



CONFIDENTIAL

Master License and Services Agreement

THIS MASTER LICENSE AND SERVICES AGREEMENT (the “Agreement”), dated as of September 28, 2020 (the “Effective Date”), is by and between iMedRIS Data Corporation, 466 Missouri Court, Redlands, CA 92373, a California corporation (the “iMedRIS”, “licensor”), and The Texas A&M University System (“TAMUS”, Licensee) (each a “Party” and collectively the “Parties”).

BACKGROUND

LICENSOR owns certain research compliance and administration software and associated documentation and provides associated services.

LICENSEE is licensing, and may in the future license, certain software and documentation from LICENSOR and is engaging, and may in the future engage, LICENSOR to provide certain services related thereto, including implementation, hosting, and training services, and LICENSOR has agreed to grant such license(s) and provide such services, pursuant to the terms of this Agreement.

This Agreement is intended to establish the general terms and conditions applicable to the provision of such licenses and services.

TERMS AND CONDITIONS

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Master Agreement

This Agreement is a master agreement. Details with respect to LICENSEE’s initial licenses and purchases are set forth in the attached Schedule No. 1. Details of additional licenses and purchases (if any) to be governed by this Agreement shall be specified in separate Schedules that may be executed by the Parties from time to time. Neither Party is obligated to enter into any Schedules beyond Schedule No. 1. Each Schedule will be deemed to incorporate and be subject to all terms and conditions of this Agreement, except to the extent the Schedule expressly modifies specific terms.

II. Definitions

Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth below:

“**Affiliate**” includes all present or future entities or facilities (i) controlling, controlled by, or under common control with a Party, and additionally, (ii) with respect to LICENSEE, (a) such entities or facilities participating in any joint venture contract, or collaborative research project to which LICENSEE or an entity referred to in the preceding clause (i) is a party, or (b) for whom LICENSEE provides clinical, research, administrative or information services.

“**Agreement**” means this Master License and Services Agreement, as it may be amended from time to time by agreement of the Parties, and all Exhibits, Appendices, Schedules attached hereto and incorporated herein by reference, and documents executed by the Parties in accordance with the terms herein, and incorporating this Agreement by reference (such Exhibits, Appendices, Schedules and documents, collectively, “Attachments”).



“Application Sites” means one or more online sites, or a portion of any such site, through which the functionality of Licensed Software is made available, whether over the Internet or through intranets, extranets, private networks, leased lines, or other connections, for access and use by LICENSEE and its Authorized Users.

“Authorized User” means any Persons Affiliated With LICENSEE who are authorized by LICENSEE to access the Services provided through the Licensed Materials, subject to the terms and restrictions contained in this Agreement.

“Documentation” means all user and administrator manuals, operating instructions, installation guides, help files, and other printed, electronic, and online material generally made available to LICENSOR’s customers with respect to Licensed Software or the Services, and all other printed, electronic, or online materials provided or made available to LICENSEE, that describe the features, functions, or operation of Licensed Software or the Services.

“Licenses” means LICENSEE’s licenses with respect to the Licensed Materials.

“Licensed Materials” means Licensed Software and Documentation provided to LICENSEE or used by LICENSOR in connection with performing the Services, excluding Licensee Data.

“Licensed Software” means Software (including any third party or other software), and all new versions, updates, revisions, improvements and modifications of the foregoing, that LICENSOR provides to LICENSEE hereunder or provides remote access to or use of as part of the Services.

“Licensee Data” means any data, research materials, research works, content or information supplied, transferred, transmitted, received or made available by or on behalf of LICENSEE or any Authorized User to LICENSOR or through the Licensed Software or Services, and any reports, databases, data queries, responses to data queries, and all output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from or otherwise generated by the Licensed Software or Services using or based on such data or information.

“Malicious Code” means viruses or other malicious software code, as further described in Section XV.

“Party” means LICENSEE or LICENSOR. **“Parties”** means LICENSEE and LICENSOR.

“Persons Affiliated with LICENSEE” means full/part-time employees, board and committee members, affiliated researchers and investigators, medical and nursing staff, independent contractors, faculty, and students of LICENSEE or LICENSEE Affiliates, regardless of the physical location of such persons.

“Privacy Laws” means all international, federal, state, and local laws, rules, and regulations relating to privacy, data protection, and/or information security applicable to a Party in its performance of its obligations under this Agreement, including without limitation, FERPA (as defined below) and GDPR (as defined below).

“Schedule” means any of the documents executed by the Parties from time to time and incorporated by reference under this Agreement, which, without limitation, describe the Licensed Materials licensed by LICENSEE, and related products and Services being provided, including the fees associated therewith and any special terms and conditions relating to such license(s) or Services.

“Services” means (a) the hosting, management and operation of the Licensed Software and other services for remote electronic access and use by LICENSEE and its Authorized Users, as described in this Agreement, including all Specifications set forth in any Attachments (“Hosted Services”); (b) installation, implementation, consulting, hosting, training, maintenance, support, or other professional services being provided to LICENSEE under this Agreement and any Schedule; and (c) such other services as may be specified in the applicable Attachment.



“Software” means the machine-readable, object-code-versions of software programs. “Software” also includes scripts, applets, objects, HTML and XML code, table layouts, screens, forms, reports, libraries, and other modules or components designed to be interpreted or carried out by Web browsers or by other software programs rather than by a computer processor, including those in human-readable form, and audio, video, and graphics files in their native formats.

“Source Code” means the electronic or printed representations of software instructions in human-readable, high level language form which, when compiled, assembled or interpreted, become the machine-readable, executable code of a software program, together with sufficient descriptions of the structure and methods of operation of such program (including, but not limited to, commented code, flowcharts, programmers’ notes and other materials) as may be reasonably necessary to enable a competent programmer to modify and maintain the software.

“Source Materials” means the Source Code and other materials to be escrowed pursuant to Escrow Section.

“Specifications” means all Software functional and performance characteristics and capabilities mutually agreed upon by LICENSEE and LICENSOR under the applicable Schedule, and to the extent consistent with and not limiting of the foregoing, the Documentation. In the event of a conflict between Specifications and Documentation, the Specifications will prevail.

“Statement of Work” or **“SOW”** means a written description of the scope of Services to be performed by LICENSOR for LICENSEE, signed or otherwise agreed to in writing by both Parties.

“Subscription Term” means the period stated in a Schedule or related subscription agreement during which LICENSEE and its Authorized Users are granted the right to access and use the Hosted Services provided through the Licensed Software, via an Application Site or otherwise.

III. Content of Licensed Materials; Grant of License

1. LICENSOR hereby grants to LICENSEE a SaaS License, worldwide, non-exclusive, royalty-free, irrevocable (except as provided herein), and solely as set forth in this Agreement, transferable license, to install, configure, use, display, perform, and execute the Licensed Software, and to use, reproduce, display, and distribute the Documentation and other Licensed Materials (or excerpts thereof) and to authorize its Authorized Users to do so, all in accordance with this Agreement. For avoidance of doubt, remote access to Licensed Software is allowed by LICENSEE and its Authorized Users.
2. In addition, pursuant to Schedule 1, and where a later Schedule provides that LICENSOR will provide hosting Services with respect to Licensed Materials, LICENSOR hereby grants to LICENSEE, exercisable through its and their Authorized Users, a worldwide, non-exclusive, royalty-free, irrevocable (except as provided herein), and as set forth in this Agreement, transferable and perpetual, right and license during the applicable Subscription Term(s) as LICENSOR is required to perform Services under this Agreement or any Attachment for such Services, to: (a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks, and services, for LICENSEE’s and its Affiliates’ respective business purposes, including for processing Licensee Data; (b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services; (c) perform, use, reproduce, display, and distribute the Documentation and other Licensed Materials (or excerpts thereof) to the extent necessary to access or use the Services; and (d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Services as permitted hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support, and repair.



3. LICENSEE acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with LICENSOR and/or its suppliers. Neither LICENSEE nor its Authorized Users shall have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.
4. Except for termination for cause by LICENSOR under Section XIII, LICENSOR hereby grants to LICENSEE a nonexclusive, royalty-free, perpetual license to continue to exercise its rights under this Section III with respect to any Licensed Software and other Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which LICENSEE shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement, except that LICENSOR shall not be obligated to continue provision of hosting services other than as Transition Services. For purposes of clarity, in the event of a termination the Licensed Software and Licensed Materials (other than for cause), the accessible Software and Licensing Materials shall be the version in place at the time of the termination.

IV. Delivery/Access of Licensed Materials to LICENSEE

Except as otherwise provided in an applicable Schedule, LICENSOR will provide Licensed Materials to LICENSEE in the following manner:

1. Network Access. The Licensed Materials will at all times be stored by LICENSOR at a hosted location within the United States and standard LICENSOR documentation may also be stored at one or more LICENSOR locations in digital form accessible by telecommunications links between such locations and authorized networks of LICENSEE. LICENSOR agrees that the hosted locations shall be located only in the United States. LICENSEE's consent shall be required for any hosted location(s) outside of the United States.
2. Documentation/Media. Copies of User Manuals and similar standard product Documentation will be provided to LICENSEE via electronic format. This electronic material must be kept behind a secure environment (user ID and password protected) at all times. No software, documentation, media or screenshots may be exposed to the open Internet without adequate security measures.
3. File Transfer. Copies of Licensed Materials and Licensed Software will be provided to LICENSEE through electronic transfer (by means of secure File Transfer Protocol or otherwise) and/or secure access to hosted applications.

