Customer Term terminates. If Customer does not timely make an election pursuant to the previous sentence, Customer shall not be deemed in breach of this Master Agreement and Customer's Retention Period shall end on the date that is ninety (90) days after its Customer Term terminates.

(b) Commencing on the Deletion Date, Customer shall not be able to extract the Customer Data from Customer's Account(s).

**7.10 Features** Notwithstanding anything to the contrary contained in this Master Agreement and without limiting any of Provider's obligations set forth in this Master Agreement, if at any time during the Customer Term Provider agrees with its other business, commercial or enterprise customers generally to a greater obligation concerning or related to data privacy, data security or data integrity than is set forth in Section 7 of this Master Agreement at no additional cost, Provider will, at its sole cost and expense, thereafter also provide Customer with the benefit of the greater obligation that Provider agreed to fulfill for its other business, commercial or enterprise customers generally. Without limiting Provider's obligations under Section 9.2 and this Section 7.10, Provider shall be free to make Modifications to the Services, for additional features and functionality (including Modifications); provided that Provider agrees that it will not make any Modifications or take any other actions that will require Customer to pay additional amounts during the Initial Customer Term (or if Customer is in a Renewal Customer Term, the applicable Renewal Customer Term) in order for Customer to continue beneficially using the same Services ordered at the start of the Initial Customer Term (or the applicable Renewal Customer Term, if applicable) without material degradation in features and functionality unless Customer agrees in writing otherwise.

**7.11 Questionnaire** Upon request, Provider shall promptly provide to Customer the Questionnaire, either by making it available on a publicly accessible website or through such other means as agreed to by Customer.

## **8. Provider Proprietary Rights, Restrictions and Disclaimers**

**8.1 Proprietary Rights** The Services are licensed and/or provided, and not sold, to Customer. Provider reserves all rights in the Services not expressly granted to Customer or its Users under this Master

Agreement. No title to or ownership of any Provider Software or Documentation of Provider is transferred to Customer, who shall have the right to use the Provider Software and Documentation as permitted under this Master Agreement.

**8.2 Restrictions** Except as otherwise expressly set forth in this Master Agreement (including in Section 2.1), Customer shall not knowingly (nor permit its End User's to) (a) market, license, sell, resell, distribute, lend, rent, lease, give, assign, or transfer the Services to a third party; (b) disassemble, reverse engineer or decompile the Provider Software, or prepare derivative works from any component of the Services, or attempt to discover any portion of the source code, underlying ideas, algorithms or trade secrets therein; (c) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services; (d) copy, reproduce, modify, or translate the Services; (e) use the Services for timesharing or service bureau purposes; (f) use or launch any automated system, including without limitation, robots, spiders, or offline readers, to access the Services or any information therein; (g) use the Services to upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages, including Commercial Electronic Marketing Messages as defined in US CAN SPAM Act; (h) use the Services to transmit any malware, Trojan horses, worms or viruses or any destructive or malicious code; (i) use the Services for the benefit of a competitive offering to any of the Services, to intentionally harm or discredit the Provider or the Services; or (j) imitate the look and feel of the Services, remove any proprietary notices from Services, or duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements of the Services. Furthermore, Customer shall take reasonable steps to ensure that no ES User shares its login ID for the Services with any other Users (each User must have their own login ID) or any other person; and that no User shall access another user's account, circumvent standard access to the Services, or attempt to gain unauthorized access to the Services. If Customer violates any of the license restrictions above, Provider may, in addition to all of its other rights herein and at law and in equity, immediately terminate this Master Agreement or the applicable Order Form in accordance with Section 5.

## **8.3 Warranties; Disclaimers; Obligations in Connection with RFPs**

(a) (a) Provider warrants that the Services, Provider Content, and Software shall conform in all material respects to the descriptions of the Services, Provider Content, and Software in any Customer Order Provider's official software documentation. OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO PROVIDER ONLY AND NO OTHER PERSON) SET FORTH IN THIS AGREEMENT, (i) NEITHER

PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE SERVICES, AND (ii) PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM

(b) WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT INTERNET2 MAKES NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH ANY RESPONSE THAT PROVIDER MAY MAKE IN CONNECTION WITH ANY RFP.

## **9. Provider Policies, Modifications, and Suspensions**

### **9.1 Provider Policies**

(a) The To the extent consistent with the terms of this Master Agreement, Governing Law, and Applicable Law, the following policies shall apply to Customer, ES Users,: (i) the Business Associate Agreement (to the extent protected health information is processed under this Master Agreement and applicable Customer Order Form, and the Business Associate Agreement is duly executed), and (ii) the Data Processing Agreement (to the extent required by ApplicableLaw) available at <https://www.airslate.com/dpa> (together, the “Generally Applicable Policies”), provided that the terms of this Master Agreement shall control, and pursuant to the this Master Agreement, the Data Processing Agreement shall not constitute and amendment to the Master Agreement. Except for the Generally Applicable Policies, (i) the Policies do not apply to Customer or ES Users (and regardless of whether Customer or ES Users clicked-through or otherwise agreed to the terms of the Policies)), and (ii) Provider hereby waives any right to bring any Claims against Customer and ES Users under, arising out of, or relating to the Policies.

(b) The Policies and the Generally Applicable Policies apply to Non-ES Users. Access to the Services by Non-ES Users is subject to those Non-ES Users complying with the Policies.

(c) The terms of any exhibits or Policies are incorporated herein solely to the extent consistent with the terms of this Master Agreement. In the event of any conflict between the terms and conditions of the Policies and the terms and conditions of this Master Agreement, the terms and conditions of this Master Agreement will control.

(d) With respect to any modification of either of the Policies, Provider will provide notice of the modification via the user interface of the Services. Provider represents that other than the Policies, there are no other forms of “terms of service,” “terms of use,” “end user license agreement,” “privacy policy,” or the like that are otherwise generally applicable to some or all Persons who use the Services.

### **9.2 Modification of Services**

(a) Provider will provide advance Notice to Customer via e-mail to the Customer Administrator(s) of any Modification, and in no event less advance notice of each Modification as Provider generally provides to any of its other business, commercial or enterprise customers (i.e., if Provider generally provides even greater than sixty (60) days’ notice to its other business, commercial or enterprise customers, it will provide such additional advance Notice to Customer).

