



MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into by and between Ruffalo Noel Levitz, LLC (“RNL”) and The Texas A&M University System (“Client”), identified below, and sets forth the terms and conditions for RNL to provide Client with services as set forth herein. The parties agree as follows:

1. Client Information

A. Legal Name:

The Texas A&M University System, an agency of the State of Texas

B. Address, email address, and facsimile number, if any, for notice purposes:

The Texas A&M University System
301 Tarrow, Suite 273
College Station, TX 77845
SOProurement@tamus.edu

C. Type of Legal Entity (corporation, LLC, partnership, unit of government, etc.):

State Agency

D. State of Legal Formation:

Texas

E. Tax ID #:

2. Services, Reference Date and Costs

A. Client agrees to purchase, and RNL agrees to provide, the services (the “**Services**”) set forth on one or more Statement of Work, Statement of Services or similar document describing work to be performed no matter how titled, which reference and are incorporated by the parties into this Agreement, or into which this Agreement may be incorporated, (individually a “**SOW**” and collectively the “**SOWs**”) during the Term of Services set forth on such SOW.

B. This Agreement is dated April 15, 2020 for reference purposes (the “**Reference Date**” or “**Date of this Agreement**”). The term of delivery of any and all Services shall be set forth on one or more SOW.

C. The pricing, cost and payment terms are set forth on the SOW applicable to the Services.

D. The terms of this Agreement may be incorporated into SOWs between RNL and member institutions of Client (each a "**Member SOW**"). Under each Member SOW, RNL assumes toward the contracting member institution (the "**Member**") all of the obligations, rights, duties, and redress applicable to the Member SOW that RNL has under this Agreement toward Client. In an identical way, under each Member SOW, the Member assumes toward RNL all of the obligations, rights, duties, and redress applicable to the Member SOW that Client has under this Agreement toward RNL. RNL acknowledges that Client will not receive Services under any Member SOW. Client has no responsibility to fulfill the terms of any Member SOW.

3. Planning, Materials and Delivery of Services

A. Except to the extent otherwise expressly provided on a SOW, Client and RNL will work together to develop and finalize a plan for the delivery of the Services. Client shall fulfill the responsibilities and take the actions required of it as described on the Statements of Services, if any. Client shall provide its data, materials, Client IP (defined below), telephone numbers and factual information necessary to perform the Services, including without limitation information regarding Client and Client's activities (collectively the "**Client Materials**") in order to implement a program for delivery of the Services. Client represents it has all consent and authority necessary to use, and to allow RNL to use, in connection with the delivery or provision of Services, all Client Materials, including without limitation all drawings, designs, fonts, trademarks, trade dress, service marks, telephone numbers and electronic mail addresses provided to RNL by Client. Client shall be solely responsible for securing the consent, right and authority to use, and for the accuracy of, all Client Materials contained in any materials or scripts, or otherwise used by RNL in the delivery of the Services, and represents that Client's Materials shall be accurate in all material respects and shall not omit any information reasonably necessary to make Client Materials not misleading. In the event RNL, or any of its officers, directors, managers, members, subsidiaries or employees, suffer any and all loss, damage, deficiency, claim, or liability arising out of, or resulting from, (a) any alleged or actual infringement by Client IP (defined below), or any portion thereof, on the intellectual property rights of another person, or (b) use of the Client Materials, it shall be deemed a breach of this Agreement by Client. Client acknowledges the likelihood that RNL may be harmed, or suffer damages, or both, as the result of a breach of this Agreement.

B. RNL shall fulfill the responsibilities, take the actions required of it and deliver the Services and materials as described on the SOW. RNL shall perform the Services to be provided in a professional and workman like manner substantially similar to that found in its industry or trade for substantially similar services provided by similar vendors under similar circumstances, subject to, and consistent with, the past practices of the parties, if any. Services will be provided at the RNL Office (defined below) and at other RNL locations, as well as on Client's premises when so described in one or more SOW, or as otherwise mutually agreed.