V. Fees for Licensed Materials and Services

LICENSEE shall make payment to LICENSOR for the Licensed Materials and Services pursuant to, and in accordance with, the terms set forth in each applicable Schedule. LICENSEE is a tax exempt non-profit organization and will provide documentation to LICENSOR establishing its tax exempt status. Accordingly, LICENSOR shall not add any state or local sales tax. All amounts stated herein do not include any sales taxes.

VI. Authorized Use of Licensed Materials

1. Authorized Users. Unless otherwise provided on a Schedule, all Licensed Materials shall be for unlimited Authorized Users.



2. Authorized Uses. In addition to any rights expressly granted under Article III and this Article VI, LICENSEE and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever LICENSEE's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.
3. Without limitation on the foregoing paragraph, the Licensed Materials may be used for purposes of research; education or other non-commercial use as follows:
 - a. Display. LICENSEE and Authorized Users shall have the right to electronically display the Licensed Materials.
 - b. Digitally Copy. LICENSEE and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.
 - c. Print Copy. LICENSEE and Authorized Users may print a reasonable portion of the Licensed Materials.
 - d. Archival/Backup Copy. Upon request of LICENSEE, LICENSEE may receive from LICENSOR and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise LICENSEE's rights under Section XII, "SaaS License", of this Agreement.
 - e. Training Packs. LICENSEE and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Training Packs or other educational materials.
 - f. Electronic Reserve. LICENSEE and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by LICENSEE and/or its parent institution.
 - g. Databases. If the Licensed Materials are a database, compilation, or collection of information, Authorized Users shall be permitted to extract or use information contained in the database for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
 - h. Electronic Links. LICENSEE may provide electronic links to the Licensed Materials from LICENSEE's web page(s), (to Authorized Users only) and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. LICENSOR staff will assist LICENSEE upon request in creating such links effectively. LICENSEE may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by LICENSOR.
 - i. Caching. LICENSEE and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
 - j. Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief



excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

- k. Limitations Inapplicable to License Data. Nothing in this Article VI is intended to limit LICENSEE's or its Authorized Users' extraction or use of Licensee Data, whether or not stored or managed by the Licensed Software or in a database included in Licensed Materials.

VII. Access by and Authentication of Authorized Users

4. LICENSEE and its Authorized Users shall be granted access to the Hosted Services and Licensed Materials pursuant to the following:
 - a. Passwords. Authorized Users shall be identified and authenticated by the use of usernames and passwords assigned by LICENSEE. LICENSEE shall be responsible for issuing and terminating passwords and verifying the status of Authorized Users with use of LICENSOR's Level-One System Admin panel.
 - b. Developing Protocols. If new identification/authentication protocols are developed to replace or complement the use of usernames and passwords, Authorized Users shall be identified and authenticated by such other means and protocols as may be mutually agreed by the Parties during the term of this Agreement.

VIII. Specific Restrictions on Use of Licensed Materials

1. Unauthorized Users. Except as specifically provided elsewhere in this Agreement, LICENSEE, shall take reasonable measures, and shall not knowingly permit anyone other than Authorized Users, to use the Licensed Materials.
2. Modification of Licensed Materials. LICENSEE shall not modify or create a derivative work of the Licensed Materials (other than abridging or excerpting Documentation or training materials) without the prior written permission of LICENSOR or as otherwise provided in this Agreement. Revisions to the Documentation shall not amend or otherwise modify the terms of this Agreement.
3. Removal of Copyright Notice. LICENSEE may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

IX. LICENSOR Performance Obligations

1. Availability of Licensed Materials. Upon receipt of signed Agreement, and any initial payment required upon execution, LICENSOR shall make the Licensed Materials available to LICENSEE and Authorized Users. LICENSEE will receive the most "up-to-date" version of LICENSOR software subject to the Schedule. LICENSOR shall support software (e.g., that software hosted by LICENSEE or LICENSOR) under the Hosted Services for up to one (1) previous version of the most recent version of the Licensed Materials in use by LICENSEE.
2. Documentation. LICENSOR will provide and maintain help files and other appropriate user Documentation.
3. Support. LICENSOR will offer activation or installation support, including assisting with the implementation of any LICENSOR software. LICENSOR will offer reasonable levels of continuing software maintenance (including updates and patches) and support to assist LICENSEE and Authorized



Users in use of the Licensed Materials and the Application Sites. LICENSOR will make its personnel available by email, phone or fax during regular business hours, between 8 AM and 5 PM Pacific Standard Time, except during national holidays, for the term of this Agreement for feedback, problem-solving, or general questions. With respect to Schedule No. 1, the applicable Maintenance and Support Agreement (SLA).

4. Training. LICENSOR will provide appropriate training to LICENSEE staff relating to the use of the Licensed Materials and any LICENSOR software (if purchased), as described in, and subject to the terms of the applicable Schedule.
5. Quality of Service. LICENSOR shall ensure that its server(s) have sufficient capacity and rate of connectivity to provide LICENSEE and its Authorized Users with a quality of service conforming to the Specifications and Service Level Agreements in each applicable Schedule, but no less than current standards in the on-line information provision industry in LICENSEE's locale.
6. Notification of Modifications of Licensed Materials. LICENSEE understands that Documentation included in Licensed Materials may be updated by LICENSOR from time to time. LICENSOR shall give written notice to LICENSEE of any such changes, not less than forty-five (45) days in advance of any such changes.
7. Completeness of Content. Where applicable, LICENSOR will inform LICENSEE of instances where online content differs from the print versions of the Licensed Materials solely to reflect current, complete and accurate descriptions of the Licensed Materials, provided that no terms of this Agreement or any Specifications or Documentation may be modified except in accordance with Article XXI. Where applicable, LICENSOR shall use reasonable efforts to ensure that the online content is at least as complete as print versions of the Licensed Materials, represents complete, accurate and timely replications of the corresponding content contained within the print versions of such Materials, and will cooperate with LICENSEE to identify and correct errors or omissions.
8. Continued Training. LICENSOR will provide regular system and project updates to LICENSEE as they become available, per update schedule. LICENSOR will provide updated User Manuals and/or release notes.
9. Notice of "Click-Through" License Terms or Other Means of Passive Assent. In the event that LICENSOR requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Authorized Materials, LICENSOR shall provide LICENSEE with notice of and at least 90 days to comment on such terms prior to their implementation. LICENSOR shall implement all reasonable suggestions of LICENSEE with respect to such terms. Any such terms that are to apply upon execution of this Agreement are attached hereto. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.
10. Withdrawal of Licensed Materials. LICENSOR reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. LICENSOR shall give written notice to LICENSEE of such withdrawal no later than forty-five (45) days prior to the removal of any item pursuant to this section; however, if LICENSOR believes that the withdrawal reasonably could or will materially impair the Licensed Materials or Services, LICENSOR shall provide LICENSEE no less than one hundred twenty (120) days' written notice of such impending withdrawal. In the event LICENSEE determines in its sole discretion, within forty-five (45) days of the



actual withdrawal and provides written notice to LICENSOR during such period, that the withdrawal has or will materially impair the utility of the Licensed Materials to LICENSEE, LICENSEE may terminate the affected Subscriptions and in such event shall receive a prorated refund with respect to the portion of the Subscription Term after the withdrawal date. In such event, LICENSOR shall, at LICENSEE's option, provide continued service to LICENSEE for a period of up to three (3) months at a pro-rated cost, in addition to its transition obligations under Article XIV.

11. Data; Information Security.

- a. General. LICENSOR represents and warrants that its collection, access, use, storage, disposal and disclosure of Licensee's Confidential Information (as defined below and which for clarity includes all Licensee Data) does and will comply in all material respects with all Applicable Laws (as defined below), including without limitation, the Privacy Laws and Healthcare Laws (as defined below). Without limiting LICENSOR's obligations under this Section VIII.11.a, LICENSOR shall implement commercially reasonable administrative, physical and technical safeguards to protect Licensee's Confidential Information (which for clarity includes all Licensee Data) that are no less rigorous than accepted industry practices or other applicable industry standards for information security, and shall additionally ensure that all such safeguards, including the manner in which Licensee's Confidential Information (which for clarity includes all Licensee Data) are collected, accessed, used, stored, processed, disposed of and disclosed, comply in all material respects with all Applicable Laws, including without limitation the Privacy Laws and the Healthcare Laws, as well as the terms and conditions of this Agreement.
- b. Security Audits. Each calendar year, LICENSOR, or a third-party service provider of LICENSOR, shall conduct a "ISO 27001/2" (or Equivalent) service audit examination related to operations at the LICENSOR facilities in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization, or its successor standard, as applicable. LICENSOR shall deliver to LICENSEE, within a reasonable time (but in no event later than one (1) month) after the issuance by LICENSOR and/or such third-party service provider, a copy (or, if and as requested by LICENSEE from time to time, a specific number of copies) of the report produced in connection with such examination (the "Service Auditor's Report"). LICENSOR will promptly (within 90 days) address any exceptions noted on such reports with the development and implementation of a corrective action plan, by LICENSOR's management.
- c. LICENSEE Audits. Upon 60 days written notice, LICENSEE shall have the right to conduct or have conducted by a third party, an audit of LICENSOR's facilities and policies and procedures to verify that at least the minimum security levels are in place and being enforced, including confirming that Licensee's Confidential Information (which for clarity includes Licensee Data) are being stored and managed only at authorized locations. Such audits shall happen no more than once per year during the term of this Agreement and all costs shall be at the expense of LICENSEE.
- d. Implementation of Developing Security Protocols. LICENSEE and LICENSOR shall cooperate in the implementation of reasonable security and control protocols and procedures on their respective systems, as relevant to the Licensed Materials and Services, as they may be developed during the term of this Agreement.
- e. Schedules. A Schedule may include additional security-related representations and warranties, or additional security obligations, with respect to specific Application Sites, hosted Licensed Materials, or hosted Licensee Data.