(b) In the event of a Modification that results in a removal or extraction of any material functionality or features of the Services, that is not replaced with new functionality or features that are substantially similar to those removed, such that the Modification results in a material degradation of the performance of the Services, Customer will have the right to terminate this Master Agreement, just the applicable Customer Order Form(s), or just the applicable Service(s), whichever it so chooses, upon sending a termination Notice to Provider; provided that Customer shall permit a thirty (30) day period for Provider to remedy the material degradation, and no such termination shall occur if Provider is able to remedy the issue within the thirty (30) day period.

### **9.3 Suspension of Services**

(a) Provider will have the right to suspend a User’s or Customer’s access to the Services only (i) if such User’s or Customer’s use of the Services represents a threat to Provider’s network; (ii) to prevent unauthorized access to Customer Data; (iii) to the extent necessary to comply with Applicable Law; or (iv) if Customer or a User violates Section 7.1(d). To the extent feasible (taking into consideration the nature of the issue and the threat to the Service), Provider will provide Customer with (x) reasonable advance Notice of any suspension and the reason for such suspension, and (y) an opportunity to discuss the matter with Provider before such suspension occurs, unless such delay will materially harm Provider’s network, or enable unauthorized access to Customer Data (in which cases Provider will promptly notify Customer of such suspension once it has occurred).

(b) As to any suspension permitted in Section 9.3(a), Provider will (i) use

reasonable efforts to suspend only the minimum portion of the Services necessary to address the issues giving rise to the suspension; and (ii) suspend the provision of the Services to only the Users whose Actions necessitated the suspension if at all practicable. In addition, Provider will promptly restore a User's or Customer's access to the Services once the reason for the suspension is no longer present.

(c) Customer will have the right at any time(s) to suspend or terminate any of its Users' access to the Services in accordance with Customer's policies or practices.

## **10. Miscellaneous**

**10.1 Mutual Representations and Warranties** Each Party represents and warrants to the other that (a) this Master Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Master Agreement, except, with respect to Provider, from Internet2 to the extent required by the Facilitation Agreement; and (c) the execution, delivery and performance of this Master Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**10.2 Additional Representations and Warranties of Provider** In addition to Provider's representations and warranties set forth above and notwithstanding anything to the contrary contained in this Master Agreement, Provider represents and warrants to Customer that (a) Provider has the power and authority to grant Customer the rights set forth in Section 2.1, and, without limiting the foregoing, to the best of Provider's knowledge, the Services shall be free of any rightful claim of any third party by way of infringement, misappropriation, or the like; (b) the Services shall conform in all material respects to the Documentation, and for any breach of the warranty in this Section 10.2(b), Provider will, at no additional cost to Customer, provide remedial services necessary to enable the Services to conform to the warranty, and Customer will provide Provider with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects, and the remedy set out in this subsection 10.2(b) are Customer's sole remedies for breach of the above warranty, and such warranty shall only apply if the Services have been utilized by Customer in accordance with this Customer Agreement; (c) Provider will use commercially reasonable efforts to practice the principles of equal employment opportunity and non-discrimination in its hiring and employment activities; (d) Provider is not and will not be delinquent on the payment of any undisputed taxes due to any state in the United States or country or jurisdiction in which

Customer is located if such delinquency may harm Customer or may materially impact Provider's ability to comply with one or more of its obligations under this Master Agreement; (e) Provider has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; (f) no officer, director, partner or other managerial agent of Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof; and (g) the Services are and will perform substantially in conformance with applicable federal disability laws, including Section 508 of the Rehabilitation Act. If the Services are not in conformance with applicable federal disability laws as of the Effective Date, Provider shall use reasonable efforts to update the Services provided to Customer to be in conformance therewith at some future date. If there is a change in federal or state disability laws or a change in Provider's conformance with any such laws, at Customer's reasonable request, the Parties will meet to discuss Provider's efforts to update the Services and to be in conformance therewith, including an appropriate timeline. Promptly after the Effective Date and at no additional cost, Provider shall appoint a Person to serve as the single point of contact for the applicable Customer to communicate with and receive updates on the status of the Services' compliance with federal disability laws, including the Americans with Disabilities Act. Upon request, Provider will provide to Customer a copy of the Voluntary Product Accessibility Template (VPAT) for the Services. THE WARRANTIES STATED IN THIS CUSTOMER AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PROVIDER; THERE ARE NO OTHER (AND PROVIDER EXPRESSLY DISCLAIMS ALL OTHER) WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY OR IMPLIED.

## **10.3 Press Releases and Other Public Disclosures**

(a) Except for Customer's right set forth in Section 10.3(b), and in accordance with the terms of this Master Agreement, neither of the Parties shall have the right to issue a public statement or press release regarding, or otherwise publicly discuss, this Master Agreement without the prior written consent of the other Party.

(b) Notwithstanding anything to the contrary in this Master Agreement: (i) Provider shall not have the right to publicly disclose Customer's name without Customer's prior written permission; and (ii) subject to Provider's style guidelines, Customer shall have the right during the Customer Term to identify Provider as a provider, supplier or commercial partner of Customer, whichever is applicable, in connection with this Master Agreement, and in connection therewith, to display Provider's supplied logo on its website and other Provider

pre-approved (in writing) marketing materials.

(c) Only upon advance written approval from Customer and in accordance with the terms of this Master Agreement, will Internet2, be permitted(i) to issue a public statement or press release disclosing, or otherwise publicly disclose that Customer has agreed to receive the Services from Provider in connection with the “Internet2 NET+ Program”.

**10.4 Open Source License Restrictions**

Provider will not use, incorporate, modify, distribute, provide access to, or combine the computer code of Customer with any other computer code or intellectual property in a manner that would subject Customer’s computer code to Open Source License Terms.

**10.5 Support Services and Service Level Agreements** Provider will at all times comply with the support and service level agreement sections of Exhibit A.

**10.6 Insurance**

(a) Provider shall obtain and maintain, for the duration of this Master Agreement or longer, the minimum insurance coverage set forth below. With the exception of professional liability (E&O), all coverage must be written on an occurrence basis. All coverage must 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 Customer. Provider acknowledges that Customer has not, by requiring such minimum insurance, assessed the risk that may be applicable to Provider under this Master Agreement. 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 Master Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A. Worker’s compensation insurance with the following minimum limits of coverage:

- 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 Customer. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. 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.