4. Effective Date and Termination

This Agreement shall be effective on the Date of this Agreement; provided, however, that notwithstanding any other provision of this Agreement, if filing of this Agreement with a governmental authority is required by law in order for the Agreement to be effective with respect to any portion of the Services, then the Agreement shall be effective for such portion of the Services, and such portion of the services regulated or governed by such governmental authority will begin, only on the date the Agreement is so filed; provided further, however, that if a waiting period after the filing of this Agreement with a governmental authority is required by law in order for the Agreement to be effective for any portion of the Services, then the Agreement shall be effective for such portion, and such portion so regulated or governed by such governmental authority will begin, only on the first day after completion of such waiting period. The Agreement shall thereafter continue until terminated by law or in accordance with the terms of this Agreement.

This Agreement may be terminated at any time and for any reason, with or without cause, as follows:

- A. By Client providing sixty (60) days advance written notice to RNL; or
- B. By RNL providing one hundred eighty (180) days advance written notice to Client.

Termination of this Agreement shall not terminate any outstanding Statements of Work, and the terms of this Agreement will continue to control any outstanding Statements of Work.

In the event a Statement of Work is terminated for any reason, Client shall compensate RNL for all reasonable costs for Services rendered up to the effective date of the termination, if any, according to the terms of this Agreement. Client shall not be obligated to purchase, or pay for, any Services rendered beyond the effective date of the termination. In the event Client has paid and RNL has received any amount greater than the amount required for such full compensation to RNL then that excess amount shall be refunded by RNL to Client within the same period of time as established for Client's payment of RNL invoices.

5. Warranties, Limitation of Liability and Indemnification

A. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, RNL MAKES NO OTHER EXPRESS WARRANTIES OR GUARANTEES OF ANY TYPE OR NATURE, AND MAKES NO IMPLIED WARRANTIES OF ANY TYPE OR NATURE, AS TO THE QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PRODUCT OR SERVICE. EXCEPT AS EXPRESSLY MANDATED BY ENFORCEABLE LAW, WHICH WOULD BE CONTRARY TO THE PARTIES' INTENTION AND DESIRES, RNL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY FINANCIAL RESULTS OR OUTCOMES FROM OR RELATED TO ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

B. To the extent permitted by the Constitution and laws of the State of Texas, in no event shall either party be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this Agreement. RNL's liability for any alleged or actual breach of, or claims arising from or related to, this Agreement, or Services to be rendered hereunder, shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by RNL, then such liability or claim shall be limited to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by RNL, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by Client to RNL for the services giving rise to such liability or claim; provided, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by RNL. Client's liability for any alleged or actual breach of, or claims arising from or related to, this Agreement, other than and excluding claims for payment or reimbursement for or related to Services actually rendered hereunder, shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by Client, then such liability or claim shall be limited to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by Client, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by Client to RNL for the services giving rise to such liability or claim, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by Client. Except as expressly stated in a SOW RNL shall not be responsible for collection of any funds nor have or assume any custody or control over any Client funds. Notwithstanding the foregoing, in the event any funds are delivered to RNL in error, then such funds will be promptly forwarded to Client.

C. Subject to the limitations of this Agreement, RNL shall defend, indemnify, and hold Client and its employees, owners, officers and directors harmless from any and all loss, damage, deficiency, claim, or

liability to the extent arising out of its actions, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney fees, incident to the foregoing. Subject to the limitations of this Agreement, to the extent permitted by the Constitution and laws of the State of Texas, Client shall defend, indemnify, and hold RNL and its employees, owners, officers and directors harmless from any and all loss, damage, deficiency, claim, or liability to the extent arising out of its actions, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, incident to the foregoing.