- f. Unauthorized Data Access. LICENSOR shall, within two (2) business days of discovery, report to LICENSEE any use or disclosure of Licensee's Confidential Information (including Licensee Data) not authorized by this Agreement or in writing by LICENSEE. LICENSOR's report must identify, to the extent known: (a) the nature of the unauthorized use or disclosure, (b) the Confidential Information used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what LICENSOR has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action LICENSOR has taken or will take to prevent future similar unauthorized use or disclosure. LICENSOR shall provide such other information, including a written report, as reasonably requested by LICENSEE.
- g. Data Retrieval.
- (i) LICENSEE shall have the right, including through one or more Licensee systems administrators, at all times during the term of this Agreement, and, if applicable, following any termination of this Agreement for any reason whatsoever in LICENSEE's sole discretion, including for purposes of e-discovery, to access, copy and/or remove any or all Licensee Data. LICENSEE, including through one or more Licensee system administrators, may access, copy and/or remove any or all Licensee Data by using the management console for the Services and/or any applicable LICENSEE application. In addition, in connection with LICENSEE's response to an e-discovery request or other action related to a legal proceeding, governmental request, or a claim or demand made pursuant to the United States Copyright Law or otherwise, upon LICENSOR's receipt of written request from LICENSEE, LICENSOR will provide LICENSEE with any existing logs or other information applicable to LICENSEE.
- (ii) Bankruptcy. Without limitation of the foregoing or of any other provision contained in this Agreement, if LICENSOR files a petition seeking to take advantage of any law relating to the bankruptcy or insolvency of LICENSOR or is adjudicated to be bankrupt, or is the subject of a petition seeking the liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness of LICENSOR, or if LICENSOR becomes insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed for LICENSOR and as result thereof LICENSEE is no longer able to access, copy and/or remove Licensee Data, in the ordinary course of business, then within five (5) business days following LICENSOR's receipt of written request from LICENSEE, LICENSOR will, as specified by LICENSEE in such written request, either (i) enable the Services for a period of at least thirty (30) days for use by LICENSEE (including through one or more LICENSEE system administrators) in order that LICENSEE can access, copy and/or remove all Licensee Data using the management console or any application; or (ii) electronically deliver to LICENSEE in a readily usable format all Licensee Data segregated on a per account basis.
- (iii) Response to Legal Orders, Demands or Requests for Data. Upon receipt of a valid legal process (the "Legal Request"), LICENSOR will attempt to redirect the requesting party to LICENSEE to acquire any of Licensee's Confidential Information (which for clarity includes Licensee Data). If LICENSOR's redirecting efforts are unsuccessful, and provided LICENSOR is not prohibited by law from doing so, LICENSOR will, prior to disclosure, provide as much advance notice as possible, but at least thirty (30) days advance notice if at all possible to LICENSEE of the Legal Request, which notice will include, to the extent permitted by law, a copy of the Legal Request received by LICENSOR. LICENSOR will thereafter respond to a Legal Request on or around the last day permitted pursuant to the Legal Request unless LICENSEE has taken appropriate legal steps (e.g., motion to quash or motion for a protective order) to stop or limit LICENSOR's response. With respect to any legal process served on LICENSEE for which LICENSEE intends to respond, LICENSEE will have access to and may extract for itself, Licensee's Confidential Information. If LICENSEE is unable to access Licensee's Confidential Information using the tools and



Documentation provide by LICENSOR, then, upon request, LICENSOR will, at no cost to LICENSEE, provide commercially reasonable assistance to enable LICENSEE to obtain for itself and extract Licensee's Confidential Information.

12. Software Escrow. LICENSOR shall, within 30 days of the Effective Date, place one (1) complete copy of the source code, object code, and executables of the Licensed Software and Documentation as reasonable and necessary for Licensee's continued use thereof to access the Licensed Software and Services (the "Escrow Materials") with a mutually acceptable escrow agent and subject to a mutually agreeable software escrow agreement consistent with the terms of this Section 12, and otherwise having industry standard terms. LICENSOR shall continue to make deposits of the Escrow Materials as necessary to ensure that such Escrow Materials are the most current versions but not less frequent than every six (6) months thereafter throughout the remainder of the term of this Agreement. LICENSEE shall pay those costs set forth on a Schedule for such escrow arrangement. LICENSEE shall have the right at any time and at its sole costs, to require the escrow agent to verify that the copy of the Escrow Materials placed in escrow is the correct version and functions in accordance with the Documentation and LICENSOR shall cooperate fully with such verification. The Escrow Materials shall be released to LICENSEE upon the occurrence of any of the following: (a) dissolution or other cessation of business of LICENSOR and no other entity has assumed the obligation to maintain and support the Licensed Software; (b) bankruptcy or similar proceedings in which LICENSOR is unable or unwilling to continue to perform all of its obligations under this Agreement; (c) LICENSOR sunsets or discontinues functional development or support of the Licensed Software; or (d) LICENSOR is in material breach of the support and maintenance terms of this Agreement and such breach is not cured as provided in Section XIII.1 and LICENSOR does not provide LICENSEE with the transition services upon such termination as outlined in Section XIV(each of the foregoing, a through d, a "Release Event"). Effective automatically upon the occurrence of a Release Event, LICENSOR shall grant and hereby grants to LICENSEE a non-exclusive, non-transferable, nonsublicensable, limited license to access and use the Escrow Materials as reasonable and necessary for LICENSEE's continued use and support of the version of the Licensed Software as then installed in accordance with the terms of this Agreement. The release of the Escrow Materials does not grant LICENSEE any rights in or to the Licensed Software, the Escrow Materials or any other Licensor Intellectual Property, except as expressly set forth in this Section 12.

13. Insurance. LICENSOR shall maintain, during the term of this Agreement and each Purchase Order hereto or applicable Statement of Work, and for a period of six (6) months after the expiration or termination of this Agreement and all Purchase Orders or Statements of Work, with companies rated A.M. Best "A-" or stronger and licensed in all states applicable to this Agreement, (i) Worker's Compensation insurance in accordance with the laws of the governmental bodies having jurisdiction; (ii) general liability insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (iii) errors and omissions insurance with coverage limits not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and (iv) automobile liability insurance on any owned, non-owned or hired vehicle with limits of at least \$1,000,000 per occurrence combined single limit bodily injury and property damage. All insurance policies required herein shall, to the extent permitted under the terms of the applicable policy and at no material additional cost: (a) name LICENSEE and any LICENSEE Affiliate as an additional insured (except for any Worker's Compensation policy); (b) contain an endorsement stipulating that LICENSOR's policies are primary to and not contributory with any other policies affording coverage to LICENSOR, LICENSEE and all other named insureds, including any self-insurance retention maintained by LICENSEE; and (c) provide that LICENSOR shall be solely responsible for the payment of any premium or assessment, with no recourse against LICENSEE. Certificates of Insurance evidencing coverage required in this Agreement shall be issued and delivered to LICENSEE on the Effective Date of this Agreement or within a reasonable short time thereafter. To the extent permitted under the terms of the policies, all workers compensation policies will contain a waiver of subrogation in favor of LICENSEE. LICENSOR shall provide thirty (30) days' prior written notice to LICENSEE before any material change, amendment,



cancellation, or expiration without renewal of any insurance policy required under this Agreement. The insurance coverages required by this Agreement are minimums required for protection of LICENSEE and are not intended to cover all risks to which LICENSOR may be exposed. LICENSOR acknowledges the need to consult LICENSOR's own insurance professional to determine what kind and how much insurance to purchase to cover LICENSOR's risk exposures. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor/Contractor/Operator in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

14. Subcontracting. LICENSOR shall not itself, and shall not permit any person or entity to, subcontract any Services, in whole or in part, without LICENSEE's prior written consent. Without limiting the foregoing, LICENSOR shall ensure each LICENSOR subcontractor complies with all relevant terms of this Agreement (which for clarity includes Attachments), including the provisions relating to Licensee's Confidential Information (which for clarity includes Licensee Data), LICENSEE's consent to any subcontractor shall not relieve LICENSOR of its representations, warranties or obligations under this Agreement, and LICENSOR shall remain responsible and liable for any and all performance required hereunder, and the acts and omissions of each subcontractor, to the same extent as if such acts or omissions were by LICENSOR.

