

LEVI, RAY & SHOUP, INC.
Software License Schedule-Perpetual
Version X2.1
TX0240

This License Schedule is entered into by the parties signing below and is an Agreement to license the Software listed below pursuant to the terms of this License Schedule and the General Terms and Conditions for Perpetual License Agreement Version X2.1 which are attached and incorporated by this reference.

1. **Software.** The following Software products are licensed pursuant to this Agreement subject to the license restrictions set forth in Section 2 below. VPSX Enterprise® and Innovate/Audit
2. **License Restrictions.** Unless specified otherwise herein, the Software may be installed on an unlimited number of Designated Servers provided Licensor is notified of the host name and operating system of each Designated Server upon which the Software is installed, and the Designated Servers are located at a single Installation Location. The Software will be delivered with a license key that will restrict usage to Designated Servers and enforce other license restrictions set forth herein. Subject to the license restrictions below, if Licensee opts to run the Software on a different Designated Server, upon Licensee's request which shall include the requisite information to generate a license key, Licensor will provide Licensee with a new license key that enables the Software to operate on the newly designated server at no charge.

Upon written request, Licensor shall provide Licensee with a license key to allow Licensee to operate the Software on failover and/or disaster recovery server provided that the license key does not exceed the aggregate number of supported printers and/or users licensed below and that Licensee shall not use the failover/disaster recovery server concurrently in production with the Designated Server(s).

2.1 Software Licensed by Supported Printers

Software	Operating System	Supported Printers Licensed
VPSX Enterprise & Innovate/Audit	Windows	One Hundred Fifty (150)

The number above is the maximum number of Software definitions of output devices (e.g., printers, multi-function devices, fax servers, email servers) (hereafter "Supported Printers"). If the Software is used on more than one Designated Server, the Supported Printers shall be allocated among the Designated Servers. VPSX/PDM, which is a component of the Software, may be installed on up to 50 workstations for every one Supported Printer. Innovate/Audit is automatically licensed without charge for an equal number of Supported Printers.

3. **Installation Location:** Computing Services Center, College Station, TX 77843-3142. Licensee may change the Installation Location within the country where the Software was originally licensed by providing Licensor with thirty (30) days prior written notice. The Installation Location may not be changed to a country other than the country where the Software was originally licensed without the prior written consent of the Licensor, which consent shall not be unreasonably withheld.

Billing address (if different): _____

4. **Fees, Payment:** The fees due under this Agreement shall be due and payable within thirty (30) days of receipt of an invoice for the same. Innovate/Audit is not included in the License Fee and is provided at no-charge. **The License Fee listed below is valid only if Licensor receives an executed copy of this License Schedule on or before May 29, 2020.**

License Fee	Maintenance Fee – Year One	Total Fees Due
\$62,573.00	\$13,905.00	\$76,478.00

5. **General Terms and Conditions:** By signing this License Schedule, Licensee agrees to the General Terms and Conditions X2.1, created August 9, 2018, which are modified and attached as Exhibit A and are incorporated herein.

- 6. **Maintenance Plan for Perpetual License:** By signing this License Schedule, Licensee agrees to the Maintenance Plan for Perpetual License X2.1, created August 9, 2018, which are modified and attached as Exhibit B and is incorporated herein.
- 7. **Acceptance of Reproductions as Originals.** The parties agree that any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, scanned image) may be delivered, fully or partially executed, to the other party electronically (e.g., facsimile or electronic mail). Any such reliable reproduction of this Agreement shall be considered an original in all respects and any authorized signature thereon shall be deemed genuine irrespective of whether the signature is an original or a reproduction made by reliable means.
- 8. **Authorization.** Each undersigned hereby represents and warrants that he or she has been duly authorized by his or her respective Company to enter into and execute the Agreement.

ACCEPTED BY LICENSOR:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

DocuSigned by:

John Howerter

B520BDE4E6764ED...

Signature

John Howerter

Print Name

Senior Vice President EOM

Title 6/1/2020 | 13:58:59 PDT

Date

ACCEPTED BY LICENSEE:

Texas A & M University System
Computing Services Center
College Station, TX 77843-3142

DocuSigned by:

Billy Hamilton

BEDCDB89EA78479...

Signature

Billy Hamilton

Print Name

Deputy Chancellor and Chief Financial Officer

Title 6/1/2020 | 15:24:05 CDT

Date

DS
JH

EXHIBIT A

LEVI, RAY & SHOUP, INC. GENERAL TERMS AND CONDITIONS FOR PERPETUAL LICENSE AGREEMENT Version X2.1M

These General Terms and Conditions (“GT&Cs”) will apply between Levi, Ray & Shoup, Inc., an Illinois Corporation (“Licensor”) and Licensee. These GT&Cs will be effective as of the Effective Date. Agreements to license additional Software may be accomplished by executing additional License Schedules incorporating these GT&Cs.