C. Commercial general liability insurance with the following minimum limits of coverage:

- 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 must be issued on a form that insures Provider’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Master Agreement.

D. Cyber and privacy liability insurance with minimum limits of coverage of \$1,000,000 per event, \$1,000,000 aggregate covering network security/privacy liability, privacy regulatory proceedings (including fines and penalties), privacy event expenses (mandatory/voluntary notification costs, credit monitoring, call center services, forensic, and any other fees, costs, or expenses necessary to comply with any security breach notification law that may be applicable), and cyber extortion payments. Provider shall maintain such coverage for such length of time as necessary to cover any and all claims.

E. Provider shall deliver to Customer evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Master Agreement and prior to the performance of any services by Provider under this Master Agreement. Provider shall provide

additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal.

- F. All insurance policies (with the exception of worker's compensation, employer's liability and professional liability) must be endorsed and name the Board of Regents of The Texas A&M University System ("Board of Regents") for and on behalf of A&M System as additional insureds up to the actual liability limits of the policies maintained by Provider. Commercial general liability and business auto liability must be endorsed to provide primary and non-contributory coverage. The commercial general liability additional insured endorsement must include ongoing and completed operations and be submitted with the certificates of insurance.
- G. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and A&M System. No policy may be canceled without unconditional written notice to Customer at least ten (10) days before the effective date of the cancellation. All insurance policies must be endorsed to require the insurance carrier providing coverage to send notice to Customer thirty (30) days prior to the effective date of cancellation or non-renewal relating to any insurance policy required in this Section.
- H. Any deductible or self-insured retention must be declared to and approved by Customer prior to the performance of any services by Provider under this Master Agreement. Provider shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- I. Certificates of insurance and additional insured endorsements as required by this Master Agreement must be mailed, faxed, or emailed to the following Customer contact:

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: jzimmermann@tamus.edu

- J. The insurance coverage required by this Master Agreement must be kept in force until all services have been fully performed and accepted by Customer in writing.

## **10.7 Contractual Relationship**

(a) The Parties are entering into this Master Agreement as independent contracting parties. This Master Agreement shall not be construed to create an association, joint venture, partnership or employee/employer or agent/principal relationship between the Parties or to impose any partnership liability upon any Party.

(b) The Parties acknowledge that (i) Internet2 is not an agent of Provider or a reseller of the Services, and (ii) Provider is not a subcontractor or agent of Internet2, nor is it in any way providing the Services to Customer on behalf of Internet2. All references, representations, warranties and covenants made in this Agreement (including in any exhibits attached hereto), whether express or implied, concerning in any way Provider and/or any of the Services, are made by Provider and not by or in conjunction with Internet2. Internet2 shall not have any liability to Customer under, arising out of, or related to this Agreement, including in connection with the actions or omissions of, or breach of this Agreement by, Provider.

## **10.8 Contractors/Agents**

(a) Provider shall have the right to use Provider Contractor/Agents. Such Contractors/Agents may not use Customer Data for any purpose other than for the purposes of providing the Services in accordance with the terms of this Master Agreement. All Actions of Provider Contractor/Agents when acting on Provider's behalf in connection with this Master Agreement are attributable to Provider for all purposes under this Master Agreement.

(b) Customer shall have the right to use Customer Contractor/Agents with respect to this Master Agreement, provided that such Contractor/Agents are not competitors of Provider. Such Contractors/Agents may not use the Services for any purpose other than for the benefit of Customer. All Actions of Customer Contractor/Agents when acting on Customer's behalf in connection with this Master Agreement are attributable to Customer for all purposes under this Master Agreement.

**10.9 Force Majeure.** Neither Party will be in breach of its obligations under this Master 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).

**10.10 Notices** Any Notice made by either Party to the other must be made in writing (except where otherwise expressly stated in this Master Agreement that oral notice or email notice is permitted) and will be effectively given if addressed to the Party to be notified and deposited in the United States Postal Service using certified or registered mail, postage prepaid with return receipt requested, or shipped by a nationally recognized overnight courier service, or delivered in person to such Party. Any Notice mailed is effective three (3) days after it is deposited in a depository of the United States Postal Service or overnight services, and any Notice delivered in person to a Party will be effective when received. Notices must be addressed to:

**If to Customer:**

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: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

**If to Provider:**

Attn: **airSlate, Inc. Legal Department**  
**17 Station Street, 3<sup>rd</sup> Floor**  
**Brookline, MA 02445**

**If to Internet2:**

UCAID/Internet2  
1150 18th Street NW, Suite 750  
Washington, DC 20036 Attn:  
General Counsel Email:  
[Legal@internet2.edu](mailto:Legal@internet2.edu)

**With (copies) to:**

UCAID/Internet2  
100 Phoenix Dr., Suite 111  
Ann Arbor, MI 48108  
Attn: NET+ Program Manager

When required under this Master Agreement, Notice will be provided to the following technical contact (s):

Customer Technical Contact(s):

To be contained in each applicable and duly authorized Customer Order Form.

**10.11 Non-waiver** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Master Agreement or to exercise any rights or remedies under this Master Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

**10.12 Assignment** Neither Party will assign all or any part of this Master Agreement, except in connection with a merger or acquisition of all or substantially all of the Party's assets (which shall require Notice but not consent), without the other Party's written consent. Any assignment or delegation to the contrary will be deemed void from inception. Subject to the foregoing restrictions, this Master Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Provider will not assign its rights and obligations under this Master Agreement except where it is also assigning to the same Person its rights and obligations under the Facilitation Agreement.

**10.13 Integration** This Master Agreement, including all applicable exhibits and Customer Order Forms that are, or may be hereafter, executed pursuant to this Master Agreement constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. Notwithstanding the foregoing, Exhibits C and D of this Agreement shall not be incorporated into this Agreement, except to the extent set forth in Section 9.1(c). This Agreement may not be amended or modified except by a writing signed by duly authorized representatives of both Parties. The Parties agree that the terms and conditions of this Master Agreement shall apply to all Customer Order Forms

authorized by the Parties during the Customer Term of the Master Agreement. In the event of any conflict between the terms of this Master Agreement and any Exhibit or duly executed Customer Order Form, the terms of this Master Agreement shall control.