6. Ownership of Materials and Intellectual Property

Unless otherwise expressly provided in a SOW, all patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code and works of authorship, including derivatives therefrom or thereof, (“**IP**”) now owned, or subsequently created or acquired, by RNL and all IP, other than and excluding the Client IP (defined below), resulting or arising from Services rendered under this Agreement, including in both cases all derivatives therefrom or thereof, (collectively the “**RNL IP**”) shall be and remain the sole and exclusive property of RNL and this Agreement does not transfer any title to any RNL IP to Client. “**Client IP**” means any IP now owned by Client or subsequently created or acquired by Client in a manner unrelated to this Agreement. “**Services IP**” means any IP created by RNL in the performance of this Agreement for Client for the exclusive, non-commercial, non-profit use by Client for its own direct benefit in connection with this Agreement. RNL grants to Client a perpetual, royalty-free, non-exclusive, worldwide license to the Service IP, but not derivatives thereof, nor of any other RNL IP, for Client’s, and Client’s affiliate’s, limited, sole and exclusive, non-commercial, non-profit use of the Services IP for their own benefit (and not for the benefit of other non-affiliated third-parties). The parties acknowledge that RNL is willing to use the RNL IP for the benefit of Client, but does not by this Agreement, forfeit or lose any right, title or control to, over or in any RNL IP or derivatives thereof. Except for the limited license granted above, or as otherwise expressly stated and described on a SOW, RNL does not and will not provide its services or RNL IP on a “work for hire,” or “work made for hire,” basis, and Client acknowledges the same. Unless otherwise expressly provided in a SOW, each party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any IP owned by the other. Client represents that it will not reproduce, disclose or use RNL IP for any purpose, or in any manner, other than as provided in this Agreement or authorized in writing in advance by RNL. RNL represents and warrants that it will not reproduce, disclose or use Client IP for any purpose, or in any manner, other than in the performance of this Agreement or as provided in this Agreement or as authorized in writing in advance by Client.

7. Related Services and Costs; Taxes

The fees, costs and expenses for the Services are described in this Agreement and on the SOW. Quotes and estimates will be provided upon request. Client will pay all applicable taxes, if any, on Services and costs, which RNL is required by law to collect, unless and until Client represents and provides written confirmation that Client is exempt from the collection of such taxes. As an agency of the State of Texas, Client is tax exempt.

8. Invoicing, Inquiries and Payments

Unless otherwise directed in writing, invoices will be sent to the address specified in the applicable SOW. If not stated in the applicable SOW, then all payments on invoices are due net thirty (30) days from the date of receipt of a proper invoice, with late charges the lower of 1.5% per month or the highest rate allowable by law. All notices or inquiries regarding invoicing or this Agreement shall be sent addressed to (the “RNL Office”):

Ruffalo Noel Levitz
Attention: CFO

1025 Kirkwood Parkway SW
Cedar Rapids, IA 52404-8629

All payments shall be sent addressed to:

Ruffalo Noel Levitz
Attention: Controller
P.O. Box 718
Des Moines, IA 50303-0718

9. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each which is not generally known or available to the general public and has value to the owner of such information ("Confidential Information") has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of Confidential Information, but in no event lesser than was used with like material of the receiving party. Both parties shall maintain in secret all Confidential Information received under this Agreement, shall not disclose the Confidential Information to any third party without prior written authorization from the disclosing party, and shall not use the Confidential Information except for the purpose for which it is disclosed under this Agreement. Each party shall limit dissemination of the Confidential Information received by it, except to those of its employees, agents and consultants whose duties justify the need for access to the Confidential Information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. No other right or license to use the Confidential Information is granted under this Agreement. The foregoing obligations shall apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate the confidential nature thereof. The parties acknowledge that certain personal information and records may be protected by law, including without limitation, by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") also known as the Health Information Technology for Economic Clinical Health Act ("HITECH"), the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Financial Services Modernization Act of 1999 also known as the Gramm-Leach-Bliley Act ("GLB," and collectively with HIPAA, ARRA, HITECH and FERPA referred to as the "Privacy Laws"), and that all such information is deemed "Confidential Information" regardless of whether it is designated as confidential in writing.

The foregoing obligations shall not apply to any information which:

- A. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
 - B. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
 - C. Is disclosed to the receiving party by a third-party having the legal right to disclose the same; or
 - D. It is disclosed to any third-party by the disclosing party without an obligation of confidentiality;
- or
- E. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
 - F. The receiving party is obligated to produce as a result of a legal requirement, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy; it being the intention of the parties to comply with any

applicable state "freedom of information," or similar, law or statute; and, such information shall not be deemed or considered to be Confidential Information.

Information described in clauses A through E above shall not be considered confidential, proprietary or "Confidential Information." Upon written request of a disclosing party, the receiving party shall return all Confidential Information disclosed in written or tangible form, and the receiving party shall destroy all their copies, excerpts or notes made by it which contain any portions of the information unless otherwise provided for by the parties, other than copies on back-up tapes which shall be overwritten by the receiving party in accordance with its disaster recovery and business continuity practices and procedures. The receiving party may also securely retain one copy of Confidential Information solely for record purposes, and Client may retain copies of Confidential Information to the extent necessary to enjoy the license to Services IP granted to Client by RNL under this Agreement.