1.0 Definitions.

- 1.1 **Affiliate** means in relation to a party, any Company controlling, controlled by, or under common control with that party. Control means the power to direct the management and policies of an entity either directly or indirectly through ownership of fifty percent (50%) or more of the voting securities, contract, or otherwise.
- 1.2 **Agreement** means a License Schedule signed by Licensor and Licensee that references and incorporates these GT&Cs pursuant to which Licensor licenses Software to Licensee.
- 1.3 **Company** means any natural person or any corporation, partnership, trust, association, or any other type of legal entity.
- 1.4 **Critical Problem** means a problem caused by the Software resulting in a material interruption to the Licensee’s business operations.
- 1.5 **Designated Server** means any server upon which the Software is installed and which is enabled by a license key provided by Licensor.
- 1.6 **Documentation** means the technical information and user manuals pertaining to the Software which are made available to Licensee pursuant to the Agreement and the Maintenance Plan.
- 1.7 **Effective Date** in reference to an Agreement is the earliest signature date on the applicable License Schedule.
- 1.8 **Enhancement** means generally available improvements, fixes, modifications, changes, filters, or new releases or versions of the Software and any accompanying Documentation.
- 1.9 **Installation Location(s)** is Licensee’s facility(ies) located at the address(es) listed on or identified pursuant to the applicable License Schedule indicating where the Software may be installed.
- 1.10 **License Schedule** means a document signed by Licensor and Licensee that incorporates these GT&Cs and by which Licensor licenses Software to Licensee.
- 1.11 **Licensee** means the entity other than the Licensor who has signed a License Schedule.
- 1.12 **Licensor** means Levi, Ray & Shoup, Inc.
- 1.13 **Maintenance** shall mean the maintenance and support services described in the Maintenance Plan.
- 1.14 **Maintenance Due Date** means the date upon which maintenance fees are due for the Software and shall be the Effective Date and each subsequent anniversary of the Effective Date.
- 1.15 **Maintenance Plan** shall mean the agreement titled Maintenance Plan for Perpetual License that describes the Maintenance and associated rights and obligations.
- 1.16 **Software** means the software product(s) listed on the License Schedule and such term shall also include the Documentation and Enhancements.
- 1.17 **Warranty Period** means the time period beginning on the Effective Date and ending one year thereafter.

2.0 Pricing and Payment Terms.

- 2.1 **License Fees.** The license fees for the Software shall be set forth on the applicable License Schedule.
- 2.3 **Interest.** Licensor reserves the right to charge interest at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is less, on such unpaid amounts for each calendar month or fraction thereof that any payment to Licensor is more than forty-five (45) days in arrears.
- 2.4 **Taxes.** All fees payable to Licensor hereunder shall be exclusive of all applicable taxes based or measured thereon, or on this transaction, and Licensee shall be responsible for the payment of all such taxes, excluding taxes based on Licensor’s income. Licensor’s invoice shall not include any amount for taxes unless the same are listed apart from the fees and Licensor is authorized to collect the same.

- 2.5 Tax Exempt Licensee. If Licensee is tax exempt, Licensee will not be responsible for, nor will it be invoiced for any tax, provided Licensor receives a copy of Licensee's tax exempt certificate prior to the issuance of the applicable invoice.
- 3.0 Grant of License.** Subject to the terms and conditions of the Agreement, Licensor grants, and Licensee accepts, a non-exclusive, nontransferable license to use the Software perpetually.
- 4.0 Restrictions on Use/Audit Rights.**
- 4.1 The Software shall be used only in machine-readable form and only by the Licensee for the internal business purposes of the Licensee and its Affiliates. Notwithstanding anything to the contrary stated herein, Licensee shall not use the Software for the benefit of unaffiliated third parties who pay, directly or indirectly, for its benefit.
- 4.2 Licensee may allow its contractors temporary access to the Software and Documentation, but only to the extent such access is necessary to allow the Licensee to directly use the Software or its computer systems effectively and provided that such contractors have signed a nondisclosure agreement which effectively prohibits such contractors from disclosing or disseminating to third parties, or using for their own benefit, all or part of the Software and Documentation. Such nondisclosure agreements do not have to specifically name the Software and Documentation in order to comply with this section.
- 4.3 Licensee may keep such copies of the Software as is customary and necessary as part of its automated back-up system. In addition, Licensee may keep one other copy of the Software for archival purposes.
- 4.4 No more than annually, upon written request by Licensor, Licensee shall provide Licensor with a certified statement which describes how and where the Software is being used and such certified statement shall include any records, reports, or other information reasonably requested by Licensor to determine Licensee's compliance with the licensing restrictions set forth in the Agreement. Further, no more than annually, upon prior written notice, Licensor may visit Licensee's places of business in order to determine compliance with this Agreement.
- 5.0 Protection of Software and Licensee's Confidential Information.**
- 5.1 Acknowledgment of Trade Secrets. The Agreement does not transfer any ownership or title in the Software or the Documentation to Licensee, and all ownership rights will remain in Licensor or its suppliers. Licensee acknowledges Licensor's representation that the Software and its Documentation contain valuable trade secrets and are protected by United States and international copyright laws and treaties. Licensee may not disclose or make available to third parties the Software, Documentation, or any portion thereof without Licensor's prior written approval, except as specifically allowed under Section 4.0. Licensor has the exclusive right to modify and enhance the Software and its Documentation, and the Licensee hereby agrees that it will make no effort to reverse engineer, reverse assemble, decompile, or otherwise attempt to derive source code from the Software except as expressly authorized by applicable law for purposes of achieving interoperability. Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Software.
- 5.2 Delete Copies. Upon termination of the Agreement, or any Software license granted pursuant to the Agreement, that is not superseded by another Agreement, Licensee shall immediately delete or otherwise destroy all copies of the applicable Software and Documentation other than copies which have been created pursuant to automatic archiving or back-up processes that cannot reasonably be deleted. Upon request, Licensee shall certify in writing to Licensor its compliance with this paragraph within five (5) days after such request.
- 5.3 Proprietary Notices. All copies of the Software, in whole or in part, shall contain all restrictive and proprietary notices as they appear on the copy of the Software provided by Licensor. In no event may Licensee copy in whole or in part the Software or the Documentation without the Licensor's prior written consent except as allowed in the applicable License Schedule.
- 5.4 Licensee's Confidential Information. All information, documents, or records to which Licensor has access as a result of the Agreement and in which the Licensee has rights, or which is marked as confidential shall be treated by Licensor as the Licensee's proprietary information and shall not be disseminated or disclosed to third parties without Licensee's prior written consent.
- 5.5 Injunctive Relief. Nothing contained in the Agreement shall prohibit either party from seeking injunctive relief or specific performance for violation or threatened violation of Section 5.0, as both parties agree that a material breach of Section 5.0 could give rise to irreparable harm not adequately compensable by money damages.