**10.14 Customer PO** Any Customer PO shall only be used to facilitate the purchasing of Services by Customer and will not have the effect of amending or modifying this Master Agreement, or altering the obligations or rights of the Parties with respect to the Services or otherwise in connection with the subject matter of this Master Agreement.

**10.15 Severability** If any provisions of this Master Agreement are conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Master Agreement will remain in full force and effect. The Parties agree that any alterations, additions, or deletions to the provisions of the Master Agreement that are required by changes in Applicable Law are automatically incorporated into the Master Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

**10.16 Governing Law; Dispute Resolution** This Master Agreement will be construed and enforced in accordance with Governing Law, without reference to its choice of law rules. The Parties agree that any legal action or proceeding under, arising out of, or related to this Master Agreement shall be brought exclusively in the courts located in the state in which Customer's main campus is located and each Party waives any objection to the propriety or convenience of such venues. Pursuant to Section 85.18(b), *Texas Education Code*, venue for a suit filed against Customer is in the county in which the primary office of the chief executive officer of Customer is located. At the execution of this Master Agreement, such county is Brazos County, Texas. Without limiting the foregoing, the Parties agree to act in good faith with respect to this Master Agreement and efforts to resolve any dispute. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Master 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 Customer 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 the Deputy Chancellor and Chief Financial Officer of Customer, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. This provision and nothing in this Master Agreement waives Customer's sovereign immunity to suit or liability and Customer has not waived its right to seek redress in the courts.

**10.17 Compliance with Applicable Law** Each Party will comply with all Applicable Laws, including data and privacy laws in connection with the subject matter of this Master Agreement, and its performance under this Master Agreement.

**10.18 Export Compliance**. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Provider certifies that none of its personnel participating in the activities under this Master Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**10.19 Counterparts; Signature by Electronic Means Only** This Master Agreement may be signed in counterparts, which together constitute the Master Agreement. A signature delivered by electronic means or by facsimile will be considered an original.

**10.20 Usage Report** Customer consents to Provider sharing with Internet2 all Aggregated Data regarding Customer's use of the Provider Platform as is necessary for Provider to comply with Section 7.2(b) of the Facilitation Agreement, which section provides as follows: "On or about the first day of each month during the Facilitation Term, Provider will provide Internet2 with all information regarding Customers' aggregate use of the Services and envelope consumption during the prior month. In addition, on or about the first day of each anniversary of the Facilitation Term, Provider shall provide Internet2 with all information regarding Customers' aggregate use of the Services during the prior twelve (12) month period (which information in this instance shall not be categorized by month, but instead shall consist of annual totals for the prior twelve (12) month period). Provider will also provide Internet2 on an ongoing basis with access to reports on the Provider Platform and Internet2 may copy and retain those reports as Internet2 may deem reasonably necessary. Provider will aggregate and anonymize all such information referenced in this Section 7.2 so that no Customer Data is identifiable from the information provided in connection with the reports referenced above."

**10.21 Hardware and other Equipment** As of the Effective Date, Provider is not offering any hardware or other equipment under the Facilitation Agreement. If at any time Provider begins to offer any hardware or other



equipment in connection with the Facilitation Agreement, the Parties may amend this Master Agreement to reflect the necessary changes thereto if Customer wishes to receive such hardware or other equipment.

**10.22 Access to Customer's Premises or Systems** If Provider needs to gain access to Customer's premises or systems, Provider will obtain Customer's advance written consent, which at Customer's option may be conditioned on Provider executing an agreement that Customer requires third-parties to execute under such circumstances.

**10.23 Privileges and Immunities.** Customer 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. Provider expressly acknowledges that Customer is an agency of the state of Texas and nothing in this Master Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.

## **11. State Required Certifications and Disclosures**

**11.1 Access by Individuals with Disabilities.** The Parties recognize that Customer is subject to the requirements of Title 1, Chapter 213 and Chapter 206 of the *Texas Administrative Code* as authorized by Chapter 2054, subchapter M of the *Texas Government Code*. If Provider becomes aware that the EIRs, or any portion thereof do not comply with the EIR accessibility, Provider shall at no cost perform necessary remediation with the requirements of such code. Provider represents and warrants that it strives to achieve reasonable compliance with WCAG 2.0 Level AA. Customer understands that there are inherent limitations of such compliance for Provider's products rooted in the limitations of the technology at hand. Provider shall share with Customer its most current VPAT and keep Customer informed with regard to its Accessibility compliance.

**11.2 Access to Agency Data.** Pursuant to Section 2054.138, *Texas Government Code*, Provider shall implement and maintain industry standard administrative, technical, and physical security measures, including, the security controls the security controls available at <https://cyber-standards.tamus.edu> as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of Customer's data. Provider shall periodically provide Customer with evidence of its compliance with the Security Controls within thirty (30) days of Customer's

request.

**11.3 Cloud Computing Services.** As of the Effective Date, Provider represents and warrants that it has started the process to comply 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 obtain and maintain TXRAMP compliance and certification, as may be amended from time to time, throughout the Customer Term, including any renewal term of this Master Agreement. Upon receipt of certification, Provider shall provide Customer with evidence of its TX-RAMP compliance and certification within thirty (30) days of Customer's request and at least thirty (30) days prior to the start of any renewal term of this Master Agreement. Notwithstanding the foregoing, should Provider be unable to obtain TX-RAMP compliance or certification for any reason, either Party shall have the right to terminate this Agreement upon notice. Upon such termination pursuant to the foregoing sentence, (i) Customer shall pay all amounts due for all periods prior to such termination; and (ii) Provider shall refund any pre-paid but unused Fees.

**11.4 Cyber Security Training.** Pursuant to Section 2054.5192, *Texas Government Code*, Provider and its employees, officers, and subcontractors who have access to Customer's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by Customer. The cybersecurity training program must be completed by Provider and its employees, officers, and subcontractors during the Customer Term and any renewal period of this Master Agreement. Provider shall verify completion of the program in writing to Customer within the first thirty (30) calendar days of the Customer Term and any renewal period of this Master Agreement. Provider acknowledges that failure to comply with the requirements of this Section are grounds for Customer to terminate this Master Agreement for cause in accordance with Section 5 of this Master Agreement.

**11.5 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 Master 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.