X. LICENSEE Performance Obligations

1. Provision of Notice of License Terms to Authorized Users. LICENSEE shall provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
2. Protection from Unauthorized Use. LICENSEE shall inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) LICENSOR may terminate such Authorized User's access to the Licensed Materials, and/or (b) LICENSEE may terminate such Authorized User's access to the Licensed Materials upon LICENSOR's request.
3. Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, LICENSEE shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. LICENSEE shall also maintain the confidentiality of any institutional passwords provided by LICENSOR. Usernames and passwords shall also be forwarded to LICENSEE for user support identification.

XI. Mutual Performance Obligations

1. Confidentiality of Licensee Data. LICENSOR and LICENSEE agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by LICENSEE and its Authorized Users. Further, LICENSOR shall hold confidential, whether or not so marked, any oral or written information, regardless of format, that LICENSOR obtains or uses in connection with performing this Agreement or providing or



supporting the Licensed Materials or Services hereunder, including but not limited to data, designs, drawings, specifications, technical data, models, operations information, manufacturing processes or methods, trade secrets or other proprietary data delivered, disclosed, or made available to LICENSOR by LICENSEE or Authorized Users (collectively, “**Licensee’s Confidential Information**”). LICENSOR shall not, without LICENSEE’s written consent, allow anyone to access Licensee’s Confidential Information, except its personnel solely as necessary to perform LICENSOR’s obligations hereunder. Licensee’s Confidential Information may be used by LICENSOR solely for purposes directly related to providing or supporting the Licensed Materials or providing the Services to LICENSEE as required hereunder. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall also be used solely as necessary to perform the Services and shall not be provided to any third party. For the avoidance of doubt, Licensee Data is considered Licensee’s Confidential Information, and LICENSEE is the sole owner of all Licensee Data and all intellectual property rights therein and LICENSOR shall obtain no rights whatsoever in such data.

2. Confidentiality of Protected Health Information. Only to the extent that Licensee Data includes Protected Health Information (as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, “**HIPAA**”)), LICENSOR agrees to comply with (i) all Applicable Laws relating to the maintenance, uses, and disclosures of such Protected Health Information, including without limitation, HIPAA and Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (collectively, “**Healthcare Laws**”) and (ii) the terms of the Business Associate Agreement attached hereto as Attachment C of Schedule 1 (the “**Business Associate Agreement**”).
3. LICENSOR FERPA Obligations. LICENSOR acknowledges that Licensee Data may include records, or information from records, that are subject to the Family Educational Rights and Privacy Act (“**FERPA**”), 20 U.S.C. Section 1232(g), and that to the extent this is the case, LICENSOR will be designated as a “School Official” (as that term is used for FERPA and its implementing regulations) with a legitimate educational interest in any education records (as such term is defined in FERPA) to the extent LICENSOR requires access to those records to fulfill its obligations under this Agreement. As such, LICENSOR agrees that it will hold all Licensee Data in strict confidence, abide by FERPA’s limitations on re-disclosure of personally identifiable information in education records, and will not use or disclose Licensee data except (a) as required to provide the Services hereunder to LICENSEE, (b) as authorized by the LICENSEE in writing, or (c) as required by law, but only to the extent permitted and only in the manner prescribed by law.

XII. Term

1. This Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter or until either LICENSEE or LICENSOR provides ninety (90) days prior written notice of its intent to terminate this Agreement, or an Early Termination occurs under Section XIII.
2. Termination under this Section XII (not under Section XIII) shall only mean that the Parties no longer have authority to enter into new Schedules or Licenses under the terminated Agreement, but shall not affect any then-existing Schedules or Licenses (whether perpetual or for a Subscription Period), which shall continue in effect pursuant to the terms thereof, and shall continue to be governed by the terms of this Agreement, which shall survive during such term notwithstanding the provisions of Section XII.1.

XIII. Early Termination

1. In the event that either Party asserts that the other party has materially breached any obligations under this Agreement, or if LICENSOR asserts that LICENSEE has exceeded the scope of a License, such party shall



so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

2. Upon Termination of this Agreement under this Section XIII, access to the Licensed Materials by LICENSEE and Authorized Users shall be terminated, and subject to the provisions regarding return of License Data to LICENSEE hereunder, LICENSOR shall, within ten (10) business days after LICENSEE's written request at any time and subject to any contrary obligations under Applicable Law, LICENSOR shall at LICENSEE's direction promptly destroy and erase from all systems it directly or indirectly uses or controls (a) all of Licensee's Confidential Information and copies of all documents, materials and other embodiments and expressions in any form or medium that contain, reflect or incorporate or are based on Licensee's Confidential Information, in whole or in part, or (b) solely such specific Licensee's Confidential Information, databases or other collections or articles of Licensee's Confidential Information as LICENSEE may request, and provide a notarized written statement to LICENSEE certifying that it has complied with the requirements of this Section XIII.2.
3. In the event of early termination permitted by this Section XIII for uncured material breach by LICENSEE, LICENSOR shall be entitled to the fees due for work completed. In the event of early termination permitted by this Section XIII caused by uncured materials breach by LICENSOR (e.g., failure to deliver the products and services or for the Licensed Software to not perform substantially in accordance with its documented specifications), LICENSEE shall be relieved of all payments as of the date of such failure. For purposes of clarity, all outstanding Fees for the Licensed Materials and Services prior to any such uncured failure are due and payable to LICENSOR.

XIV. Transition After Termination

1. LICENSOR acknowledges that LICENSEE and LICENSEE's Authorized Users have a critical interest in continued access to the Licensee Data after any termination or expiration of this Agreement. Therefore, upon any termination or expiration of this Agreement (whether for cause, without cause, or for any other reason), and without limiting the provisions in Section IX.11.f, LICENSOR agrees: (1) to provide, within fifteen (15) business days following LICENSEE's request, a full and complete copy of all Licensee Data then in LICENSOR's possession, in a standard, quality, and usable data format (.CSV or equivalent); and (2) as otherwise requested by LICENSEE, to cooperate fully and in good faith with LICENSEE in effectuating a transition of the Licensee Data to LICENSEE's own systems or to the systems of a different vendor selected by LICENSEE, and to make an orderly transition of the Services. LICENSEE shall pay LICENSOR its then-current standard labor rates for time expended in such efforts (rates subject to Schedule 1, #8). Except to the extent compliance with this provision would be prohibited by law or is against the order of any U.S. government agency, LICENSOR's obligations under this Section are absolute, unconditional and irrevocable.
2. LICENSOR shall not withhold production of Licensee Data because of an asserted breach by LICENSEE of this Agreement for any reason. LICENSOR acknowledges that its failure to abide by this Section would cause LICENSEE irreparable harm for which LICENSEE would have no adequate remedy at law and, therefore, LICENSEE shall be entitled to seek and receive immediate injunctive or other available legal or equitable relief in any court of competent jurisdiction, without posting bond, to compel LICENSOR to immediately produce to LICENSEE the Licensee Data described in this Section. LICENSOR, while not waiving any right or claim that LICENSOR may otherwise have under this Agreement or at common law, hereby waives, discharges and releases, for now and for the future, any claim, demand, assertion of breach or other reason that LICENSOR has or may in the future have as the basis for nonperformance of



LICENSOR's obligations under this Section, but the effect of such waiver, discharge and release is limited only to the extent necessary to require LICENSOR to comply with its obligations under this Section.

3. A Schedule may provide for additional or different transition services to be provided by LICENSOR.

XV. Warranties and Indemnities

LICENSOR represents and warrants that:

- a. LICENSOR has the right to license the rights granted under this Agreement to use Licensed Materials and the Services, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials and the Services by Authorized Users in accordance with the terms of this Agreement will not infringe the copyright or other proprietary or intellectual property right of any third party.
- b. The Licensed Software and the Services shall be free from material defects and shall conform in all material respects to its Documentation and Specifications.
- c. If Licensed Materials are delivered to LICENSEE on physical media such as CD-ROMs, such media shall be free from defects in materials and workmanship under normal use.
- d. The Licensed Materials and any hosted Services shall be delivered free of any viruses or other malicious code (i) designed to disrupt, disable, corrupt, harm or otherwise impede or distort (including non-harmful changes to setup) the operation of the Licensed Materials, or any LICENSEE or Authorized User's systems, networks, devices, programs, or data, (ii) designed to permit an unauthorized user to gain access to any of the foregoing, or (iii) that will impair the Licensed Software's performance (collectively "Malicious Code"). In the event that any Malicious Code is identified that was contained in or caused by software provided by LICENSOR, LICENSOR shall take all reasonable steps necessary to test a new copy of the Licensed Materials for the presence of Malicious Code; furnish LICENSEE with a new copy of the affected Licensed Materials without any Malicious Code; install and implement such new copy of the Licensed Materials, and restore to the extent possible any and all data or programming lost by LICENSEE as a result of such Malicious Code.
- g. LICENSOR will deliver the Licensed Materials in a manner that will employ no mechanism(s) (other than lock-offs designed to keep LICENSEE from using software it has not yet obtained the right to license) that may disable or impede the use of the licenses.
- h. LICENSOR agrees to maintain the applicable Documentation to remain current and accurate and to notify LICENSEE of any material changes to the Documentation within thirty (30) days of those changes.
- i. The Licensed Materials provided to LICENSEE hereunder shall be the latest versions generally available to LICENSOR's customer base as of the date of delivery unless otherwise agreed.
- j. LICENSOR will provide all services hereunder in a timely, professional and workmanlike manner.
- k. LICENSOR is not debarred or suspended, or proposed for debarment, or declared ineligible for the award of contracts, by any federal agency. LICENSOR's acceptance of this Agreement constitutes certification that LICENSOR is not disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency. LICENSOR agrees to notify LICENSEE immediately in the event there is any change in such status.