6.0 Warranty Against Infringement.

- 6.1 Warranty/Exclusive Remedy. Licensor warrants that the Software will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the country in which the Software is licensed. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS SET FORTH IN SECTIONS 6.2 AND 6.3.
- 6.2 Licensor's Duty To Indemnify. If a claim is made by a third party against Licensee that alleges a breach of the warranty set forth in Section 6.1, then Licensor shall defend against such claim at its own expense and shall indemnify Licensee and hold it harmless against any settlement or any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Licensee as a result of the foregoing; provided that Licensee shall give Licensor prompt written notice of such claim, allows Licensor to control the defense, and provide Licensor with all reasonable cooperation. Provided Licensor assumes the defense of the infringement claim in a timely fashion, Licensor shall have no obligation to pay Licensee's attorneys' fees. Further, Licensor shall have no liability or duty to Licensee for any claim of infringement pursuant to this Section if the claim is based on Licensee's, or third party's addition or modification to the Software when the claim of infringement is based on the addition or modification and the addition or modification was not authorized in writing by Licensor.
- 6.3 Licensor's Right To Correct. If a claim is made by a third party against Licensee that alleges a breach of the warranty set forth in Section 6.1, or if Licensor believes that a likelihood of such a claim exists, Licensor shall, in Licensor's sole discretion, procure for Licensee the right to continue using the Software, modify it to make it non-infringing but continue to meet the Software's functionality, or replace it with non-infringing software of like functionality; provided, however, if none of the foregoing is reasonably available to Licensor, either party may terminate the applicable Agreement, in which case the Licensee shall return the Software to Licensor pursuant to Section 5.2 and Licensee will be refunded a sum equivalent to one sixtieth (1/60th) of the license fee paid, multiplied by the number of months remaining in the first five years of the Agreement.

- 7.0 Licensee Obligations.** Licensee will: (a) Ensure that the Software is used only as set forth in the Agreement and operated and maintained in accordance with its Documentation; (b) Ensure that only adequately trained, competent, and authorized persons are allowed to operate the Software; (c) In the event of an actual or apparent malfunction of the Software, take all reasonable actions to document or record the form, nature, apparent cause, or symptoms of the malfunction. Upon request, such documents or records shall be supplied or provided to Licensor during the course of problem resolution.

- 8.0 Date Mechanism.** The Software may contain a mechanism that will cause the Software to cease to operate on the date that is set by Licensor. Upon receipt of the License Schedule properly signed by Licensee and the full payment of license fees for the Software, Licensor shall provide Licensee license key(s) that will disable the date mechanism. Licensor has no remote access to the Software.