**11.6 Public Information Act.** Provider acknowledges that Customer is 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 Master Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, Provider will promptly provide specified contracting information exchanged or created under this Master Agreement for or on behalf of Customer. Provider acknowledges that Customer may be required by PIA to post a copy of the fully executed Master Agreement on its Internet website in compliance with Section 2261.253(a)(1) of the PIA. Customer shall inform the Provider immediately of the need for such online posting or other disclosure. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this agreement and Provider agrees that the Master Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

**11.7 Limitations.** Provider is aware that there are constitutional and statutory limitations on the authority of Customer (a state agency) to enter into certain terms and conditions that may be part of the Master Agreement, including, but not limited to, those terms and conditions relating to liens on Customer's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Customer except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of the Master Agreement nor any conduct, action or inaction of any representative of Customer relating to the Master Agreement constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity to suit.

**11.8 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 Master Agreement 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.

**11.9** To the extent applicable, pursuant to Section 552.372, *Texas Government Code*, Provider must (1) preserve all contracting information, as defined under Section 552.003 (7), *Texas Government Code*, related to this Master Agreement for the duration of this Master Agreement as provided by the Customer records retention requirements; (2) promptly provide Customer with any contracting information related to this Master Agreement that is in the custody or possession of Provider on request of Customer; and (3) on completion of this Master Agreement, either (a) provide at no cost to Customer all contracting information related to this Master Agreement that is in the custody or possession of Provider, or (b) preserve the contracting information related to this Master Agreement for seven (7) years after the conclusion of this Master Agreement as provided by the Customer records retention requirements. Furthermore, the requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Master Agreement, and Provider agrees that this Master Agreement can be terminated if the Provider knowingly or intentionally fails to comply with a requirement of that Subchapter J.

#### **11.10 Prohibited Agreements.**

Provider recognizes that as a state agency, Customer may not award contracts as outlined below.

- 1) Compensation for Preparing Bids. Customer cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, *Government Code*, Provider certifies that the individual or business entity named in this Master Agreement is not ineligible to receive the specified contract and acknowledges that this Master Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) Disaster Related Contracts. Customer cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, *Government Code*, Provider certifies that the individual or business entity named in this Master Agreement is not ineligible to receive the specified contract and acknowledges that this Master Agreement may be terminated and payment withheld if this certification is inaccurate
- 3) Involvement in Human Trafficking. Customer cannot award a contract if such contract includes

financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Government Code*, Provider certifies that the individual or business entity named in this Master Agreement is not ineligible to receive the specified contract and acknowledges that this Master Agreement may be terminated and payment withheld if this certification is inaccurate.

**11.11 Certification Regarding Business with Certain Countries and Organizations.** Provider 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*. Provider acknowledges this Master Agreement may be terminated immediately if this certification is inaccurate.

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

**11.13 Previous Employment.** Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this Master Agreement, Provider certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

**11.14 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 Master Agreement.

**11.15 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.

**11.16 HUB Subcontracting Plan.** If

a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the Provider will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. 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. Customer acknowledges that Provider's personnel that are under the direct supervision of the Provider are not considered a subcontractor within the definition of this paragraph, even if such personnel have an employment status of independent contractors or are employed through an affiliated company or a wholly owned subsidiary. Customer acknowledges that Provider's subprocessors listed here: <https://www.airslate.com/subprocessors>, are not considered subcontractors within the meaning of this paragraph.

In the event Provider determines that Provider will be using a subcontractor, Provider will contact Mr. Keith Williams from the A&M System's HUB Program at (979) 458-3265 or [kwilliams@tamus.edu](mailto:kwilliams@tamus.edu) for assistance in determining the available HUB subcontractors and proper completion of HSP.

**11.17 Loss of Funding.** Performance by Customer under this Master 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, Customer will issue written notice to Provider and Customer may terminate this Master Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Customer. In the event of a termination or cancellation under this [14.13. Customer will not be liable to PROVIDER for any damages, that are caused or associated with such termination, or cancellation.

**11.18 Conflict of Interest.** By executing this Master Agreement, 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 A&M SYTEM or Board of Regents of A&M SYTEM, nor any employee, or person, whose salary is payable in whole or in part by A&M SYTEM, has direct or indirect financial interest in the award of this Master Agreement, or in the services to which this Master Agreement relates, or in any of the profits, real or potential, thereof.

**12. Definitions** The following terms when capitalized have the meanings specified below:

**“Account”** means an account for Customer, a Customer Administrator or a User that is created using the Services.

**“Actions”** means, individually and collectively, actions, omissions, representations, covenants, or warranties.

**“Additional Customer Order Form Effective Date”** means the effective date of an additional Customer Order Form, as contemplated in Section 3.1(d).

**“Affiliate”** means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

**“AICPA”** means the American Institute of Certified Public Accountants.

**“API” or “Application Programming Interface”** means the interfaces and protocols that are provided by Provider to Customers for the purpose of Customers’ development of solutions and applications that can operate with the Services on an automated or scripted basis. The API includes all modifications or enhancements thereto, and all derivatives thereof.

**“Applicable Law”** means, with respect to any Person, matter or thing, any Federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Authority then applicable to such Person, matter or thing. Applicable Law includes Governing Law.

**“Audit Reports”** means the SOC 2 Report and the Service Location Audit Report, collectively.

**“Audits”** means, collectively, (a) a SSAE 16, SOC 2, Type 2 audit examination of Service Locations (inclusive of the primary data centers from which Provider provides the Provider Platform to Customers), that is conducted in accordance with AT section 101 of the AICPA attestation standards, and (b) an annual security audit of Provider Service Locations and Third Party Service Locations (inclusive of the primary data centers from which Provider provides the Provider Platform to Customers) to be performed by an Independent Third-Party Auditor in accordance with applicable industry security standards. This defined term is not meant to include the financial audits reference in Section 3.2.

**“Authority”** means any governmental, quasi-governmental, regulatory or administrative body, agency or authority, any court or tribunal of judicial

authority, any arbitrator or any public, private or industry regulatory authority, whether national, Federal, state or local.

**“Business Associate Agreement”** means the Business Associate Agreement that is mutually agreed upon by the Parties and identified therein as the Business Associate Agreement in connection with and attached to a duly authorized Customer Order Form.

**“Claim(s)”** means, individually and collectively, claims, actions, demands, suits, or proceedings. For the avoidance of doubt, Claims shall include Claims brought by an Authority.

