

CAYUSE MASTER AGREEMENT

This MASTER AGREEMENT ("Agreement") is made and entered into as of Oct 24, 2024 ("Effective Date") by and between Cayuse, LLC, a Delaware limited liability company located at 121 SW Salmon Street, Portland OR ("Cayuse"), and Texas A&M University System, a state university system located at 301 Tarrow Street, College Station, TX 77840 ("Customer"). Cayuse and Customer are each referred to herein as a "Party" and are collectively referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. ORDERING

Pursuant to this Agreement, Customer may order from Cayuse (a) licenses to access and use one or more of Cayuse's proprietary research administration and grant management software solution modules to be hosted and made available by Cayuse on a software-as-a-service basis, including related APIs (the "Subscription Service"), and/or (b) related training, implementation and/or other professional services (collectively, "Professional Services"). The specifics of each Customer order will be set forth on one or more written or electronic quotations, order form(s) and/or other documents provided by Cayuse (each, an "Order Form") that reference this Agreement and are agreed upon by both Parties. Any Customer Affiliate (as defined below) may enter into an Order Form with Cayuse under this Agreement and, solely with respect to such Order Form, such Customer Affiliate shall become a party to this Agreement and all references to Customer in this Agreement shall be deemed to refer to such Customer Affiliate. Each Order Form is a separate obligation of Customer or the Customer Affiliate, as applicable, and no other Customer Affiliate has any obligation related to, or right to access, the Subscription Service under such Order Form. For purposes of this Agreement, a "Customer Affiliate" shall mean any party that: (i) directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Customer; or (ii) is part of an affiliated education system or group of educational institutions with Customer. All Order Forms are incorporated herein by reference.

2. SUBSCRIPTION SERVICE ACCESS, SUPPORT AND RESTRICTIONS

2.1 License to Subscription Service. Subject to the terms and conditions of this Agreement and the payment of all applicable Fees (as defined below), Cayuse hereby grants Customer a limited, non-transferable, non-sublicensable, non-exclusive license, during the Subscription Term (as defined below), to permit any of Customer's user(s) who are authorized by the Customer and Cayuse to use the Subscription Service ("End Users") to access and use the Subscription Service solely for Customer's internal business purposes.

2.2 Limitations on License. Customer shall not: (a) modify or make derivative works based on the Subscription Service; (b) use the Subscription Service in a manner not authorized under the documents, agreements, user manuals and any technical publications and specifications, as applicable, made generally available by Cayuse to customers relating to the operation and use of the Subscription Service ("Documentation") or in violation of any applicable law, rule or regulation, including any export/import laws; (c) distribute, transfer, grant sublicenses, or otherwise make available the Subscription Service (or any portion thereof) to other than End Users, including, but not limited to, making the Subscription Service available as an application service provider, service bureau, or rental source; (d) remove any product identification or other notices contained in the Subscription Service; or (e) reverse engineer the Subscription Service for any reason or access the Subscription Service to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Subscription Service, or (iii) copy any ideas or features. The Subscription Service is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Subscription Service is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

2.3 Support and Maintenance. Cayuse will provide support and maintenance services for the Subscription Service in accordance with the

Cayuse Maintenance and Support Policy attached hereto as Appendix 1 ("Support Services").

2.4 Unauthorized Access. Customer shall promptly notify Cayuse of any unauthorized use, copying or disclosure of the Subscription Service of which it becomes aware and further agrees to take such commercially reasonable measures necessary to end and prevent any such further use, copying and disclosure.

2.5 Breach of License. Cayuse, in its sole and exclusive discretion, may immediately terminate this Agreement in the event Customer or any End User violates the license grants made herein or any provision of this Section 2. Each Party acknowledges and agrees that any breach of this Section 2 by Customer or an End User shall cause immediate and irreparable injury to Cayuse, and in the event of such breach, Cayuse shall be entitled to seek and obtain injunctive relief, without bond or other security, and all other remedies available at law and in equity.

3. PROFESSIONAL SERVICES

3.1 Generally. In the event that Customer also requires related Professional Services, the parties will execute one or more statements of work (each, an "SOW"). All SOWs are incorporated herein by reference. Cayuse will provide all Professional Services and related deliverables ("Deliverables") in accordance with the specifications and schedule, if any, set forth in each SOW. If Customer notifies Cayuse in writing within thirty (30) days after the Deliverables are made available to Customer that Cayuse is not in compliance with the foregoing covenant with respect to such Deliverables, then Cayuse will, as Customer's sole and exclusive remedy and Cayuse's sole liability, use commercially reasonable efforts to cause the Deliverables to conform to such covenant at no additional cost to Customer.