RNL acknowledges that Client 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 Client's written request, RNL will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Client in a non-proprietary format acceptable to Client. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Client has a right of access. RNL acknowledges that Client 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 the RNL agrees that the Agreement can be terminated if the RNL knowingly or intentionally fails to comply with a requirement of that subchapter.

10. Notices

All notices given pursuant to or in connection with this Agreement shall be in writing, and provided (A) for the Client to the address in Section 1, and (B) for RNL to the RNL Office in Section 8, in either case by (1) U.S. Postal Service, certified mail, return receipt requested, or its then equivalent, (2) courier or hand-delivery, (3) facsimile transmission with delivery confirmed, if a facsimile number has been provided, or (4) electronic mail with delivery receipt or acknowledgment. Notices shall be deemed received and effective (a) as of the fifth (5th) day subsequent to deposit in a U.S. Postal Service mail depository, postage fully prepaid, if so deposited, or (b) on the date of confirmed or acknowledged delivery by any other method; whichever is earlier.

11. Independent Contractor Relationship

All persons employed by RNL in connection with the provision of Services shall be employees of RNL and not Client. In performing any and all of the Services to be provided under this Agreement, RNL shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall RNL or any of its employees, including but not limited to those of its employees actually performing any of the Services, be considered or otherwise deemed to be employees or agents of Client for any purpose whatsoever. Accordingly, neither RNL nor any of its employees or agents shall have the authority to enter into any contract for or on behalf of the Client or otherwise bind the Client in any manner whatsoever.

12. Compliance with Laws

A. Both parties shall comply, at its own cost and expense, with the provisions of all state, federal and local laws, ordinances, regulations and orders pertaining to this Agreement and performance of this Agreement. For clarity, both parties agree to abide by all requirements of the Privacy Laws with respect to all records, information and data governed by such laws, and as applicable to such party. Both parties shall take all measures necessary to promptly remedy any violations, if any, of any such law, ordinance,

rule, regulation or order. The parties will use all commercially reasonable efforts to assist each other, to the extent required, in the compliance with state, federal and local laws, ordinances, regulations and orders (the "Laws").

B. If either party (the "Complying Party") requires information from the other party (the "Supplying Party") in order to comply with any of the Laws; then the Supplying Party shall supply the required information promptly following a reasonable request in writing, including by electronic mail, but no later than twenty (20) calendar days after such request. If the Complying Party requires and requests information in writing, with a reasonably adequate description, from the Supplying Party, (the "Requested Information") and the Supplying Party does not provide the Requested Information within twenty (20) calendar days after such request, then (a) for purposes of this Agreement, the Complying Party shall not be deemed to be in breach of this Agreement as the result of any failure to comply with any Laws as a result of the Supplying Party's failure or refusal to provide any Requested Information; and, (b) any and all penalties, fines, interest, costs and expense incurred as a result of, or related to, the Supplying Party's failure or refusal to provide any Requested Information shall be a cost and price of the Services which shall be paid by the Supplying Party (or reimbursed by the Supplying Party if the Complying Party is required by law to make such payment).

C. To the extent any particular contractual provisions are required in order to comply with any particular provisions of any Laws, to the extent applicable to this Agreement, or the performance of this Agreement or the Services, then the parties will endeavor to set forth such provisions on either one or more of a SOW or Regulatory Attachment or similar provision, schedule, attachment, exhibit or addendum, executed by the parties and either attached to this Agreement and incorporated here by this reference or attached to or included in a SOW or otherwise incorporated into this Agreement.

D. Client hereby designates RNL as a Client "official" with a legitimate educational interest in Client's education records, as defined in FERPA, to the extent RNL requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Client has policies, rules, and procedures binding on Client officials generally, those policies, rules, and procedures will apply to RNL only to the extent as is relevant to compliance by RNL and Client with FERPA. RNL shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure Client education records. RNL shall: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of Client or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by Client in writing.

13. Equal Employment Opportunity

In connection with the performance of the Services under this Agreement, RNL agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, gender identity, national origin, disability, genetic information, or veteran status.