9.0 Warranties, Disclaimers, Remedy.

- 9.1 Limited Warranty. Licensor warrants that during the Warranty Period, the Software will function substantially in accordance with its Documentation. Licensor does not warrant that the Software will be error free.
- 9.2 NO OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES CONTAINED IN SECTIONS 6.0 AND 9.0 OF THIS AGREEMENT AND IN THE MAINTENANCE PLAN, IF IN EFFECT, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 9.3 EXCLUSIVE REMEDY. LICENSEE'S EXCLUSIVE AND SOLE REMEDY FOR THE BREACH OF THE WARRANTY CREATED IN THIS SECTION 9.1 IS LIMITED TO REPAIR OF DEFECTS, REPLACEMENT OF SOFTWARE, OR LICENSEE MAY TERMINATE THE LICENSE FOR THE APPLICABLE SOFTWARE AND RECEIVE A REFUND OF LICENSE FEES ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE UNDER THE AGREEMENT.
- 9.4 Access by Individuals with Disabilities. Licensee represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Licensor 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, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Licensor becomes aware that the EIRs, or any portion thereof, do not comply, then Licensor shall, at no cost to Licensee, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

10.0 Exclusions. Licensor's limited warranties in Section 9.1 and in the Maintenance Plan, if in effect, will be void and its service obligations in Maintenance Plan will not apply when: (a) A hardware failure or fault occurs and causes corruption or loss of the Software or data, although Licensor personnel will use reasonable efforts to assist if such problems arise; (b) Licensee or a third party interferes with or modifies the Software and the interference or modification causes corruption or loss of the Software or data, unless such modification is allowed in the Documentation or with Licensor's written permission; (c) Licensee fails to implement recommendations to correct faults previously advised by Licensor or to install an Enhancement made available under the Maintenance Plan; or, (d) Licensee is in material breach of the Agreement.

11.0 LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES/INDEPENDENT CLAUSES.

11.1 EXCEPT FOR CLAIMS UNDER SECTIONS 2.0, 5.0, OR 6.0, EITHER PARTY'S TOTAL LIABILITY FOR CLAIMS IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), IS LIMITED TO THE AGGREGATE AMOUNT OF LICENSE FEES SET FORTH IN THE LICENSE SCHEDULE. IN NO EVENT, EXCEPT FOR A CLAIM UNDER SECTIONS 5.0, AND 6.0, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE, OR CLAIMS OF THIRD PARTIES) THAT MIGHT OCCUR AS A RESULT OF THE PERFORMANCE OR BREACH OF THE AGREEMENT OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

11.2 SECTION 11.1 IS INDEPENDENT OF SECTION 9.3 AND SHALL BE VALID AND ENFORCEABLE WHETHER OR NOT SECTION 9.3 FAILS OF ITS ESSENTIAL PURPOSE OR IS FOUND TO BE UNCONSCIONABLE.

12.0 Assignment. A party may assign the Agreement without the prior written permission of the other only in the following circumstances: 1) to an Affiliate; 2) where all or substantially all of the assets of a party are sold to, or merged or consolidated with, another Company; or, 3) only in the case of the Licensor, where all or substantially all of the Software licensed hereunder is sold to another Company. Any other attempted assignment shall be invalid and void. Notwithstanding anything to the contrary stated herein, no assignment allowed hereunder shall be valid until the other party receives a valid assignment signed by both the assignor and assignee transferring all rights and obligations hereunder to the assignee.

13.0 Termination/Remedies.

13.1 Termination. Licensee may terminate the Agreement upon written notice to Licensor. Either party may terminate the Agreement if the other party is in breach of the Agreement and such party fails to remedy such breach within thirty (30) days after written notice thereof by the non-breaching party. Further, either party may terminate the Agreement immediately upon written notice of a breach of Section 5.0.

13.2 Force Majeure. Notwithstanding anything to the contrary stated herein, neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fire, earthquakes, tornadoes, nuclear disasters, acts of terrorism, insurrection or riots, wrecks or delays in transportation, inability to obtain supplies, or regulation of civil or military authority (an "Event of Force Majeure"). If a default due to an Event of Force Majeure shall continue for more than three (3) months, then either party may terminate the Agreement without cause or liability, except that which may have accrued up to the Event of Force Majeure.

13.3 Effect of Termination. Sections 4.3, 5.0, 6.0, 11.0, and 15.10 shall survive the termination of the Agreement, and termination of the Agreement is without prejudice to the rights and obligations of the parties that have accrued up to and including the date of termination. No refund of fees paid under the Agreement shall be made in the event of termination unless caused by Licensor's breach.

13.4 Remedies. All rights and remedies of the parties shall be cumulative but shall always be limited by Sections 6.0, 9.2, 9.3, and 11.0.

14.0 Severability/Final Agreement/Conflicts.

- 14.1 Severability. If any provision of the Agreement or the application of a provision to any Company or circumstance is held invalid, the remainder of the Agreement, or the application of the provision to Companies or circumstances, other than those as to which it is held invalid, will not be affected. But if a court rules that any part of Section 5.1 is not enforceable because it is invalid, then the Agreement in its entirety may terminate at Licensor's option and Licensee must immediately return all copies, in whole or in part, of the Software and Documentation. Under these circumstances, Licensor will refund to Licensee a sum equivalent to one-sixtieth (1/60) of the license fee paid, multiplied by the number of months remaining in the first five years of the Agreement.
- 14.2 Final Agreement/Conflicts. The Agreement constitutes the complete, final and exclusive expression of the parties' agreement, and supersedes all proposals and other communications made between the parties concerning the subject matter hereof. The Agreement cannot be modified except by a written agreement signed by the parties except as set forth in the applicable License Schedule. If there is a conflict between these GT&C's and any License Schedule, the terms of the License Schedule shall control and prevail. All capitalized terms in any License Schedule shall have the same meaning as set forth in these GT&C's, unless otherwise defined therein.