3.2 Customer Personnel, Facilities and Resources. If applicable to any Professional Services, Customer will provide Cayuse with timely access to appropriate Customer personnel and will arrange for Cayuse personnel to have suitable and safe access to Customer's facilities and applicable systems. Customer will also provide suitable office space and associated resources for Cayuse personnel working on-site, including all necessary computing and office support resources, and will undertake any other responsibilities described in the applicable SOW. An SOW may also specify those tasks, activities or resources for which Customer is responsible and, if applicable, those tasks, activities and resources that will be performed jointly by Customer and Cayuse.

3.3 Approvals and Information. Customer will respond promptly to any request by Cayuse for information, approvals, decisions or authorizations that are needed by Cayuse to perform the Professional Services. Cayuse may also describe the course of action Cayuse intends to follow if it does not receive a timely response from Customer, which may include suspension of the affected Professional Services. Cayuse may follow the described course of action in the absence of a timely response from Customer. Any subsequent change requested by Customer will be subject to mutual agreement and may result in a change order to the SOW ("Change Order").

3.4 Changes to SOWs. Either party may propose changes to the Professional Services under an applicable SOW. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees and the Professional Services. The parties will document any agreed upon changes in mutually executed Change Orders.

3.5 Proceeding on Oral Instructions. Cayuse may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if Cayuse receives an oral instruction to proceed from Customer's authorized representation and Cayuse sends a written confirmation of the oral instruction to Customer.

3.6 Customer Delays. If action or inaction by Customer, or its suppliers' failure to perform their responsibilities in a timely manner, delays or prevents Cayuse from performing the Professional Services or Custom Development, Cayuse will be entitled to a Change Order documenting an equitable adjustment in the schedule for performance and the Fees under the applicable SOW.

4. INTELLECTUAL PROPERTY

4.1 Protection of Proprietary Rights. Customer acknowledges and agrees that the Subscription Service is a commercially valuable asset of Cayuse, the development of which required the investment of substantial time, effort, and cost by Cayuse. Customer further acknowledges and agrees that the Subscription Service contains trade secrets of Cayuse and that it is Cayuse's Confidential Information (as defined below) and is

CAYUSE MASTER AGREEMENT

proprietary to Cayuse. Accordingly, Customer hereby agrees that it and its End Users will use the highest degree of care to maintain the confidentiality of the Subscription Service.

4.2 Subscription Service Ownership. As between Customer and Cayuse, Cayuse shall retain all right, title and interest in and to the Subscription Service, including all output and executables of the Subscription Service, all updates and/or upgrades thereto, and the Documentation. Except for the license granted in Section 2.1, this Agreement does not grant Customer any right, title, or interest in any intellectual property owned by or licensed to Cayuse, including Subscription Service. Customer agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement. Cayuse acknowledges and agrees that in the course of performing this Agreement, Customer may disclose confidential and proprietary information relating to the development of other features offered by Customer's Maestro system. In addition to the confidentiality provisions in Section 6, below and subject to Section 6.3, Cayuse agrees that all such proprietary information (including all intellectual property rights thereto such as copyrights and trade secrets) is owned by Customer and other than the license rights necessary to perform this Agreement, no rights, title, or interest in any such information and/or intellectual property rights are granted or assigned to Cayuse.

4.3 Deliverable Ownership. Unless expressly stated otherwise in an SOW and excluding any Customer trademarks, service marks and other logos, as between Customer and Cayuse, Cayuse will retain all right, title and interest in and to all Deliverables and Customer hereby irrevocably assigns to Cayuse any and all ownership rights it may have in or to such Deliverables. Customer's rights to the Deliverables shall be the same as the rights granted to Customer under the Agreement with respect to the Subscription Services to which such Deliverable pertains.