**“Confidential Information”** means all proprietary or non- public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of a Disclosing Party identified as confidential or that would reasonably be considered confidential, regardless of the form or method of communication, and any requirements owned by a Disclosing Party or licensed by a Disclosing Party from a third party. Confidential Information does not include: (a) information that is (i) at the applicable time available to the public without breach of this Master Agreement, (ii) obtained from a third party having no obligation of confidentiality with respect to such information, or (iii) independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party; and (b) this Master Agreement. The existence of this Master Agreement is also not Confidential Information. For the avoidance of doubt, Customer Data shall be considered Confidential Information.

**“Confidentiality Period”** means the period that commences on the Effective Date and ends five (5) years after termination of this Master Agreement, unless a longer period of time is required by Governing Law.

**“Contract Year”** means each twelve (12) month period during the Customer Term (commencing on the first day of the Customer Term and thereafter commencing on each anniversary of the first day of the Customer Term).

**“Contractor/Agent(s)”** means Customer Contractor/Agents or Provider Contractor/Agents.

**“Customer Administrator(s)”** means an individual person or persons assigned by Customer as a primary manager for the Services with the authority to create and manage Accounts within the Provider Platform that are associated with Customer.

**“Customer Applications”** means applications developed by or for Customer that connect to the Provider Platform via the API. Customer Applications do not include the API, or any modifications, enhancements, or derivatives

thereto.

**“Customer Contractor/Agent(s)”** means any independent contractors, subcontractors, or other non-employees that perform any of Customer’s obligations hereunder or act on behalf of Customer in connection with this Master Agreement.

**“Customer Data”** means all data, inclusive of metadata, including Personal Data and all binary text, sound, image, video or other files, including, applications, that are uploaded to, transmitted by, accessed by, processed by, or stored on the Provider Platform based on this Master Agreement by, or on behalf of, Customer or any User through Customer’s or any User’s use of the Services or created by Customer or an User through use of the Services.

**“Customer Indemnitees”** means, collectively, Customer and their regents, employees and agents.

**“Customer Order Form”** means each document entered into pursuant to this Master Agreement by Provider and Customer (or any of its individual members) to contract for Services, and which is executed by both Provider and Customer (or its applicable member). A current version of the Customer Order Form is set forth in Exhibit F. For the avoidance of doubt, “Customer PO’s” are not Customer Order Forms.

**“Customer PO”** means an order or similar type of document submitted by Customer in connection with this Master Agreement. None of the exhibits or Customer Order Forms to this Master Agreement are a Customer PO.

**“Customer Term”** means the period of time commencing on the Effective Date and (a) ending on the last day of the Initial Customer Term if there are no Renewal Customer Terms, or (b) otherwise ending on the last day of the last Renewal Customer Term.

**“Damages”** means, individually and collectively, damages, costs, liabilities, and losses and expenses, including reasonable attorneys’ fees.

**“Deletion Date”** means the date that is ten (10) business days after the end of the Retention Period.

**“Digital Sanitization”** means using a digital sanitization tool on damaged or physically replaced media in order to ensure the destruction of Customer Data stored on such media.

**“Disclosing Party”** means the Party that is disclosing Confidential Information to the Receiving Party.

**“Documentation”** means any written or electronic documentation that Provider provides or makes generally available to its customers regarding the Services ordered by Customer. For the avoidance of doubt, the Provider Platform includes the Documentation related to it, and the Provider Software includes the Documentation related to it.

**“ES User”** means any User who is or was an employee of Customer.

**“Facilitation Agreement”** means the “Type A” facilitation agreement executed by Provider and Internet2 that provides, among other things, Internet2 with the right to market the Services to certain Persons.

**“Fee(s)”** means the amounts payable by Customer to Provider under this Master Agreement in connection with Provider’s provision of Services to Customer (including applicable taxes, if any). For clarification, when not used as a defined term, “fee(s)” shall have the common meaning of fee(s), price(s), cost(s), or charge(s).

**“FERPA”** means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations.

**“Governing Law”** means, the laws and Constitution of the State of Texas ..

**“Independent Third-Party Auditor”** means a reputable independent third-party auditor (a) experienced in conducting in-depth audits of third-party service organizations and issuing service organization control reports in accordance with statements on auditing standards issued by the Auditing Standards Board of the AICPA; and (b) accredited to conduct SSAE 16, SOC 2, Type 2 audits of third-party service organizations.

**“Initial Customer Term”** means the term indicated in Section 1 of this Master Agreement.

**“Legal Request”** means a request pursuant to Applicable Law (including any public records law or regulation) purporting to require disclosure of Customer Data or any other Confidential Information.

**“Modification”** means a material change to the Services or release of a new version of any of the Services. For the avoidance of doubt, a Modification does not include any additional features or functionality that Provider makes generally available at an additional cost.

**“Non-ES User”** means any User who is not an ES User.

**“Notice”** means any notice, communication, request or reply made by one Party to the other Party in connection with this Master Agreement.

**“Open Source License Terms”** means third-party open source license terms that require that that Customer’s own computer code, once integrated with the third party open source code, be generally (a) disclosed in source code form to third parties; (b) licensed to third parties for the purpose of making derivative works; or (c) redistributable to third parties at no charge.

**“Party”** means Provider or Customer, including all individual members of Customer. The plural refers to both Provider and Customer, collectively.

**“Person”** means an individual, partnership, corporation, limited liability company, university, trust, decedent’s estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

**“Personal Data”** includes personal identifiers such as name, address, phone number, date of birth, Social Security Number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined under FERPA; IP address; driver’s license number; other state- or federal-identification numbers such as passport, visa or state identity card numbers; account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual’s financial account; and such other data and information as may be specified by Applicable Law as “personal data” or the equivalent thereof.

**“Physical Destruction”** means physically destroying damaged or physically replaced media through crushing, shredding, incineration and/or melting in order to ensure the inaccessibility of Customer Data stored on such media.

**“Policies”** means, individually and collectively, the Terms of Service and the Privacy Policy.

**“Privacy Policy”** means the privacy policy of Provider. A current copy of, or link to, the Privacy Policy is set forth in Exhibit C, as such Privacy Policy may be modified from time to time by Provider.

**“Process”** means, individually and collectively, access, process, transmit, receive, or store.

**“Processing”** means, individually and collectively, accessing, processing, transmitting, receiving, or storing.

**“Proprietary Right”** means any patent, copyright, trademark, trade secret or other intellectual property or proprietary right.