15.0 Miscellaneous Clauses.

- 15.1 Notice. All notices or demands relating to indemnification, warranty, or any breach, default, violation, or dispute shall be in writing and shall be delivered personally or sent by certified mail with return receipt requested or a nationally recognized overnight courier service. Any such notice or demand shall be deemed to have been delivered on the date of delivery or refusal as set forth on the return receipt. Any other notice or demand required hereunder shall be sufficient if sent via facsimile and shall be deemed to have been delivered on transmittal with documented facsimile transmission confirmation. The parties agree that any such faxed notice sent by the Licensee and received by Licensor shall be deemed an authentic original and any signature thereon will be deemed genuine.
- 15.2 Parties Bound. The Agreement shall be binding upon the parties, their successors, permitted assigns, and legal representatives.
- 15.3 No Intended Third Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and the Agreement shall not be construed as conferring any rights or remedies on any other Company.
- 15.4 Applicable Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to its choice-of-law provisions. The Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods.
- 15.5 Export Compliance. Licensee agrees to comply with all applicable export laws and regulations of the United States, the EU, the UN and the country of the Installation Location (collectively, "Export Controls"). Licensee will not, directly or indirectly, export, re-export, divert, or transfer the Software to any locations, to any end-user, or for any end-use, without complying with the Export Controls. Without limiting the foregoing, the Licensee specifically agrees that it will not export or re-export the Software (1) to any embargoed country, currently including Cuba, Iran, North Korea, Sudan, and Syria, (2) to any person or Company listed on the denied or restricted party list, or (3) for any restricted end-use related to the development, design, production, or use of nuclear, chemical, or biological weapons or missiles. Licensor certifies that the Software (a) if subject to the U.S. Export Administration Regulations, is not classified under any ECCN in the Commerce Control List other than EAR99 or 5D002 (note: LRS software classified as 5D002 is eligible to use license exception ENC), (b) is not controlled under the U.S. International Traffic in Arms Regulations, and (c) is not otherwise controlled by the U.S. government for national security or foreign policy purposes.
- 15.6 Intentionally Deleted.
- 15.7 Headings, Gender. All section headings contained in the Agreement are for convenience of reference only, do not form a part of the Agreement and shall not affect in any way the meaning or interpretation of the Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a single section number ending in a zero, e.g., 5.0, shall be a reference to all of the sections starting with the same number. For example, a reference to Section 5.0 is a reference to Sections 5.1, 5.2, 5.3, 5.4, and 5.5 as well.

- 15.8 Waiver. A waiver of a breach of any term of the Agreement shall not be construed as a waiver of any later breach or as a waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.
- 15.9 Confidentiality. The pricing, usage restrictions, warranty, and liability terms of the Agreement, specifically including pricing, are confidential, and both parties agree not to disclose such terms to third parties without the prior written consent of the other party or as required by law.
- 15.10 Electronic Delivery. The Software and Documentation (and any previously licensed software products and documentation) will be made available to Licensee only by electronic or another mode of intangible delivery. Licensor reserves the right to change the mode of delivery if such change is generally applicable to all of its licensees. Certain states under certain circumstances do not assess sales or use tax on software licenses and software maintenance where the software, maintenance, and documentation are delivered electronically. For all such electronic transactions, Licensor will not assess sales or use tax in applicable states. Notwithstanding Section 2.4, if applicable, Licensee hereby agrees to reimburse Licensor for any and all use or sales tax and attendant interest and penalties, if any, that may be assessed against Licensor by the local taxing authority for such electronic transactions should Licensor be required to pay the local taxing authority on Licensee's behalf.
- 15.11 Infrastructure and No Charge Code. Any client-based code of the Software may be installed on the applicable client whether inside or outside of the Installation Location. All infrastructure and other no-charge code that is shipped or bundled with the Software is automatically licensed as Software pursuant to this Agreement. To the extent that the Documentation specifies usage rights for the infrastructure and other no-charge code that are broader than the usage rights specified in this Agreement, such broader usage rights shall become part of this Agreement as it applies to such code. Similarly, all fonts that are bundled as a part of the Software product without charge are licensed as set forth in the Documentation. All supported scripts, utilities, or other software code that are provided to Licensee pursuant to a trial, evaluation, or proof of concept agreement signed by the parties are automatically licensed as Software pursuant to this Agreement unless agreed otherwise in a services agreement or statement of work signed by the parties.
- 15.12 Third Party Software. The Software may include software programs under the licenses from third parties ("Third Party Software" and "Third Party License"). Any Third Party Software is licensed to Licensee subject to the terms and conditions of the corresponding Third Party License. The Third Party Licenses are located in the Documentation. If the Third Party Licenses include licenses that provide for the availability of source code (such as the GNU General Public License) and the corresponding source code is not included with the Software, then contact Licensor support to learn how to obtain such source code.
- 15.13 No Credit Card. The License fees and all other amounts due under this Agreement cannot be paid by credit card.
- 15.14 Certification as to Contracts with Companies Boycotting Israel. If this Agreement has a value of \$100,000 or more and if Licensor is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to Texas Government Code § 2271.002, Licensor certifies that Licensor does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in Texas Government Code § 808.001.
Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, Licensor certifies that Licensor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Licensee may terminate this Agreement if this certification is inaccurate.
Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, Licensor certifies that Licensor is not ineligible to enter into this Agreement due to financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that Licensee may terminate this Agreement and withhold payment if this certification is inaccurate.
Conflict of Interest. Licensor and each person signing on behalf of Licensor 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 Licensee or Licensee's Board of Regents, nor any employee or person whose salary is payable in whole or in part by Licensee, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, any payments owing to Licensor under this Agreement may be applied directly toward certain debts or delinquencies that Licensor 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.