- l. There is no suit or action, or legal, administrative, arbitration, or other proceeding or governmental investigation affecting LICENSOR pending, or to the best knowledge and belief of LICENSOR, threatened against LICENSOR that materially or adversely affects, or is likely to materially or adversely affect, the business of LICENSOR relating to this Agreement or its ability to satisfactorily perform its obligations hereunder. LICENSOR further warrants and represents that there is no outstanding judgment, decree or order against LICENSOR that affects, or is likely to affect, the ability of LICENSOR to provide the Software, and perform the services and other performances under this Agreement in any way.
- m. The Licensed Software will, through the interfaces provided by LICENSOR, be interoperable with the relevant Licensee systems and accept and output data compliant with HL-7 standards or other relevant standards that exist for transfer of that data, or those standards mutually agreed by the Parties.

XVI. Limitations on Warranties

1. LICENSOR agrees that it shall, at its own expense, indemnify, defend and hold LICENSEE and its Affiliates and Authorized Users, and its and their respective officers, directors, trustees, providers, employees, agents, contractors, and permitted successors and assigns, harmless against any losses, damages, liabilities, judgments, fines, penalties, costs or expenses, including reasonable attorneys' fees incurred by or arising out of any claim, suit or proceeding, whether rightful or otherwise, (a) that anything furnished under this Agreement infringes on any U.S. patent, trademark, copyright, or other intellectual property, or (b) LICENSOR's breach of any representation, warranty, covenant or obligation under this Agreement or violation of any Applicable Laws in connection with Licensor's performance under this Agreement (each, a "Claim"), and LICENSOR shall pay all damages and expenses arising from such Claim. If anything supplied under this Agreement is held by a court to constitute infringement and its use is enjoined, LICENSOR shall, at its own expense, and only with LICENSEE's written approval, either procure for LICENSEE the right to continue such use; or replace same with equal or better non-infringing products or services. LICENSEE will provide LICENSOR with prompt notice of any Claim for which indemnification may be sought hereunder and will provide commercially reasonable cooperation to LICENSOR in connection with the defense, settlement, or other disposition of any such Claim of which LICENSEE is notified hereunder by providing non-privileged information reasonably requested by LICENSOR solely for such purpose(s), to the extent LICENSEE is legally and contractually authorized to do so and subject to the terms of a mutually agreeable non-disclosure agreement.
2. Licensor acknowledges and agrees to indemnify, defend and hold harmless Licensee and its officers, directors, trustees, agents, attorneys, employees and assigns (collectively the "Indemnitees") from and against any and all liability, losses, damages, claims, causes of action, actions, suits, proceedings, investigations, and related costs or expenses (including reasonable attorneys' fees) by third parties (collectively the "Claims"), which directly or indirectly arise out of (I) the licensed software or (ii) any breach of any representation or warranty under this Agreement or any ancillary agreements or exhibits by Licensor. Licensor shall, at its expense, defend any such claim with counsel selected by Licensor and reasonably satisfactory to Licensee and the Attorney General of the State of Texas. Licensee shall promptly advise Licensor in writing of the commencement of any action, suit, proceeding or investigation which may result in a claim for indemnification hereunder and thereafter may, at its option, jointly participate in such defense and conduct of any action suit, proceeding or investigation and in the negotiation or settlement of



any claim, but no claim for which indemnification is sought shall be compromised or settled without the prior consent of Licensor and Licensee.

3. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and LICENSOR disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Except as otherwise provided hereunder, Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program not provided by LICENSOR in the software as delivered by LICENSOR in its original state. Without limiting any other provision of this Agreement, LICENSOR further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XVII. Limitation of Liability

1. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE LICENSED MATERIALS.
2. The foregoing limitations shall not apply to claims or damages arising out of (i) indemnification obligations; (ii) fraud, willful misconduct, or material violations of law; (iii) bodily injury or tangible property damage caused by the negligence or willful misconduct of a Party or its contractors; or (iv) material breaches of confidentiality, privacy, security, or data protection obligations under this Agreement or the Business Associate Agreement.

XVIII. Additional Clarifications

1. Access to LICENSEE's non-production and production environments is required for a range of activities, including but not limited to transfer of Licensed Materials from LICENSOR to LICENSEE, initial setup and configuration, and troubleshooting. It is the responsibility of LICENSEE to ensure these accounts are set up and maintained for all necessary access, including but not limited to application and database server, with appropriate administrative authorization, administrator database accounts and VPN access as necessary to all required environments. Further, it is the responsibility of LICENSEE to ensure all access has been granted and working properly before transfer is to begin. If LICENSOR encounters challenges accessing these environments then LICENSOR shall notify LICENSEE and, upon authorization from LICENSEE, troubleshoot the issues and charge LICENSEE an hourly rate. See included rate schedule.
2. Notwithstanding anything to the contrary contained in this Agreement, LICENSOR will comply with all laws, rules and regulations now or hereafter in effect, including without limitation, the Privacy laws and Healthcare Laws, that are applicable to LICENSOR's performance of its obligations under this Agreement (collectively, "**Applicable Law**"). If, as part of LICENSEE's standard policies and procedures regarding contractors working onsite or contractors with logon accounts to LICENSEE's network, LICENSEE required LICENSOR to execute standard document(s) prior to gaining access to LICENSEE's premises or systems (each such document, a "Standard Access Agreement"), the Standard Access Agreement will be binding on LICENSOR (including its personnel) upon LICENSEE's delivery to LICENSOR of an executed copy thereof. Upon LICENSOR's receipt of an executed copy of the Standard Access Agreement, the Standard Access Agreement shall automatically be deemed attached to this Agreement. If the Standard Access Agreement(s) are attached to this Agreement, the following terms will apply irrespective of those



terms: (a) LICENSOR will be responsible for LICENSOR personnel's and Subcontractors/Agents compliance with the Standard Access Agreement; and (b) in the event of a conflict between the terms of the Standard Access Agreement and the terms of this Agreement, this Agreement shall prevail over the terms of the Standard Access Agreement.

3. LICENSOR GDPR Obligations. Nothing under this Agreement or any ancillary agreements or exhibits relieves LICENSOR ("the processor and data importer") of its own direct responsibilities and liabilities under GDPR. If, and only to the extent that, the Licensee Data includes personal data (as such term is defined in the EU General Data Protection Regulation 2016/679 ("GDPR")), the Parties acknowledge and agree that LICENSOR is acting as a processor (as such term is defined in GDPR) for LICENSEE under this Agreement, and the Parties shall enter into a data processing agreement that complies with the requirements of GDPR.

XIX. Assignment and Transfer

1. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Parties may, without consent, but with at least 90 days' prior written notice to the other Party, assign this Agreement to a successor in interest pursuant to a merger, or the purchase of all or substantially all of its assets. Upon Licensee's receipt of any such notice, Licensee may terminate this Agreement, with the benefit of the transition provisions of Section XIV.1.
2. Changes to a Site or Enterprise Due to Acquisitions, and Mergers. If LICENSEE acquires or merges with an organization with an existing "Site License" LICENSOR shall work with the surviving organization in good faith to reasonably accommodate its changed circumstances within the context of this Agreement.

XX. Governing Law

This Agreement will be governed by the laws of the State of Texas, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any court of the State of Texas or any federal court of the United States, in each case located only in or with jurisdiction over Brazos County, Texas.

XXI. Dispute Resolution

In the event of a controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement, or any agreement contemplated by this Agreement, including interpretation, performance, or breach of this Agreement, or any claim based on contract, tort, or statute (a "Dispute"), the parties will first attempt to resolve the Dispute through communication between the Parties, except that either Party may seek an injunction at any time without limitation. If the Parties do not communicate or do not agree on a resolution of the Dispute within a reasonable timeframe not to exceed ten (10) business days, the Parties are each entitled to avail themselves of any remedies available, at law, equity or otherwise. 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. Notwithstanding the foregoing, each Party agrees that any breach or threatened breach by such Party of any of its obligations under this



Agreement may cause the other Party irreparable harm for which monetary damages would not be adequate and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including an restraining order, an injunction, specific performance, a declaratory judgment or other equitable relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section XVIII will survive the termination of this Agreement. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section I, II, IX.11.a, IX.11.f., IX.12, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII.