**“Provider Content”** means documents, forms, self-help instructions and templates provided by Provider.

**“Provider Contractor/Agent(s)”** means any independent contractors, subcontractors, or other non-employees that perform any of Provider’s obligations hereunder or act on behalf of Provider in connection with this Master Agreement.

**“Provider Online Information Security Policy”** means the document referred to as the online information security policy of Provider, which is attached at Exhibit G.

**“Provider Platform”** includes, as of the Effective Date, the features and functionality described on Exhibit A as being part of the Provider Platform, and all Modifications thereof made generally available by Provider to all its customers at no additional charge from time to time. This definition is not meant to limit Provider’s obligations under Sections 9.2

**“Provider Portal”** means a secure online portal (e.g., website) that may be provided by Provider from time to time through which each Customer is able to (a) manage Accounts within the Provider Platform (including, all updates, new versions and new releases of the Provider Platform) and (b) manage, and locate technical information about, the deployment and use of each component of the Provider Platform.

**“Provider Service Locations”** means data centers owned or operated by Provider or by a third party on Provider’s behalf from which Provider provides the Provider Platform to Customers.

**“Provider Software”** means the software applications that are set forth and/or described on Exhibit A as being part of the Provider Software, and all Modifications thereof made generally available by Provider to all its customers at no additional charge from time to time. This definition is not meant to limit Provider’s obligations under Section 9.2.

**“Questionnaire”** means the Cloud Security Alliance Consensus Assessment Initiative Questionnaire. The Questionnaire can be found at <http://cloudsecurityalliance.org/research/grc-stack/>.

**“Receiving Party”** means the Party that is receiving Confidential Information of the Disclosing Party.

**“Renewal Customer Term(s)”** means each one (1) year period for which this Master Agreement is renewed, and which periods occur after the end of the Initial Customer Term and begins on an anniversary of the Effective Date.

**“Retention Period”** means the ninety (90) day period immediately following the date the Customer Term expires or is earlier terminated.

**“RFP”** means any request for proposal or similar requests made by Customer.

**“Securely Delete”** means, with respect to Provider’s deletion of Customer Data, that no Person will be able to reasonably locate or extract the Customer Data from the Provider Platform after the Deletion Date.

**“Security Incident”** means any unlawful or unauthorized access to any Customer Data stored on equipment used by or on behalf of Provider or in facilities used by or on behalf of Provider.

**“Service Locations”** means Provider Service Locations and Third Party Service Locations.

**“Services”** means, individually and collectively, the Provider Platform, the Provider Software (if any), the Support Services, the Provider Portal, and any other services identified in Exhibit A as being offered by Provider to Customer.

**“SOC 2 Report”** means a SSAE 16, SOC 2, Type 2 service organization control report.

**“SSAE”** means the Statement on Standards for Attestation Engagements.

**“Support Services”** means any support services identified in Exhibit A.

**“Terms of Service”** means the terms of service applicable to certain Users, as specified in Section 9.1. A current copy of, or link to, the Terms of Service is set forth in Exhibit D, as such Terms of Service may be modified from time to time by Provider but subject to Section 9.1.

**“Third Party Service Locations”** means any data center from which Provider provides the Provider Platform to Customer that is not owned or operated by Provider as well as the owner or operator of such data center.

**“User(s)”** means any individual who is utilizing the Services through Customer.

### **13. Authority to Contract**

Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Master Agreement, and that the person signing this Master Agreement is duly authorized to enter into this Master Agreement on its behalf.

***Signatures on Next Page***

In witness whereof, the Parties have executed this Master Agreement effective as of the Effective Date. ACCEPTED

AND AGREED:

**Texas A&M University System**



By: \_\_\_\_\_  
Name: Jeff Zimmermann  
Title: Director, Procurement Services  
Date: 05/20/2022

**airSlate, Inc.**



By: \_\_\_\_\_  
Name: Drew Zalkind  
Title: COO  
Date: 05/20/2022



## Exhibit A

### TAMU System Offering- airSlate & signNow

#### signNow OR airSlate

University	FTE Students & Staff	Internet2 Tier	Annual Cost
Texas A&M	72,385	Tier 4	\$150,000
Prairie View A&M	9,883	Tier 1	\$44,000
Texas A&M-Commerce	10,490	Tier 2	\$82,500
Tarleton State	12,760	Tier 2	\$82,500
West Texas A&M	8,839	Tier 1	\$44,000
Texas A&M-Kingsville	7,231	Tier 1	\$44,000
Texas A&M-Corpus Christi	11,569	Tier 2	\$82,500
Texas A&M International	7,921	Tier 1	\$44,000
Texas A&M-TEXARKANA	2,023	Pilot	\$11,000
Texas A&M-Central Texas	2,091	Pilot	\$10,000
Texas A&M-San Antonio	5,693	Tier 1	\$44,000
Texas A&M-Galveston	1,806	Pilot	\$11,000
Texas A&M-Qatar	1,054	Pilot	\$11,000

Ramp	Year 1- 50%	Year 2- 40%	Year 3- 25%	Year 4
Tier 1	\$20,000	\$24,000	\$30,000	\$40,000
Tier 2	\$37,500	\$45,000	\$56,250	\$75,000
Tier 4	\$75,000	\$90,000	\$112,500	\$150,000

\* This plan includes signNow Enterprise Edition **or** airSlate. This plan also includes unlimited users and documents.