4.4 Data Responsibility. (a) Customer is solely responsible for any and all transactional data, including personally identifiable data (collectively, "Customer Data"), that may be collected or utilized by Customer through its use of the Subscription Service; provided that Customer Data may not include, and Cayuse shall have no responsibility for, any protected health information or personally identifiable data other than user name or ID, account number, user profile or preferences, mailing address, email address, IP address, landline or cellular telephone numbers ("Other Data"). Cayuse reserves the right to take down, delete and/or block access (whether temporarily or permanently) to any Customer Data that violates any of the provisions of this Section or in respect of which Cayuse receives a complaint from any person. Cayuse must provide Customer with no less than 48 hours prior written notice before Cayuse takes down, deletes, and/or blocks such access. Customer is responsible for establishing and enforcing terms of use and privacy policies ("Customer Policies") that govern use of the Subscription Service by End Users as permitted under this Agreement and applicable law. In relation to all personal data comprised within any Customer Data, Customer represents and shall ensure that such personal data shall have been obtained and supplied to Cayuse in compliance with applicable data protection legislation, including Customer having obtained all necessary consents and approvals from End Users pursuant to the Customer Policies that are necessary to permit Cayuse to provide the Subscription Service. (b) During the term of this Agreement, Cayuse shall maintain a security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer or Other Data; (ii) protect against threats or hazards to the security or integrity of Customer and Other Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to Cayuse's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the term of this Agreement shall Cayuse materially diminish the protections provided by the controls set forth in the Current Audit Reports. Cayuse and Customer understand that each has an independent duty to comply with any and all data protection laws applicable to it. If either party believes that there has been a security breach, such party must promptly notify the other party. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage resulting from a security breach. As soon as reasonably practicable after any security breach, upon Customer's

request, Customer and Cayuse will consult in good faith regarding the root cause analysis and any remediation efforts. In the event that any unauthorized access to or acquisition of personal data is caused by Cayuse's breach of its security and/or privacy obligations under this Agreement, Cayuse shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; and (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies and to individuals whose personal data may have been accessed or acquired. Notwithstanding the foregoing or anything in this Agreement to the contrary, Cayuse shall have no responsibility to pay costs of remediation that are due to reckless misconduct, gross negligence, willful misconduct, and/or fraud by Customer or its employees, agents, or contractors.

4.5 Customer Data License; Usage Data. Customer shall fully own and retain all rights to Customer Data. Customer grants to Cayuse a limited, nonexclusive, fully paid-up, royalty-free license to copy, store, display and use the Customer Data for purposes of: (i) providing Customer and End Users access and use of Subscription Service; and (ii) enabling Cayuse to perform its other obligations hereunder. Cayuse shall fully own and retain all rights to anonymous usage data derived from Customer Data ("Usage Data") as aggregated with usage data from Cayuse's other customers for its own business purposes such as support, operational planning, product innovation and sales and marketing of Cayuse's services. For purposes of clarification, such Usage Data may not include any data that could reasonably identify Customer or any particular End User.

4.6 Third-Party Access. Customer consents to allow Cayuse to provide access to Customer Data to Cayuse employees and to certain third party service providers which have a legitimate need to access such data in order to provide their services to Cayuse as part of Cayuse's provision of the Subscription Service to Customer. Customer also acknowledges that, subject to the terms of this Agreement and to the extent permitted by applicable law, Customer Data may be accessed by Cayuse support personnel in foreign countries, including countries other than the jurisdiction from which the Customer Data was collected, solely for the purpose of providing Customer support, and Customer hereby authorizes such access and processing. Customer consents to allow Cayuse to provide access to Customer Data to third parties that Cayuse designates through the provision of Subscription Service under this Agreement. Provided, however, that Cayuse shall comply with all applicable export control laws and regulations required in the performance of its obligations under this Agreement, including but not limited to obtaining all necessary registrations, licenses and other export authorizations prior to the export of any Customer Data, Other Data, technical data, computer software, equipment, or other item controlled under U.S. Export Administration Regulations; U.S. International Traffic in Arms Regulations; or U.S. Office of Foreign Asset Control. Nothing in this Agreement waives any such statutory or regulatory requirements.

4.7 Customer Data Retention and Deletion Requests. Upon Customer's written request, Cayuse shall delete or provide (in a format to be mutually agreed upon by the parties) any Customer Data in Cayuse's possession within a commercially reasonable time not to exceed two (2) weeks unless a shorter time is required by law. Cayuse will otherwise delete Customer Data within the time periods required by law, and at a minimum other than ordinary course backups within a commercially reasonable time following the end of the term of the Agreement.

4.8 License to Customer Trademarks. Customer hereby grants to Cayuse a limited, non-transferable, non-sublicensable, non-exclusive license, during the Subscription Term, to use, reproduce, display, and distribute any trademarks, service marks, or trade names that Customer may designate from time-to-time ("Customer Marks") in connection with the Subscription Service to Customer and its End Users, subject to the terms of this Agreement. With prior approval, the Customer further grants Cayuse the right to display the Customer Marks on its Website and marketing materials. Cayuse shall comply with Customer's then-current policies regarding the use of Customer's Marks. Cayuse acknowledges and agrees that all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world ("Intellectual Property Rights") in the Customer Marks belong to and shall continue to

CAYUSE MASTER AGREEMENT

belong to Customer (or its licensors or other third party owners), and Cayuse shall have no rights in or to the Customer Marks other than as specifically set forth in this Agreement. Cayuse acknowledges that any use of Customer Marks, names, or logos must be preapproved by Customer's Office of Marketing & Communications.