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% 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: “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.”

Disputes. Licensor shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Licensor that cannot be resolved in the ordinary course of business. Licensor shall submit written notice of a claim of breach of contract under this chapter to Licensee’s designated official, who will examine Licensor’s claim and any counterclaim and negotiate with Licensor in an effort to resolve the claim.

Not Eligible for Rehire. Licensor shall ensure that its employees performing services under this Agreement have not been designated by Licensee as Not Eligible for Rehire as defined in Licensee Policy 32.02, Section 4.

Public Information. Licensor acknowledges that Licensee 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 Licensee’s written request, Licensor shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Licensee in a non-proprietary format acceptable to Licensee. As used in this provision, “public information” has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Licensee has a right of access. Licensor acknowledges that Licensee may be required to post a copy of the fully-executed Agreement on Licensee’s website in compliance with Section 2261.253(a)(1), Texas Government Code.

EXHIBIT B

LEVI, RAY & SHOUP, INC. Maintenance Plan for Perpetual License Version X2.1M

This Maintenance Plan will apply between Licensor and Licensee and shall be effective as the same date as the Agreement. In consideration of the mutual covenants set forth herein, the parties agree to the following:

- 1.0 Maintenance and Support.** Maintenance shall only be provided in conjunction with the current release of the Software and the release immediately preceding the current release of the Software and only if no fees are owed under the Maintenance Plan or the Agreement. Licensor shall provide the following Maintenance to Licensee subject to the terms and conditions of the Maintenance Plan.
- 1.1 Telephone support by qualified personnel shall be available between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday current U.S. Central Time, excluding Licensor holidays (a list of which for any year shall be made available).
 - 1.2 Emergency telephone support for Critical Problems by qualified personnel shall be available every day of the year, twenty-four hours a day, with a response time of two hours or less.
 - 1.3 Licensor maintains a support section on its Web site for all of its Licensees. All software code and product documentation contained within and made available to Licensee via the support section shall be a part of the Software.
 - 1.4 Licensor shall make available to the Licensee all Enhancements to the Software.
 - 1.5 Subject to the license restrictions in the License Schedule, if Licensee opts to run the Software on a different operating system that is supported by Licensor, upon Licensee's request which shall include the requisite information to generate a license key, Licensor will provide Licensee with a new license key that enables the Software to operate on the new operating system at no charge.
 - 1.6 Licensor shall make available Enhancements to the Software if and as required to cause it to operate with new releases of the operating system so long as such updates are technically and commercially feasible.
- 2.0 Maintenance Fees.**
- 2.1 Maintenance fees shall always be paid annually in advance on the Maintenance Due Date. Upon Licensee's request, Licensor will make the necessary prorations to bill Licensee for all maintenance fees on the same date when Licensee has different maintenance due dates due to licensing different Software at different times.
 - 2.2 Maintenance fees will be based upon Licensor's Maintenance price list in effect on the Maintenance Due Date.
 - 2.3 Should Licensee elect to reinstate Maintenance for any Software for which Maintenance has lapsed, all annual Maintenance fees that would have been paid, but for the lapse, must be paid up to the amount it would cost Licensee to be re-licensed for the Software.
- 3.0 Warranty; Exclusive Remedy.**
- 3.1 Limited Warranty. Licensor warrants that during the Maintenance Plan it will perform the services detailed in Section 1.0 with reasonable care and skill.
 - 3.2 NO OTHER WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 3.1, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND SOFTWARE UNDER THIS MAINTENANCE PLAN INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.
 - 3.3 EXCLUSIVE REMEDY. LICENSEE'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF THE WARRANTY GIVEN IN SECTION 3.1 SHALL BE LIMITED TO REPAIR OF DEFECTS OR REPLACEMENTS OF THE APPLICABLE SOFTWARE, OR, IN THE EVENT LICENSOR IS UNABLE TO EFFECTUATE SUCH REPAIR OR REPLACEMENT WITHIN A REASONABLE PERIOD OF TIME, LICENSEE MAY TERMINATE MAINTENANCE FOR THE APPLICABLE SOFTWARE AND RECEIVE A REFUND OF MAINTENANCE FEES

ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH.