XXII. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control (“force majeure event”) including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Licensee may terminate this Agreement by written notice to Licensor if a force majeure event affecting Licensor’s performance hereunder continues substantially uninterrupted for a period of five (5) business days or more. Notwithstanding the foregoing or any other provisions of this Agreement, in no event shall any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions of the Licensor’s systems or Services or any of Licensor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Licensor’s systems or services; or (b) the delay or failure of any Licensor personnel to perform any obligation or Licensor hereunder unless such delay or failure to perform is itself by reason of a force majeure event. No force majeure event shall modify or excuse Licensor’s obligations hereunder regarding support, maintenance, service levels, availability, ownership, confidentiality, or indemnification.

XXIII. Entire Agreement

This Agreement, including all Schedules, exhibits, attachments, and appendices, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XXIV. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of LICENSOR and LICENSEE. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement even though Licensee may have accepted or signed such documents.

XXV. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, and unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXVI. Waiver of Contractual Right



Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXVII. Notices

All notices under this Agreement shall be by certified mail return receipt requested, express courier, or other commercially reasonable means providing proof of delivery, as follows:

If to iMedRIS:
iMedRIS Data Corporation
446 Missouri Ct.
Redlands, CA 92373
Attn: iMedRIS Contracts
Mitchell Desmarais

If to LICENSEE:
The Texas A&M University System
301 Tarrow, RM 273
Colege Station, TX 77840
Attn: Jeff Zimmermann

XXVIII. Miscellaneous

1. **No Referral Consideration.** It is not the intent of either LICENSEE or LICENSOR that any payments made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any goods or services. All payments made pursuant to in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the goods or services provided.
2. **Cost Reporting.** LICENSOR acknowledges that LICENSEE may report the cost of goods or services purchased from LICENSOR to government agencies. LICENSOR shall provide accurate and complete information to LICENSEE on the purchase price of the goods or services, including any discounts and rebates, so that LICENSEE may fulfill any applicable obligations.
3. **Recordkeeping.** Until the expiration of four (4) years after the furnishing of any services under this Agreement, LICENSOR shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of LICENSOR which are necessary to certify the nature and extent of costs incurred under this Agreement. If LICENSOR carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.
4. **Publicity.** LICENSOR shall not in any way or in any form publicize or advertise in any manner the fact it is providing products or services to LICENSEE without the express written approval of the LICENSEE for each item of advertising or publicity. However, nothing herein shall preclude LICENSOR from listing LICENSEE on its routine client list for matters of reference.
5. **Effect of Licensor Bankruptcy.** All rights and licenses granted by LICENSOR under this Agreement or the Escrow Agreement (which is supplementary to this Agreement) are and shall be deemed to be rights and



license to “intellectual property”, and the subject matter of this Agreement and the Escrow Agreement, including the Services and all escrow deposit materials comprising or relating to any of the Services, is and shall be deemed to be “embodiments” of “intellectual property” for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the “Code”) (11 U.S.C. 365(n)). Licensee shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement and the subject matter hereof and thereof.

6. Access by Individuals with Disabilities. Licensors represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Licensee 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 Licensors becomes aware that the EIRs, or any portion thereof, do not comply, then Licensors shall, at no cost to Licensee, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.
7. Certification as to Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, Licensors certifies that Licensors does not and will not, during the performance of this Agreement, boycott Israel. Licensee may terminate this Agreement if this certification is inaccurate.
8. Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, Licensors certifies that Licensors is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Licensee may terminate this Agreement if this certification is inaccurate.
9. Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, Licensors certifies that Licensors 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.
10. Conflict of Interest. Licensors and each person signing on behalf of Licensors 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.
11. Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, any payments owing to Licensors under this Agreement may be applied directly toward certain debts or delinquencies that Licensors owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
12. 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.

13. Not Eligible for Rehire. Licensor shall ensure that its employees performing services under this Agreement have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4.
14. 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.
15. Records Retention. Licensor shall preserve all contracting information, as defined under Texas Government Code Section 552.003(7), related to this Agreement for the duration of this Agreement and for seven years after the conclusion of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

iMedRIS Data Corporation:

BY: DocuSigned by: _____ DATE: _____
Mitchell Desmarais _____ DATE: 9/25/2020 | 18:29:27 EDT
 BY: 46F56DA76B3D4EB... _____

Print Name: William H. Schroeder

TITLE: CEO

Or

Print Name: Mitchell Desmarais

TITLE: Operations Coordinator

446 Missouri Ct, Redlands, CA 92373

www.iMedRIS.com

Sales@iMedRIS.com

Direct: 909-333-4081

The Texas A&M University System

BY: DocuSigned by: _____ DATE: 9/28/2020 | 17:21:35 CDT
Billy Hamilton _____
 Signature of Authorized Signatory of LICENSEE
 Print Name: Billy Hamilton Title: Deputy Chancellor and CFO



SCHEDULE 1 – INITIAL LICENSES AND PURCHASES

This Schedule No. 1 is entered into pursuant to the Master License and Services Agreement between Texas A&M University System (“LICENSEE”) and iMedRIS Data Corporation (“LICENSOR”) dated September 28, 2020 (“Master Agreement”).

The Effective Date of this Schedule is September 28, 2020.

1. **Licensed Materials, Services, and Fees:** The Licensed Materials and Services to be provided by LICENSOR, and the associated fees are as follows:

Scope Of Work (SOW)	iRIS Limited Enterprise		
	iRIS SaaS Application - iMedRIS Hosting Required		
All currencies are quoted in USD \$			
Item / Part Number	Description	One Time Cost	Monthly Recurring Cost
Compliance Modules			
iRIS Limited Enterprise License	Institutional Review Boards - 10 IRB Boards + 10 Committee - 10 IACUC Boards+ 10 Committees - 10 IBC Boards + 10 Committees -4,000 Annual "Active" Protocol Limit	\$ 32,000	\$ 6,708
QA Assistant (Optional)	1 Quality Assurance Assistant + 1 Auditor	\$ 2,500	\$ 525
ARC Assistant (Optional)	Institutional Review Board - Enterprise Edition - 60 active studies w/animals - First Year Support & Maintenance	\$ 750	\$ 750
	Total Module cost	\$ 35,250	\$ 7,983
Setup And Configuration			
Application Implementation & Training (One Time Cost)	Implementation - 400 hrs. Total 100 hrs - IRB Assistant 100 hrs - IACUC Assistant 100 hrs - IBC Assistant 50 hrs - QA Assistant (Optional) 50 hrs – ARC Assistant (Optional) - iRIS application training, setup, and configuration	\$ 50,000	\$ -
IT & Administration Configuration	One time initial Setup Cost user authentication, server access, & DB setup	\$ 1,000	\$ -
Data Migration (Optional)	Estimated cost for standard migration - 3 Modules (IRB, IBC & IACUC)	\$ 10,000	\$ -
Interface: CITI	CITI Training interface	\$ 500	\$ 100
	Sub Total	\$ 61,500	\$ 100
Application Hosting costs:			
Hosting Setup and Configuration	Setup and Configure servers, SSL, environment backups etc.	\$ 2,000	\$ -
Application Hosting: Production	Monthly cost to host Production Environment	\$ -	\$ 2,000
Application Hosting: Test	Monthly cost to host Test Environment	\$ -	\$ 600



Application Hosting: Dev	Monthly cost to host Dev Environment	\$ -	\$ 600
	Sub Total	\$ 2,000	\$ 3,200
		Total OTC	* Total MRC
		\$ 98,750	\$ 11,283
Annual Maintenance & Support (iMedris Hosted)	(17.5%) Effective the first day following the first year of signed contract (Year 2).		Included

- Regulatory board Limits can be increased by 100 active studies at a time for \$150 per month or a bulk negotiated cost can be discussed with TAMU for a larger increase to the licensing for a larger anticipated increase
- ARC Limits for each additional study will be \$10 per month or we could increase the limit by 50 for \$200 per month.

2. Additional Descriptions of Licensed Materials and Services

iRIS IRB/IBC/IACUC Assistant Limited Enterprise Edition

Review Board Assistants are the clinical researcher's electronic solution to reporting clinical research findings. The iRIS IRB/IBC/IACUC Software is highly configurable, allowing researchers to design their own forms and work flows, dynamic wizard forms, and work flows. Researchers are able to create, submit and manage protocols throughout the study lifecycle. All data captured within each module is securely stored and available for reliable reporting of needed data. The software speeds up application preparation by researchers and enhances their productivity by providing an intuitive user interface designed to enhance user experience. Previous time consuming routing and reviewing are now completed quickly via both internal notifications and external email alerts. Meeting times can be swiftly managed in the software, so that the entire study team is always present. The rapid and effective functionality of the modules creates a more efficient and streamlined research process.

Among other functionality, Review Board Assistant will enable LICENSEE to:

- Manage all aspects of LICENSEE's purchased IRB/IBC/IACUC review boards.
- Replicate LICENSEE's regulatory forms (initial application, continuing review, amendments, adverse events, etc.) and complete and submit them to LICENSEE's IRB/IBC/IACUC.
- Generate letters, meeting minutes, stipulations, vote, and member attendance and reviewer assignments.