5. FEES AND PAYMENT

5.1 **Subscription Service Fees.** The pricing and fees for the Subscription Service and Professional Services are set forth in the applicable Order Form or SOW (the "Fees") and detailed in Attachment A attached hereto. Fees will be invoiced in accordance with the provisions set forth therein. Cayuse escalates the annual Subscription Service Fee by four (4%) percent annually during the Subscription Term. Cayuse reserves the right to change the Fees for any Renewal Term (as defined below) upon thirty (30) calendar days ("Days") prior written notice to Customer.

5.2 **Payment Terms.** All amounts to be paid by Customer hereunder shall be due and payable within thirty (30) Days after Customer's receipt of the invoice therefor. All payments not made by Customer when due shall be subject to late charges of the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount; or (b) the maximum amount permitted under applicable law. Any failure to pay Fees will constitute a material breach of this Agreement by Customer.

5.3 **Taxes.** Customer shall pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Cayuse's net income, unless Customer is exempt from the payment of such taxes and provides Cayuse with sufficient evidence of such exemption.

5.4 **Suspension.** Without limiting Cayuse's termination rights, Cayuse shall have the right to suspend the Subscription Service in the event Customer fails to pay any Fees when due. Cayuse must give Customer no less than 10 days prior written notice before any such suspension.

6. CONFIDENTIALITY

6.1 **Confidentiality Obligations.** The Parties agree to hold each other's information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, Cayuse's products or business, including the Subscription Service, information regarding a Party's products, services, software, intellectual property, pricing, marketing and business plans, other information not generally known to the public and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality ("Confidential Information"); provided that Confidential Information shall not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information in strict confidence; or (e) is required by applicable law to disclose Confidential Information. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body.

6.2 **Duration.** The obligations under this Section 6 (Confidentiality) shall terminate five (5) years following expiration or termination of this Agreement (except with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret).

6.3 **Feedback.** Customer and/or its End Users may provide suggestions, comments or other feedback to Cayuse with respect to the

products and services, including the Subscription Service. Feedback is voluntary and Cayuse is not required to hold it in confidence. Feedback may be used by Cayuse for any purpose without obligation of any kind. Nothing contained herein shall preclude either Party from developing any products or services or enhancing any existing products or services, including but not limited to the products that are the subject of this Agreement, provided any such developments or enhancements are not based on or derived from the other party's intellectual property or Confidential Information.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated as set forth herein. Each Order Form will specify the initial subscription term (the "Initial Term"). Upon expiration of the Initial Term, each Order Form shall renew automatically for successive twelve (12) month renewal terms (each a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew such Order Form not less than thirty (30) days prior to the expiration of the Initial Term. The Initial Term and any Renewal Terms are referred to herein collectively as the "Subscription Term."

7.2 **Termination for Breach.** Either Party may terminate this Agreement upon not less than thirty (30) Days prior written notice if the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) Days after such notice by the non-defaulting Party.

7.3 **Termination for Insolvency.** If Cayuse believes in good faith that Customer's ability to make payments may be impaired, or if Customer fails to pay any invoice when due and does not make such payment within ten (10) Days after receipt of notice from Cayuse of such failure, then Cayuse may, in its sole discretion, either: (a) suspend the Subscription Service until such payment is made; or (b) terminate the Subscription Service. In either event, Customer shall remain liable to pay all Fees under this Agreement.

7.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all sums owed to Cayuse by Customer will be due within 30 days after the effective date of termination, and each Party shall immediately cease use of all Confidential Information belonging to the other Party and shall irretrievably delete and/or remove such items from all computer hardware and storage media, including backups. Additionally, following termination of this Agreement, Customer shall immediately cease use of the Subscription Service.

7.5 **Survival.** Notwithstanding any provisions contained in this Agreement to the contrary, in addition to any provisions that by their express terms survive expiration and termination of this Agreement, or by their nature may be reasonably inferred to have been intended to survive expiration and termination of this Agreement, the following provisions shall survive expiration and termination of this Agreement: 2.2 (Limitations on License), 4 (Intellectual Property), 5 (Fees and Payment), 6 (Confidentiality), 7.4 (Effect of Termination), 7.5 (Survival), 8.3 (No Other Warranties), 9 (Indemnification), 10 (Limitation of Liability) and 11 (General).

8. WARRANTIES

8.1 **Mutual Warranties.** Each Party represents and warrants that (a) it has the authority to enter into this Agreement and to grant the rights and licenses provided herein, and that by entering into this Agreement such Party is not in violation of any previous agreement between such Party and any third party, and (b) it will comply with all laws and regulations applicable to the obligations assumed under this Agreement.