14. Covered Information Security

A. "Covered Information" shall mean any personally identifiable financial information that is not publicly available, including but not limited to, social security numbers, credit information and payment card information ("PCI") such as account and card numbers, verification numbers, and expiration dates, whether in paper, electronic or other form, that is obtained, handled, accessed or maintained by RNL on behalf of Client, or exchanged between Client and RNL, in the performance of this Agreement.

B. Each party shall maintain commercially reasonable safeguards, practices and procedures to protect Covered Information. Each party shall provide the other with information concerning safeguards, practices and procedures it has implemented and maintained to protect Covered Information as the other party may reasonably request.

C. If, and to the extent that, a party, or its employees, contractors and agents is processing, storing, caching and initiating or engaging in transmission of PCI on such party's network, or servers located on such party's network, then that party is responsible for maintaining compliance with the then current Payment Card Industry Data Security Standard ("PCIDSS"). RNL acknowledges that it is responsible for the security of all cardholder data it possesses or otherwise stores, processes or transmits on behalf of Client, and to the extent that RNL could impact the security of Client's cardholder data environment. To the extent any review or inspection of either parties' records or facilities is required for either party to comply with the requirements of this clause, then the parties agree that they will reasonably cooperate with each other in connection with any such review or inspection. The parties agree further that (i) unless expressly provided on an applicable SOW, neither party shall have any obligations or responsibility regarding or related to the other party's network, servers or equipment, or the management of any of them, and (ii) RNL does not provide payment card processing services and, unless expressly provided in an applicable SOW, RNL will not possess or otherwise store, process or transmit cardholder data on behalf of the Client and the Services do not involve the possession, or the storing, processing or transmitting, of cardholder data.

D. RNL may make information available to Client by granting Client, and individuals designated by Client, with password restricted access to a RNL SFTP server, and in the event any individual with such access ceases to be under the direction and control of Client then Client will notify RNL in writing of such event and RNL may require a modification in the password for such access.

E. The parties agree to implement the following network and data security practices in connection with this Agreement:

i. Each party will install and maintain commercially reasonable security devices, firewalls, controls or rules, that isolate, regulate and control the ability of all of such party's facilities, network, servers and equipment used in connection with the Services to access, utilize or connect to or through the Internet.

ii. Each party will install and maintain anti-virus software on such party's servers and workstations used in connection with the Services.

iii. Each party will either (1) require Strong Passwords (defined below) to log on to any computer or server used in connection with the Services, or (2) tightly restrict the physical and network access any computer or server used in connection with the Services to only certain selected and clearly defined networks, servers and services. "Strong Passwords" have at a minimum a mix of letters and either numbers or symbols.

iv. Neither party will store PCI in a database created and maintained exclusively through any RNL software.

F. In the event a party identifies a suspected or confirmed security breach involving any Covered Information which is in any way related or connected to the Services, then such party shall, to the maximum extent possible, take immediate action to limit the breach and shall immediately notify the other. To the extent a party identifies a cause or potential cause of a suspected or confirmed security breach involving any Covered Information which is in its reasonable control, then such party shall take action as soon as reasonably practical, to correct or remedy such cause.

G. In the event either party fails to meet the obligations of this Section 14, then the party failing to meet such obligations hereby releases and affirmatively waives all claims and rights it might otherwise have or assert against the other party to the extent such claims relate in any way to such failure.

15. Dispute Resolution, Governing Law & Jurisdiction

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Client and RNL to attempt to resolve any claim for breach of contract made by RNL that cannot be resolved in the ordinary course of business. RNL shall submit written notice of a claim of breach of contract under this Chapter to

Client's designated official, who shall examine RNL's claim and any counterclaim and negotiate with RNL in an effort to resolve the claim. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Client shall be in the county in which the primary office of Client's chief executive officer is located.

16. Force Majeure

No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in the delivery of the Services caused by acts of God or governmental authority (a "Force Majeure Event"); provided that RNL shall have a duty reasonably to mitigate, or cause to be mitigated, any such disruptions (or parts thereof). RNL's obligation to deliver or provide the Services covered by the Agreement shall be suspended (or reduced, as applicable) during the period, and to the extent, that use of the Services is disrupted by the Force Majeure Event, without such suspension or disruption of the Services constituting a material breach of its obligations under this Agreement.