10 full review boards and 10 committees are included in the license (per module). Additional Committees can be purchased for an additional fee

LICENSOR professional services to set up and configure workflow for more than ten Review Boards and ten committees (per module) will be subject to an additional fee per additional Review Board and committee.

Inclusions:



- Licensed Materials
 - All Licensed Software
 - iRIS Limited Enterprise License and functionality
 - Administrative manual for system administrator(s) (electronically provided)
 - Licenses for additional database: Test
 - CITI interface
 - Up to 350 hours of Implementation/training for entire project
 - Unlimited User Licenses
 - 4,000 “Active” protocol limit
 - iMedRIS training session at iMedRIS Data Corp. headquarters for up to 5 Employees (8 hours to be deducted from implementation hours)
 - Data Migration: Standard (Optional)
- Coordination by LICENSOR with LICENSEE’s IT Department to address questions regarding user access and IT support

Exclusions:

- Custom interface(s) to LICENSEE information systems not listed in this Agreement.
 - Any computer hardware (application server/database server)
 - Any technical support not relating to LICENSOR’s applications.
3. Specifications: Licensor and Licensee will work in good faith to fully define the scope of any additional needs for the projects. Attachments incorporating this Schedule by reference can be added with written and signed consent from an approved signatory from each party.
4. Optional Additional Services (At LICENSEE’s Option - Not Purchased and Subject to the Additional Fees listed below.)

All currencies are quoted in USD \$			
Implementation & Training Options	Description	One Time Cost	Monthly Recurring Cost
Enterprise Implementation Toolkit	Includes: <ul style="list-style-type: none"> - 24hrs. - Implementation & Training - Custom Form Set (2 Revisions) - Custom Workflow (2 Revisions) - Workflow Designer Training - Forms Designer Training - Report Builder Training - End User Training 	\$ 3,000	\$ -
On-Site Training (2 day) (Includes Travel, Lodging, and Food)	One (1) iMedRIS support personnel will conduct two consecutive eight (8) hour training sessions over two (2) days. (16 Hours Total)	\$ 6,000	\$ -
On-Site Training (1 day) (Includes Travel, Lodging, and Food)	Detailed on-site user training and support for Pre/Mid/Post "Go-Live" software implementations.	\$ 3,500	\$ -



User Training @ iMedRIS Headquarters	Training held at iMedRIS Data Corporation with assigned Senior Project Manager or training consultant. A minimum of two (1) full eight (8) hour day. Training is usually conducted in four (4) two-hour sessions throughout the day. Licensee can send up to Seven (7) staff members for onsite training at iMedRIS.	\$ 2,800	\$ -
Online User Training	Detailed online remote training between an iMedRIS Project Manager or consultant and client. Including custom training agenda (8 Hours)	\$ 1,400	\$ -

Corpus Christi Only: Dive Safety

Scope Of Work (SOW)	iRIS Enterprise	Date: 6/24/2020	
	SaaS Application - iMedRIS Hosted		
Item / Part Number	Description	One Time Cost	Monthly Recurring Cost
Compliance Modules			
FLEXboard Assistant	Institutional Review Board - Dive Safety - Activated for Corpus Christi	\$ 225	\$ 200
	Total Module cost	\$ 225	\$ 200
Setup, Implementation, and Configuration			
Implementation & Configuration Support	Implementation - 30 hrs. Total 30 hrs - FLEX Assistant	\$ 3,750	\$ -
Administration Fee	One time initial Admn fee	Waived	\$ -
	Sub Total	\$ 3,750	\$ -
		Total OTC	* Total MRC
		\$ 3,975	\$ 200
Remarks, Highlights & Exclusion	*in addition to (ARC) - Annual Recurring Cost	One Time Cost	Annual Recurring Cost
Annual Maintenance & Support (iMedris Hosted)	(17.5%) Effective the first day following the first year of signed contract (Year 2).		Included



5. Term of License for Licensed Materials: SaaS License - 5
6. Initial Subscription Term for Hosting Services: 5 Years
7. Initial Subscription Term for Other Hosting Services: N/A
8. Pricing for Additional Professional Services. The following rates will apply to out-of-scope services requested by LICENSEE:

Role	Hourly Rate*
Senior Developer	\$250
Staff Developer	\$200
Data Conversion Specialist	\$125
IT Technical Support	\$150
Project Management	\$125
Senior System Administrator	\$175
Staff System Administrator	\$100
Office Administrator	\$n/a

*LICENSOR hourly rates subject to increase by not more than 3% annually, beginning after 12-month anniversary of the Schedule Effective Date.

9. Payment Terms

Payments for all One Time Costs (OTC) will be invoiced in one (1) installments. The Monthly Recurring Costs (MRC - Subscription costs) are due from the date the software is installed and made available to the LICENSEE. LICENSEE is responsible for a total of 60 monthly payments if the Master Licensing and Services agreement is terminated prior to contract completion.

1st Installment: 100% of total One Time Costs (OTC) due upon contract execution

Other Installments: 100% of total Monthly Recurring Costs (MRC) due quarterly from the date the software has been installed, activated and made available LICENSEE on any production or non production environment.

10. Statement of Work and Project Timetable: The Services shall be performed in accordance with the Statement of Work and preliminary project timetable. LICENSOR shall provide an updated Statement of Work and a detailed Project Plan for LICENSEE's written approval within 30 days after the Effective Date of this Schedule.
11. Testing and Acceptance: LICENSEE shall have a thirty (30) day testing period from the date that the Licensed Software is first used in an operational, productive, non-test environment, utilizing actual Licensee data (the "Go Live date") to test the Licensed Software for complete and proper installation and functioning in accordance with the Specifications and Documentation. During the testing period, LICENSEE shall promptly provide notice to LICENSOR of any material problems or failures that it detects with the Licensed Software, including failure of the Software to conform to the Specifications and Documentation. Upon receipt of such notice, LICENSOR shall use reasonable efforts to remedy the failure within a reasonable period of time, not to exceed thirty (30) days unless otherwise agreed by the parties. In the event of such failure, unless otherwise agreed by the parties, the testing period shall be extended to the later of (i) 15 days from the date LICENSOR completes its correction of such failure or problems, or (ii)



the originally scheduled end date for the testing period. Acceptance of each component of the Licensed Software ("Acceptance") shall occur when LICENSEE delivers written notice to LICENSOR that the Licensed Software substantially complies with the Specifications and Documentation. If LICENSEE fails to deliver an acceptance certificate to LICENSOR within five (5) business days after the end of the testing period, LICENSOR may notify LICENSEE and request a response within five (5) additional business days. If LICENSEE does not deliver an acceptance certificate in response to such request, LICENSEE may, at its option and notwithstanding anything herein to the contrary, terminate this Agreement, in whole or in part, return the applicable Software to LICENSOR, and receive a refund of all amounts paid to date for all returned Software and associated Services.

12. System Requirements and Recommendations: Hardware, software, servers, and other environmental requirements (or additional/modified requirements), as determined by LICENSOR through Amazon Web Services (AWS).
13. Maintenance and Support: Maintenance and Support Services applicable to this Schedule are as set forth in Attachment B to this Schedule. Technical, customer service support and all updates, upgrades, bug fixes, new releases and new versions and other improvements to the software, including the Licensed Materials, that the LICENSOR provides at no additional charge to its other similarly situated customers, are included with the annual maintenance fee or subscription cost shown in the table in paragraph 1 for the duration of this Agreement, unless and until maintenance and support services are terminated or non-renewed by LICENSEE at its sole option. The technical/customer service support contract is included in the total contract Agreement price, which includes all defect resolution for modules, for additional instances of the database(s), and for any interfaces leased or purchased. Upgrades and/or enhancements will be provided no less than once per every 12 months. After the initial subscription term, LICENSOR may increase the annual maintenance fee by an amount not to exceed 3% of the prior year's fee during each renewal term. Any custom development items paid for and added to LICENSEE's instance of iRIS, during the current year, will be included in the Agreement total to calculate the following year's annual maintenance support fee (using a rate of 17.5% / 36 of the applicable custom development fees).
14. Service Levels: The Service Levels applicable to this Schedule are listed in Attachment B to this Schedule.
15. Training: Training is included within the implementation hours set forth in part 1 of this schedule (40hrs)
16. LICENSOR Contact(s): Mitchell Desmarais, Mdesmarais@imedris.com and or sales@imedris.com [*Project liaison(s), not necessarily the persons who will receive formal contract notices*].
17. LICENSEE Contact(s): Bruce Witney, brucewhitney@tamus.edu [*Project liaison(s), not necessarily the persons who will receive formal contract notices*].
18. Additional Terms: [*Add any specific terms relating to the specific Deliverables listed on this Schedule which override or supplement the terms of the Master Agreement.*]
 - a. User authentication. LICENSOR offers basic user authentication thru LDAP/Active Directory mapping. LICENSOR shall collaborate with LICENSEE in the implementation of a federated authentication system based on SAML Resources needed to integrate with LICENSEE's user authentication system will be charged at the IT Technical support rate below.
 - b. Re-training LICENSEE personnel. If LICENSOR is requested to retrain project team members or a System Administrator then LICENSOR has the option to charge for these services. At the discretion of



LICENSOR, the assigned LICENSOR project managers for LICENSEE, Senior Consultant or a Customer Service Representative would conduct this re-training at the associated rate via webinar or onsite.

c. Forms development: Development and revisions to “Smart” form development will be deducted from LICENSEE’s pool of configuration and support hours.