8.2 **Cayuse Warranties.** Cayuse warrants that (a) all Professional Services and Support Services shall be provided in a professional, competent and workmanlike manner in accordance with the prevailing industry standards and (b) the Subscription Service, when used in accordance with the Documentation and this Agreement, will perform in all material respects as specified in such Documentation during the applicable Subscription Term; provided that if Customer notifies Cayuse in writing that the Subscription Service does not comply with the foregoing, then Cayuse will, as Customer's sole and exclusive remedy and Cayuse's sole liability, use commercially reasonable efforts to cause the Subscription Service to comply with the foregoing at no additional cost to Customer.

8.3 **No Other Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8 (WARRANTIES), CAYUSE DOES NOT

CAYUSE MASTER AGREEMENT

MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBSCRIPTION SERVICE (INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT.

9. INDEMNIFICATION

9.1 Mutual Indemnification. To the extent permitted by Texas law, each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (the "Indemnified Party") from and against any and all causes of action, claims, damages, liabilities, losses, judgments, and costs (including reasonable attorneys' fees and disbursements) (collectively, "Claims") by third parties arising out of or relating to: (a) the Indemnifying Party's gross negligence or willful misconduct; or (b) any alleged infringement or misappropriation of such third parties' intellectual property rights by, the Customer Data (as to Customer) or Subscription Service (as to Cayuse).

9.2 Indemnification Procedure. The Parties' indemnification obligations are conditioned upon: (a) the Indemnified Party promptly notifying the Indemnifying Party of any Claim for which indemnification is sought, provided, that any failure or delay to provide such notice shall not constitute a breach of this Agreement and shall not excuse the Indemnifying Party from its obligations under this Section 9 (Indemnification), except to the extent (if any) that the Indemnifying Party is prejudiced by such failure or delay; (b) the Indemnified Party cooperating with the Indemnifying Party in its defense or settlement of any such Claim; and (c) the Indemnified Party using commercially reasonable efforts to mitigate the damages, if applicable. The Indemnified Party shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense. The foregoing notwithstanding, the Indemnifying Party shall not finalize any settlement that prejudices or materially, adversely affects the Indemnified Party without the prior written consent of the Indemnified Party.

10. LIMITATION OF LIABILITY

10.1 Disclaimer of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, OR LOSS OF USE) RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

10.2 Cap on Direct Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER TO CAYUSE IN THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

10.3 Exclusions. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY), SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM CUSTOMER'S BREACH OF SECTION 2 (LICENSE GRANTS AND RESTRICTIONS); (B) DAMAGES RESULTING FROM A BREACH OF SECTION 6 (CONFIDENTIALITY); OR (C) CLAIMS SUBJECT TO OR AMOUNTS PAYABLE PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER.

11. GENERAL

11.1 Nature of Relationship. In entering this Agreement, Customer does so as an independent party and not as an agent, partner, or joint venturer of Cayuse. Customer does not have any right or authority, nor shall Customer hold itself out as having any right or authority, to assume, create, or enter into any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon, Cayuse.

11.2 Non-solicitation. During the term of this Agreement and each SOW and for twelve (12) months after their respective expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself any

employee of the other party who was involved in the performance of the party's obligations, unless the hiring party obtains the written consent of the other party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such party

11.3 Press Release. Each Party will have the right to issue a press release about the relationship between the Parties with the other Party's prior written approval (which shall not be unreasonably withheld or delayed). Cayuse may include Customer's name on Companies customer list and may describe briefly, and in general terms, the nature of the work performed by Cayuse for Customer, but shall not, without Customer approval, directly or indirectly indicate any endorsement by Customer of Cayuse's services.

11.4 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

11.5 Inapplicability of UCITA. THE PARTIES AGREE THAT NO PROVISION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS INTENDED TO APPLY TO THE INTERPRETATIONS OF THIS AGREEMENT, WHETHER OR NOT UCITA IS ENACTED IN THE LEGAL JURISDICTION WHOSE LAW GOVERNS THIS AGREEMENT AS SET FORTH IN THIS AGREEMENT.

11.6 Governing Law; Severability. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance Constitution and laws of the State of Texas. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired.

11.7 Assignment. Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Cayuse save as described in the agreement. Any assignment or transfer in violation of the foregoing will be null and void. Cayuse reserves the right to assign this Agreement in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Cayuse. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.8 Waiver. The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

11.9 Force Majeure. Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

11.10 Remedy. The rights and remedies of the Parties will be cumulative (and not alternative). In the event of any litigation between the Parties relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs from the other Party.