17. Severability & Assignment

It is agreed and understood that should any of the provisions of this Agreement, other than and excluding Sections 2, 4, 5, 6, & 9, be determined by any court of competent jurisdiction to be invalid or void for any reason, then the parties consent that this Agreement shall be amended retroactive to the date of its execution to include all terms and conditions other than those found by the court to be invalid or void. It is agreed and understood that should any of the provisions of Sections 2, 4, 5, 6, & 9, be determined by any court of competent jurisdiction to be invalid or void for any reason, then either party may terminate this Agreement immediately by giving written notice to the other (including by electronic mail). Other than assignment to a corporate affiliate or successor by RNL, neither party may assign this Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

18. Entire Agreement

The supplemental terms of all attached Statements of Services, as well as any attachment, exhibit or addendum expressly incorporated herein or in a SOW, including without limitation any Regulatory Attachments, are made a part of this Agreement. This Agreement constitutes the entire agreement between the parties hereto and replaces all other agreements between the parties relating to the same subject matter, whether written or oral. No amendment, modification or addition to this Agreement shall be effective unless set forth in writing and executed by both parties. No non-conforming terms of Client's purchase order, request for proposal, bid request or other documentation shall control over the terms and conditions of this Agreement and all such documents are hereby amended and superseded.

19. State Contracting Requirements:

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the RNL 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."

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, RNL agrees that any payments owing to RNL under this Agreement may be applied

directly toward certain debts or delinquencies that RNL 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.

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

Not Eligible for Rehire. RNL is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

Access by Individuals with Disabilities. RNL represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Client 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 RNL becomes aware that the EIRs, or any portion thereof, do not comply, then RNL shall, at no cost to Client, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the RNL certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. If RNL is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then RNL certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that RNL is exempt from the payment of franchise (margin) taxes.

Loss of Funding. Performance by Client 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, Client will issue written notice to RNL and Client may terminate this Agreement without further duty or obligation hereunder. RNL acknowledges that appropriation of funds is beyond the control of Client.

Prompt Payment Act. Payment from Client will be due thirty (30) days from the date Client receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

State Auditor's Office. RNL 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*. RNL agrees to cooperate with the Auditor in the conduct of the audit or

investigation, including without limitation, providing all relevant records requested. RNL will include this provision in all contracts with permitted subcontractors.

Non-Waiver. RNL expressly acknowledges that Client is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Client of its right to claim such exemptions, privileges, and immunities as may be provided by law.

RNL Certification regarding Boycotting Israel. Pursuant to Chapter 2271, *Texas Government Code*, RNL certifies RNL (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. RNL acknowledges this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate.

RNL Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, RNL certifies RNL (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. RNL acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Conflict of Interest. By executing and/or accepting this Agreement, RNL and each person signing on behalf of RNL certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Client or TAMUS, 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.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, *Government Code*, RNL certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Records Retention. RNL will preserve all contracting information, as defined under *Texas Government Code*, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

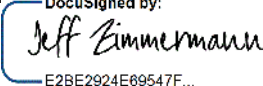
Signed by the parties effective on the date or dates described in section 4 above.

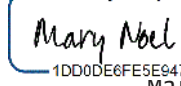
**[REST OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW ON NEXT PAGE.]**

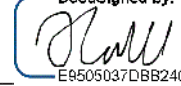
The Texas A & M University System (2 separate signatories REQUIRED).

DS
B

DocuSigned by:
By: 
BECDCDB89EA78479...
Printed Name: Billy Hamilton
Title: Executive Vice Chancellor and Chief Financial Officer
Date: 5/7/2020 | 17:39:29 CDT

DocuSigned by:
By: 
E2BE2924E69547F...
Printed Name: Jeff Zimmermann
Title: Director, Procurement & Business Services
Date: 5/7/2020 | 18:01:26 CDT

Ruffalo Noel Levitz, LLC
DocuSigned by:
By: 
1DD0DE6FE5E9477...
Printed Name: Mary Noel
Title: Director of Revenue
Date: 5/8/2020 | 08:12:08 CDT

DocuSigned by:
By: 
E9505037DBB2402...
Printed Name: Trisha Cornwell
Title: VP, Controller
Date: 5/8/2020 | 07:42:10 PDT

Please return signed contracts to RNLContracts@RuffaloNL.com