4.0 Limitation of Liability/Independent Clauses.

- 4.1 LICENSOR'S TOTAL LIABILITY FOR DAMAGES UNDER THE MAINTENANCE PLAN, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO THE MAINTENANCE FEES ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE BREACH. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE, OR CLAIMS OF THIRD PARTIES) THAT MIGHT OCCUR AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS MAINTENANCE PLAN OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS MAINTENANCE PLAN.
- 4.2 SECTION 4.1 IS INDEPENDENT OF SECTION 3.3 AND SHALL BE VALID AND ENFORCEABLE WHETHER OR NOT THE REMEDIES SET FORTH IN SECTION 3.3 FAIL OF THEIR ESSENTIAL PURPOSE OR ARE FOUND TO BE UNCONSCIONABLE.

5.0 Maintenance Termination.

- 5.1 This Maintenance Plan may be terminated by either party if the other commits any material breach of any term of this Maintenance Plan and fails to remedy such breach within thirty (30) days after written notice thereof by the non-breaching party. This Maintenance Plan will terminate automatically upon the termination of the Agreement for any reason or if not renewed by both parties. Licensee may terminate this Maintenance Plan at any time without affecting the Agreement by giving Licensor written notice.
- 5.2 No refund of payments made under this Maintenance Plan shall be made in the event of termination unless caused by Licensor's breach.
- 5.3 All rights and remedies of the parties shall be cumulative but shall always be limited by Sections 3.2, 3.3, and 4.0.

6.0 Incorporation of Terms and Conditions. The following sections of the General Terms and Conditions for Perpetual License Agreement are incorporated into this Maintenance Plan as additional terms and conditions of the Maintenance Plan as if the same were set forth herein: 1.0; 2.3-2.5; 7.0; 12.0; 13.2, and 15.0; however, in all incorporated sections except 1.0, the use of the word "Agreement" shall be replaced with "Maintenance Plan." "Agreement" as used in the Maintenance Plan shall mean the agreement under which the Software was licensed.

7.0 Miscellaneous. If any provision of the Maintenance Plan or the application of such provision to any Company or circumstance shall be held invalid, the remainder of the Maintenance Plan, or the application of such provision to Companies or circumstances, other than those as to which it is held invalid, shall not be affected. The Maintenance Plan constitutes the complete, final, and exclusive expression of the parties' agreement, and supersedes all proposals and other communications made between the parties concerning the subject matter hereof. The Maintenance Plan cannot be modified except by written agreement signed by the parties. If there is a conflict between this Maintenance Plan and the Agreement, the terms of the Maintenance Plan shall prevail. Further, if there is a conflict between the terms incorporated pursuant to Section 6.0 and this Maintenance Plan, this Maintenance Plan shall prevail.

LEVI, RAY & SHOUP, INC.
Consulting Services Agreement
TX0240

This Consulting Services Agreement (“Agreement”) is entered into by Levi, Ray & Shoup, Inc. (“LRS”) and Texas A & M University System (“Customer”), and it is an agreement for LRS to provide the Customer with the basic installation, implementation, configuration, and/or training services listed below pursuant to the terms of this Agreement.

1. **Scope of Services.** At Customer’s request, LRS will provide the necessary Enterprise Output Management (“EOM”) system engineer(s) (“SE”) to perform the following services: (collectively, “Services”)
 - 1.1 General installation/configuration of VPSX Enterprise®
 - 1.1.1 Installation and system level configuration of VPSX Enterprise on a Windows® server.
 - 1.1.2 Installation and configuration of LRS infrastructure component (LRS/Web Connect) on a Microsoft Internet Information Server (IIS) web server, as required to enable the browser interface for VPSX Enterprise.
 - 1.1.3 Installation and configuration of LRS/Queue job submission agent.
 - 1.1.4 Installation and system level configuration of LRS/Queue or the COM API for job submission agent on the Anubex server.
 - 1.1.5 Installation and configuration of the Anubex interface with VPSX Enterprise.
 - 1.1.6 LRS will assist Customer and provide direction on the use of the standard Printer Command Modules (“PCMDs”) used for formatting text output to print on PCL capable network printers
 - 1.2 Training: LRS Systems Engineer(s) will provide basic knowledge transfer training to Customer personnel in conjunction with these Services:
 - 1.2.1 Basic architecture and installation.
 - 1.2.2 VPSX Enterprise basic administration, including system settings, printer definition, user definition, Security and usage.

If LRS determines that the Customer needs services performed beyond the scope of this Agreement, then LRS shall consult with the Customer about such services. If the Customer chooses to proceed, the parties shall enter into a separate agreement before such services are commenced.