11.11 Entire Agreement. This Agreement, and each Order Form and SOW, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any

CAYUSE MASTER AGREEMENT

conflict or inconsistency between this Agreement, order form, and/or any exhibit, the terms and conditions of this Agreement shall prevail. The terms on any purchase order or similar document submitted by Customer to Cayuse will have no effect and are hereby rejected.

11.12 Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth above.

11.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same Agreement.

11.14 Representation. Cayuse is a business entity, Cayuse warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Cayuse has been duly authorized to act for and bind Cayuse.

11.15 Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

12. STATE CONTRACTING LANGUAGE

12.1 Delinquent Child Support Obligations. To the extent Cayuse is 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, Cayuse 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. Under Section 231.006, Texas Family Code, Cayuse certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this 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.

12.2 State Auditor's Office. 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.

12.3 HUB Subcontracting Plan. It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in the A&M System contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to the A&M System and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

12.4 Prohibition on Contracts with Companies Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.5 Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2)

will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

12.6 Verification Regarding Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.

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

12.8 Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M SYSTEM, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

12.9 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.

12.10 Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for the A&M System under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event the A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, the A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by the A&M System.

12.11 Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against the A&M System is to be in the county in which the principal office of the A&M System's governing officer is located.

12.12 Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of the A&M System, 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 Agreement waives the A&M System's sovereign immunity to suit or liability, and the A&M System has not waived its right to seek redress in the courts.

12.13 Public Information Act. PROVIDER acknowledges that the A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of the A&M System to the A&M System in a non-proprietary format acceptable to the A&M System that is accessible by the public. PROVIDER acknowledges that the A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if

CAYUSE MASTER AGREEMENT

PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

12.14 Prompt Payment Act. The A&M System will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (Texas Prompt Payment Act), which shall govern remittance of payment and remedies for late payment and non-payment.

12.15 Non-Waiver. The A&M System 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 the A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of the A&M System.

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

12.17 Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures,

including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of A&M SYSTEM Data ("Security Controls"). Upon written request by the A&M System, PROVIDER shall provide the A&M System with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

12.18 Cloud Computing Services. As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide the A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of the A&M System's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, the A&M System may immediately terminate this Agreement, and PROVIDER will provide a refund to the A&M System of any prepaid fees.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

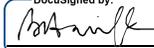
CAYUSE, LLC

BY:  _____

NAME: John Starr

TITLE: CFO

CUSTOMER: TEXAS A&M UNIVERSITY SYSTEM

BY:  _____

NAME: Billy Hamilton

TITLE: Deputy Chancellor

INITIAL:  _____

CAYUSE MASTER AGREEMENT

Appendix 1 Cayuse Maintenance and Support Policy

During the Subscription Term, Cayuse shall provide standard technical support for End Users for the Subscription Service between the hours of 6:00 am and 5:00 pm, Pacific Time, Monday through Friday, excluding Cayuse companywide holidays ("Business Hours"). Cayuse shall make available applications and technical staff to assist with questions about the Subscription Service and to assist Customer in solving any problems. The Cayuse technician responding to Customer's inquiry will be experienced, technically competent, and familiar with the Subscription Service. Customer shall submit a help desk request through Cayuse' website, with verifiable and reproducible evidence of problem, questions, or requests for assistance. Upon receipt of a help desk request, Cayuse shall respond by email to acknowledge receipt of the request based on the priority status Customer notes on the request.

- i) Urgent – Production Down. Reserved for issues when the production environment is down. Cayuse will respond within one (1) hour from the time the request is received (during Business Hours or within one (1) hour of opening if the request is not received during Business Hours).
- ii) High – Production Critical. Reserved for issues when the production environment is threatened, but not actually down. Cayuse will respond the same day the request is received (if the request is received by 4:00 pm Pacific Time of any day the help desk is open or, if received later, the next business day).
- iii) Medium – Time Sensitive. Cayuse will respond within 24 hours of the time the request is received, excluding in the computation of such 24 hours any days outside of Business Hours. (For example, if such a request is received at 1:00 pm on a Friday, Cayuse will respond by 1:00 pm on the following Monday, if such Monday is within Business Hours.)
- iv) Low – Non Essential Timeline. Cayuse will respond within 48 hours of the time the request is received, excluding in the computation of such 48 hours any days during which the help desk is not open. (For example, if such a request is received at 1:00 pm on a Friday, Cayuse will respond by 1:00 pm on the following Tuesday, if neither such Tuesday nor the preceding Monday is outside of Business Hours.)