\* signNow Enterprise Includes: Unlimited templates, Unlimited teams, Cloud Storage Integration: OneDrive, Google, Box, Egnyte, Phone and Email support, Audit log and history, Multiple signers, Password protected signing, Document expiration dates, Kiosk mode, iPhone, iPad, Android app access, Document groups, Conditional fields, Conditional routing, Calculated Fields, Multiple Languages, Advanced forms, Smart fields, Bulk sending, Signing links, Custom branding, Link protection, Advanced threat protection, Organizational dashboard, Digital certificates, Compliance, SSO, Payment solution (Stripe), CRM Integrations

\*airSlate includes Unlimited access to bots, Unlimited workspaces, Online PDF editor, Drag-and-drop web form builder, Legally binding electronic signature, Document generation, Contract negotiation, Payment collection, Configurable workflow routing, Robotics process automation

\*The pilot pricing is not eligible for ramped pricing

**airSlate Business Cloud**

<b>University</b>	<b>FTE Students &amp; Staff</b>	<b>Internet2 Tier</b>	<b>Annual Cost</b>
Texas A&M	72,385	Tier 4	\$249,000
Prairie View A&M	9,883	Tier 1	\$73,040
Texas A&M-Commerce	10,490	Tier 2	\$136,950
Tarleton State	12,760	Tier 2	\$136,950
West Texas A&M	8,839	Tier 1	\$73,040
Texas A&M-Kingsville	7,231	Tier 1	\$73,040
Texas A&M-Corpus Christi	11,569	Tier 2	\$136,950
Texas A&M International	7,921	Tier 1	\$73,040
Texas A&M-Texarkana	2,023	Pilot	\$14,850
Texas A&M-Central Texas	2,091	Pilot	\$13,500
Texas A&M-San Antonio	5,693	Tier 1	\$73,040
Texas A&M-Galveston	1,806	Pilot	\$14,850
Texas A&M-Qatar	1,054	Pilot	\$14,850

<b>Ramp</b>	<b>Year 1- 50%</b>	<b>Year 2- 40%</b>	<b>Year 3- 25%</b>	<b>Year 4</b>
Tier 1	\$33,200	\$39,840	\$49,800	\$64,000
Tier 2	\$62,250	\$74,700	\$93,375	\$124,500
Tier 4	\$124,500	\$149,400	\$186,750	\$249,000

\* This plan includes signNow Enterprise Edition, airSlate, and PDFfiller. This plan also includes unlimited users and documents.

\* signNow Enterprise Includes: Unlimited templates, Unlimited teams, Cloud Storage Integration: OneDrive, Google, Box, Egnyte, Phone and Email support, Audit log and history, Multiple signers, Password protected signing, Document expiration dates, Kiosk mode, iPhone, iPad, Android app access, Document groups, Conditional fields, Conditional routing, Calculated Fields, Multiple Languages, Advanced forms, Smart fields, Bulk sending, Signing links, Custom branding, Link protection, Advanced threat protection, Organizational dashboard, Digital certificates, Compliance, SSO, Payment solution (Stripe), CRM Integrations

\*airSlate includes Unlimited access to bots, Unlimited workspaces, Online PDF editor, Drag-and-drop web form builder, Legally binding electronic signature, Document generation, Contract negotiation, Payment collection, Configurable workflow routing, Robotics process automation

\*The pilot pricing is not eligible for ramped pricing

### TAMU State Agencies

Agency	Tier	airSlate or signNow	airSlate Business Cloud
System Offices	Pilot	\$11,000	\$14,850
Texas A&M AgriLife Extension	Pilot	\$11,000	\$14,850
Texas A&M AgriLife Research	Pilot	\$11,000	\$14,850
Texas A&M Engineering Experiment Station	Pilot	\$11,000	\$14,850
Texas A&M Engineering Experiment Extension Service	Pilot	\$11,000	\$14,850
Texas A&M Forest Service	Pilot	\$11,000	\$14,850
Texas A&M Transportation	Pilot	\$11,000	\$14,850
Texas A&M Veterinary Medical Diagnostic	Pilot	\$11,000	\$14,850
Texas Division of Emergency Management	Pilot	\$11,000	\$14,850

### signNow Site License

Documents	Cost Per Document
2,500 minimum	\$1.75
*Additional documents can be bought in 500 increments	

\*For the state agencies and the TAMU System Office they can choose between airSlate OR signNow, airSlate Business Cloud (signNow Enterprise, airSlate, and PDFfiller), or a signNow Site license.

\*Please refer to the above pages for what's included in the offerings.

\*signNow site license includes a set amount of documents and will include the equivalent amount of users to the organizations FTE.

\*Documents for the site license can be bought in increments of 500

### API Plans

Volume (API Calls)	5k	10k	15k	20k	30k	40k	50k
Price per request	\$1.20	\$1.00	\$1.00	\$1.00	\$.75	\$.75	\$.75
Annual Cost	\$6,000	\$10,000	\$15,000	\$20,000	\$22,500	\$30,000	\$37,500

\*Should the TAMU System or any of its members require API functionality, signNow offers a robust REST API for custom workflows and integrations not out of the box. Below are the API pricing tiers signNow has in place

## Integrations

\*There are 4 integrations that would require an additional cost and are charged on a per license basis. Please see below for pricing:

<b>Integration</b>	<b>Cost per license</b>
Salesforce	\$120 year/user
Netsuite	\$120 year/user
Dynamics365	\$120 year/user
ServiceNow	\$120 year/user

## **Exhibit B**

**Intentionally Omitted**

## **Exhibit C**

**Link to the Provider's Privacy Policy: <https://www.airslate.com/privacy-policy>**

## **Exhibit D**

**Link to the Provider's Terms of Service: <https://www.airslate.com/terms-of-service>**

## **Exhibit E**

**Intentionally Omitted**



Exhibit F



ORDER FORM

**Customer Account**

Org. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ ST/Region: \_\_\_\_\_  
 Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Admin Name: \_\_\_\_\_  
 Account Email: \_\_\_\_\_

**Billing Info & Partner:**

Billing Email: \_\_\_\_\_  
 Addtl Instructions: \_\_\_\_\_  
 Partner Name: \_\_\_\_\_  
 Partner Contact: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_

Order Catg	Pmt Terms	Pmt Freq	Pmt Method	PO Number	Start Date	End Date	Order Exp
New	Upon Receipt	Annual	Credit Card				

SKUs	Service Descriptions	Qty	Unit Price	Period	Total

Payment link will be sent by email upon completion of your order

<b>RECURRING FEES</b>	<b>\$0</b>
ONE-TIME FEE	\$0
SALES TAX	\$0
<b>TOTAL</b>	<b>\$0</b>

**This Order Form is non-cancellable and non-refundable. Subscription will start on earlier of Start Date above (if any) or date of registration in portal. By signing below, Customer agrees to purchase Services for the fees above subject to the Terms of Service at .**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Order is only valid if executed by Customer prior to the Order Exp date above. airSlate, Inc. may reject any order with written notice to Customer.

## **Exhibit G**

**Link to the Provider's Online Information Security Policy:**

**<https://www.signnow.com/security>**