2. **Performance and Scheduling.** The Services outlined in Section 1 will be performed remotely via telephone, email, and/or a remote desktop sharing application as agreed upon by Customer and LRS. LRS does not anticipate allocating a SE to provide these Services on an “on demand” or full-time basis. LRS will work with the Customer on scheduling of EOM services to meet the Customer’s requirements as closely as possible, subject to the availability of LRS SE resources.
3. **Customer Responsibilities and Requirements.**
 - 3.1 Customer shall provide resources with the appropriate authority and access to all areas of the system necessary to accomplish the Services.
 - 3.2 Customer shall coordinate its resources to ensure that LRS has sufficient opportunity to perform the requested Services under this Agreement.
 - 3.3 Customer shall furnish LRS all technical data and information as may be reasonably determined by LRS to be necessary to provide the Services included under this Agreement, including but not limited to, reference and instructional materials about Customer’s computing environment, standards, procedures, etc., and to any documentation relating to relevant Customer applications.
 - 3.4 The Customer is responsible for all initial and ongoing configuration and maintenance of their Application Delivery Controllers and associated configurations for high availability and/or disaster recovery of the LRS solutions.
 - 3.5 Customer is ultimately responsible for selecting the hardware size and configuration and is responsible for all maintenance of the associated hardware and supporting software.
4. **Fees, Payment, Estimated Hours & Billing Contact**
 - 4.1 **Fees:** LRS shall be paid on a time and materials basis at \$250.00 per hour for Services performed under this Agreement, exclusive of any taxes. LRS will invoice Customer monthly for the actual number of hours worked during the previous month.
 - 4.2 **Payment:** It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of completion of the Services or the receipt of a properly submitted invoice, in conformance with Subchapter B of the Texas Prompt Payment law. Customer may not withhold or “setoff” any amounts due hereunder,

except as provide by law. Any late payments shall bear interest at the lesser of the maximum rate allowed by law or the rate of one and one-half percent (1.5%) per month or fraction thereof until paid.

4.3 **Estimated Hours:** LRS estimates the number of hours that it will take to complete the Services set forth in Section 1 to be approximately 160 hours.

4.4 **Billing Contact:** _____

5. Limited Warranty and Limitation of Liability

5.1 LRS shall perform the Services under this Agreement in a workmanlike manner using reasonable care and skill.

5.2 EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 5.1, LRS MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

5.3 EXCEPT FOR A CLAIM FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE, LRS' TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO FEES ACTUALLY PAID TO LRS UNDER THIS AGREEMENT. IN NO EVENT SHALL LRS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR DAMAGES FOR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT ARISE AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

6. Miscellaneous.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. The parties agree that this Agreement shall be governed by the laws of the State of Texas, without giving effect to its choice-of-law provisions. This Agreement may be modified or amended only by a writing signed by both parties. Notwithstanding anything to the contrary stated herein, LRS shall not assign this Agreement without the Customer's express written consent. Neither party shall be liable for delays caused by events beyond its reasonable control. The parties agree that any reproduction of the Agreement made by reliable means (e.g., photocopy, facsimile, scanned image) may be delivered, fully or partially executed, to the other party electronically (e.g., facsimile or electronic mail). Any such reliable reproduction of the Agreement shall be considered an original in all respects and any authorized signature thereon shall be deemed genuine irrespective of whether the signature is an original or a reproduction made by reliable means.

Certification as to Contracts with Companies Boycotting Israel. If this Agreement has a value of \$100,000 or more and if LRS is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to Texas Government Code § 2271.002, LRS certifies that LRS does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in Texas Government Code § 808.001.

Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, LRS certifies that LRS is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Customer may terminate this Agreement if this certification is inaccurate.

Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, LRS certifies that LRS is not ineligible to enter into this Agreement due to financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that Customer may terminate this Agreement and withhold payment if this certification is inaccurate.

Conflict of Interest. LRS and each person signing on behalf of LRS 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 Customer or Customer's Board of Regents, nor any employee or person whose salary is payable in whole or in part by Customer, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, any payments owing to LRS under this Agreement may be applied directly toward certain debts or delinquencies that LRS 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.

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% 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: "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."

Disputes. LRS shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by LRS that cannot be resolved in the ordinary course of business. LRS shall submit written notice of a claim of breach of contract under this chapter to Customer's designated official, who will examine LRS's claim and any counterclaim and negotiate with LRS in an effort to resolve the claim.

Not Eligible for Rehire. LRS shall ensure that its employees performing services under this Agreement have not been designated by Customer as Not Eligible for Rehire as defined in Customer Policy 32.02, Section 4.

Public Information. LRS acknowledges that Customer 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 Customer's written request, LRS shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access. LRS acknowledges that Customer may be required to post a copy of the fully-executed Agreement on Customer's website in compliance with Section 2261.253(a)(1), Texas Government Code.

ACCEPTED BY LRS:

Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704



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Signature

Greg Matthews

Print Name

Vice President, EOM North America

Title

6/1/2020 | 13:52:22 PDT

Date

ACCEPTED BY CUSTOMER:

Texas A & M University System
Computing Services Center
College Station, TX 77843-3142



BEDCDB89EA78479...

Signature

Print Name

Deputy Chancellor and Chief Financial officer

Title

6/1/2020 | 15:24:05 CDT

Date

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