Cayuse may undertake scheduled maintenance of the Subscription Service during time periods designated by Cayuse. Cayuse will provide Customer with no less than 48 hours prior electronic mail or other notice of any scheduled maintenance that is likely to make the Subscription Service inaccessible or unusable and will only perform this type of scheduled maintenance outside of Business Hours.

CAYUSE MASTER AGREEMENT

Appendix 2 Services Level Addendum

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined in this Appendix 2, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

1.1 "Availability" will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month.

Represented algebraically, Availability for any particular calendar month is determined as follows:

$$\text{Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

1.2 "Scheduled Downtime" will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Service, according to the Documentation, due to planned system maintenance performed by Cayuse. Cayuse will exercise reasonable efforts to perform scheduled system maintenance between the hours of 12:00 AM and 3:00 AM Eastern Standard Time and one Saturday a month for 12 hours. Cayuse may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low volume times.

1.3 "Total Monthly Time" is deemed to include all minutes in the relevant calendar month, to the extent such minutes are included within the Access Term.

1.4 "Unscheduled Downtime" will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Production Service according to the Documentation, other than Scheduled Downtime, as defined above.

2. PERFORMANCE. Cayuse will undertake commercially reasonable measures to ensure that Availability equals or exceeds ninety-nine and nine tenths percent (99.9%, which equates to 44 minutes of Unscheduled downtime per month) during each calendar month (the "Service Standard"), provided that any Unscheduled Downtime occurring as a result of circumstances beyond Cayuse's reasonable control including (i) Customer's breach of any provision of the Agreement; (ii) non-compliance by Customer with any provision of this Appendix 2; (iii) incompatibility of Customer's equipment or software with the Service; (iv) poor or inadequate performance of Customer's systems; (v) Customer's equipment failures; (vi) acts or omissions of Cayuse's suppliers; or (vii) force majeure (as contemplated in the Agreement), shall not be considered toward any reduction in Availability measurements. Customer may report Unscheduled Downtime by calling (877)-689-3661 ext. 1 or (503)-297-1311 ext. 1 or by email at support@cayuse.com during Cayuse's normal business hours (9 am to 8 pm EST). Cayuse will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime by telephone or email acknowledgement within one (1) business day of each such report.

3. MEASUREMENT AND REPORTS. Cayuse will provide for monitoring of Availability on an ongoing basis. All measurements of Availability will be calculated on a monthly basis for each calendar month during the Access Term. In the event Unscheduled Downtime occurs, Cayuse will provide a report setting forth measurements thereof and a calculation of Availability within a reasonable time thereafter. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Cayuse in writing within five (5) calendar days after receipt. Accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Cayuse and Customer agree to attempt to settle any such disputes regarding Availability and/or related measurements in a timely manner by mutual good faith discussions.

4. CUSTOMER REQUIREMENTS. Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services needed to access the Service; and (ii) correctly configuring Customer's systems in accordance with the Documentation. Customer must promptly notify Cayuse in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Cayuse receives accurate notification thereof from Customer, or when Cayuse first becomes aware of such Unscheduled Downtime, whichever first occurs. The obligations of Cayuse set forth in this Appendix 2 will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure(s) to meet the foregoing requirements.

5. REMEDIES. In the event Unscheduled Downtime occurs, Cayuse will undertake commercially reasonable efforts to remedy such Unscheduled Downtime within a commercially reasonable timeframe. Customer's sole and exclusive remedy, and Cayuse's sole and exclusive liability, for Cayuse's breach of this Appendix 2 will be the following credits:

Uptime Calculation	Service Credit
<99.9% of unscheduled downtime	1 day of fees credited
<99.7% of unscheduled downtime	2 days of fees credited
<99.5% of unscheduled downtime	5 days of fees credited

6. Other

Customer's instance will be hosted on AWS and controlled VPN access is for OS-level administrative access managed by Cayuse. Currently there are no restrictions on the access to the endpoint URL. Administrative tasks (host (OS) level) are for Cayuse managed hosting. Cayuse works with AWS to implement tools for tracking irregular activity. Upon request, we will provide reporting to Customer. Data is backed up incrementally daily, with a full backup completed on a weekly basis. All data is retained for one week.



Customer: Texas A&M University System
 Date: 8/27/2024
 Expires: October 31, 2024

Account Executive: Jeff Brady
 Email: jeff.brady@cayuse.com
 Phone: (719) 651-9874

Software

Reflects 10% Discount

Phase	Institutions with applications desired	List Price	Year 1	Year 2	Year 3	Year 4	Year 5
1	TAMU Kingsville (IACUC, IBC, IRB)*	\$30,316	\$27,560	\$28,662	\$29,809	\$31,001	\$32,241
1	TAMU Commerce (IACUC, IBC, IRB)	\$30,475	\$27,428	\$28,525	\$29,666	\$30,852	\$32,086
1	TAMU San Antonio (IACUC, IBC, IRB)	\$30,475	\$27,428	\$28,525	\$29,666	\$30,852	\$32,086
1	TAMU Texarkana (IRB)	\$9,775	\$8,798	\$9,149	\$9,515	\$9,896	\$10,292
1	TAMU International (IACUC, IBC, IRB)	\$30,475	\$27,428	\$28,525	\$29,666	\$30,852	\$32,086
2	College of Agriculture and Life Sciences / Agri Life (IACUC)	\$17,940	\$8,073	\$16,792	\$17,464	\$18,162	\$18,889
2	Prairie View A&M (IACUC, IBC, IRB)	\$35,880	\$16,146	\$33,584	\$34,927	\$36,324	\$37,777
2	Tarleton State (IACUC, IBC, IRB)	\$35,880	\$16,146	\$33,584	\$34,927	\$36,324	\$37,777
3	TAMU Central (IBC, IRB)	\$19,559	-	\$17,603	\$18,307	\$19,040	\$19,801
3	West Texas A&M (IACUC, IBC, IRB)	\$30,475	-	\$27,428	\$28,525	\$29,666	\$30,852
3	TAMU Corpus Christi (IACUC, IBC, IRB)	\$35,880	-	\$32,292	\$33,584	\$34,927	\$36,324
	Risk Management - Annual software total	\$307,130	\$159,007	\$284,669	\$296,056	\$307,896	\$320,211

Cayuse software is provided using the "Software as a Service" (SaaS) model. Cayuse manages all necessary maintenance and upgrades in our cloud hosted environment. The Cayuse support team is available to your Research Administration department and users of all Cayuse software.

Phase

- 1 * Phase 1 starts 11/1/24
- 2 * Phase 2 starts 5/1/25. Assumes 6 months prorated in contract year 1 (first 12 months), then full subscription in year 2+
- 3 * Phase 3 starts 11/1/25

Services

Phase	Institutions with applications desired	One-time fees
1	TAMU Kingsville (IACUC, IBC, IRB)*	\$0 <i>Already implemented</i>
1	TAMU Commerce (IACUC, IBC, IRB)	\$51,440
1	TAMU San Antonio (IACUC, IBC, IRB)	\$51,440
1	TAMU Texarkana (IRB)	\$14,000
1	TAMU International (IACUC, IBC, IRB)	\$51,440
2	College of Agriculture and Life Sciences / Agri Life (IACUC)	\$25,400
2	Prairie View A&M (IACUC, IBC, IRB)	\$53,440
2	Tarleton State (IACUC, IBC, IRB)	\$53,440
3	TAMU Central (IBC, IRB)	\$32,720
3	West Texas A&M (IACUC, IBC, IRB)	\$51,440
3	TAMU Corpus Christi (IACUC, IBC, IRB)	\$17,110
	Risk Management - One-time services fees	\$401,870

Totals	Amount
5 years Annual Software Subscriptions (List)	\$1,525,141
Software Discounts	-\$157,302
One-time implementation fees	\$401,870
One-time Credits	-\$150,000
Total Five Year Cost	\$1,619,710

Pricing Notes:

Quoted Pricing Expires on October 31, 2024

Annual escalation of 4% applied

Requires all products listed by campus are implemented

Grouping	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Work order (Phase) 1	\$ 118,642.00	\$ 123,386.00	\$ 128,322.00	\$ 133,453.00	\$ 138,791.00	\$ 642,594.00
Work order (Phase) 2	\$ 40,365.00	\$ 83,960.00	\$ 87,318.00	\$ 90,810.00	\$ 94,443.00	\$ 396,896.00
Work order (Phase) 3	\$ -	\$ 77,323.00	\$ 80,416.00	\$ 83,633.00	\$ 86,977.00	\$ 328,349.00
Sub Total Software	\$ 159,007.00	\$ 284,669.00	\$ 296,056.00	\$ 307,896.00	\$ 320,211.00	\$ 1,367,839.00
Implementation Fees	\$ 116,880.00	\$ 284,990.00				\$ 401,870.00
Credit Work order (Phase) 1	\$ (50,000.00)	\$ (50,000.00)				\$ (100,000.00)
Credit Work order (Phase) 2		\$ (50,000.00)				\$ (50,000.00)
Net Billing	\$ 225,887.00	\$ 469,659.00	\$ 296,056.00	\$ 307,896.00	\$ 320,211.00	\$ 1,619,709.00