19. Attachments: The following Attachments, referenced above, are incorporated herein:
Attachment A – Maintenance and support services
Attachment B – Service Level Agreement (SLA)
Attachment C – Business Associate Agreement (BAA)
20. Acknowledgment of Master Agreement. This Schedule is issued pursuant to the Master Agreement. All terms, conditions, representations, and warranties of the Agreement are incorporated herein and made a part hereof as if they were expressly set forth in this Schedule. By their execution of this Schedule the Parties hereby reaffirm their consent to all of the terms, conditions, representations, and warranties of the Master Agreement except as expressly modified herein.

IN WITNESS WHEREOF, the parties have executed this Schedule No. 1 by their respective, duly authorized representatives as of the date first above written.

iMedRIS Data Corporation:

BY: DocuSigned by: _____ DATE: _____
Mitchell Desmarais
 BY: _____ DATE: 9/25/2020 | 18:29:27 EDT
 46F56DA76B3D4EB...

Print Name: William H. Schroeder
 Print Name: Mitchell Desmarais

TITLE: CEO
 TITLE: Operations Coordinator

446 Missouri Ct, Redlands, CA 92373
www.LICENSOR.com
Sales@LICENSOR.com
 Direct: 909-333-4081

DS

DocuSigned by:
Texas A&M University System:
 BY: BEDCDB889EA78479 _____ DATE: 9/28/2020 | 17:21:35 CDT
 Signature of Authorized Signatory of LICENSEE
 Print Name: Billy Hamilton Title: Deputy Chancellor and CFO



Attachment A to Schedule No. 1– Maintenance and Support Services

Help Desk Coverage Hours

Customer Support will be available during standard business hours. Designated phone numbers, email addresses, and names of support personnel will be identified. LICENSOR' Normal business hours are Monday –Friday 8:00 AM-5:00 PM PST.

Non-business hour notification support will be available 24 X 7 X 365. As a standard, this package includes, year round 24/7 online support and allows you to receive Tier 2 assistance on any technical issues or functional questions regarding your iRIS™ Enterprise software or hosting services by phone and/or email during normal business hours. Support tickets can be submitted 24/7 and will be treated as a Premium Support case by our team of Customer Service Representatives.

LICENSOR has included our Service Level Agreement (Attachment F) which defines user support. If Client decides to acquire iRIS™ within the proposed SaaS model, user support is included for the duration of the contract. The annual maintenance fee calculated from the pre-discounted contract price includes the standard Customer Support detailed above and also includes the application of builds, upgrades, and patches that LICENSOR releases throughout the year

Incident Severity Definitions:

<p>All calls will be classified into the following severity levels:</p> <p>Priority 1 - Urgent Priority 2 - High Priority 3 - Medium Priority 4 - low</p> <p>Note 1: Urgent problems will be worked on a 24 X 7 basis until resolved.</p> <p>Note 2: High priority problems will be worked during regular local business hours by production support.</p>	<p>Urgent: Users at Client cannot access iRIS. <i>Examples:</i> Server down, network down, database down, application down, etc.</p> <p>High: Client users can log in but service is seriously degraded <i>Examples:</i> Slow system performance (> 5 seconds page refresh) not affecting the ability to review or process protocols.</p> <p>Medium: Service is lost by a single user or small number of users, affecting significant functionality or inability to review or submit protocols.</p> <p>Low: Problem or incident where single users can operate the system normally, but a definite problem is identified although impact is minimal.</p>
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Severity	Response	Target Resolution	Status Call		
Priority 1 - Urgent	15 min	1 hours	Every 2 hrs		x
Priority 2 - High	30 min	2 hours	Every 4 hrs		x
Major - Medium	60 min	1 business day	Every 6 hrs		x
Ordinary - Low	60 min	2 – 4 business days	Upon closure		x



Client RESPONSIBILITIES

Area	Requirements	Specifications		
General	Support	<p>Will provide help desk (Tier 1) support for the hosted software during Client business hours, with availability for critical incident response 7 X 24 X 365.</p> <p>Client will supply after-hours notification contact and phone numbers so that technical staff can participate in after-hours support and/or critical incident response.</p> <p>Client will notify LICENSOR of any changes in network security configurations that may impact accessibility of software from Client or other domains.</p> <p>Client will reasonably cooperate with LICENSOR to schedule planned outages, develop change and outage notification procedures, and (optionally) develop automated monitoring script(s).</p>		x

1. Response Time. The response time shall be deemed to commence from the time that Licensor receives a support incident request from the support ticketing system, provided, however, that in the event Licensor notifies Licensee that it requires additional information to address the support Incident, the Resolution Time shall be deemed to commence once Licensor receives said information from Licensee. Response time for a validated Urgent incident means the time to respond to Licensee's support incident request and not the time taken by Licensor to resolve such Urgent incident. Licensor shall dedicate sufficient personnel and make commercially reasonable efforts to resolve all incidents within the Resolution Time set forth above and shall keep the Licensee fully informed of actions being taken until the incident is resolved or an acceptable workaround is provided.

Note: An urgent OnTime ticket must be created as the primary reporting mechanism. This may be followed up with a phone call but the phone call cannot replace the creation of the ticket. Acknowledgement will be documented in the OnTime ticket.



Attachment B to Schedule No. 1

Service Level Agreement (SLA)

This Attachment B represents a Service Level Agreement (“SLA”) between iMedRIS Data Corporation and LICENSEE for the provisioning of iRIS and related services required to support and sustain the iRIS. This SLA outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to LICENSEE by LICENSOR. The goal of this SLA is to obtain mutual agreement for IT service provision to LICENSEE by LICENSOR.

Urgent Description

Any systemic issue encountered that results in multiple errors on page (500 or 404 errors) or erroneous results while working in iRIS™ with appropriate authentication of user credentials, or any database connectivity issue that would result in loss of data/work.

When the core components of the software do not function as required, users are unable to login, navigate the system, create, edit, modify, and or delete the most common objects in the system. One of the critical interfaces has suffered a failure preventing connection or maintaining a connection suitable for transfer of necessary data.

The issues in this category are generally not random or intermittent or related to a single form, or user but are persistent issues and impacts large segments of the user population, a great number of submissions or are system-wide, affecting most or all users and in a live / production system (not non-prod).

Examples

- Server down, network down, database down, application down, etc.
- Unable to complete or submit
- Reviewers/ Staff members are unable access or process any submissions

Response Time

- 15-30 min. response time
- Verbal or Electronic acknowledgement of Error reported and identification of individual assigned to resolve error.
- M-F between 8am – 5pm PST.

Note: An urgent OnTime ticket must be created as the primary reporting mechanism. This may be followed up with a phone call but the phone call cannot replace the creation of the ticket. Acknowledgement will be documented in the On-Time ticket.

LICENSOR Action / Escalation

- Work 24x7 until Error Correction is achieved.
- Escalate if Error not corrected within 24 hours.
- If Workaround is provided, LICENSOR will continue to work 24x7 to correct the Error.
- Patch provided when possible, explanation provided if not possible.



Escalation Procedure if no fix provided:

- 24 Hours - Issue escalated to a Senior LICENSOR Support Manager who will update Senior LICENSEE Contact twice per day until the problem is resolved or an acceptable workaround has been given.
- 48 Hours – Issue escalated to the next higher level of management in both organizations.
- 72 Hours – Issue will be escalated to the LICENSOR and LICENSEE's Senior Management.

High Description

A Material restriction in iRIS™ means that a task that could only be completed within the system cannot be completed because the iRIS™ function is no longer accessible or will not correctly perform the function and a workaround has not been provided by LICENSOR to LICENSEE. Additionally, a material restriction can come from the software responding too slowly for the task to complete, resulting in a timeout.

Again, the issues in this category are generally not random or intermittent but are persistent issues and impacts large segments of the user population, a great number of submissions or are system-wide, affecting most or all users.

Note: When reporting these issues, please identify the function the user was attempting to perform and the material restriction preventing this function or report where in the system the system was the performance significantly degraded.

Examples

- Form doesn't move to next section on save and continue, unable to submit forms
- A widely used page needlessly takes an excessive amount of time to load (> 10 sec.)

Response Time

- 15-30 min. response time
- Verbal or Electronic acknowledgement of Error reported and identification of individual assigned to resolve error.
- M-F between 8am – 5pm PST.
Acknowledgement will be documented in the LICENSOR OnTime application.

LICENSOR Action / Escalation

- Work 24x7 until Error Correction is achieved or acceptable Workaround is achieved.
 - Escalate if Error or Workaround is not achieved within 24 hours.
 - If Workaround is provided LICENSOR will continue to work business hours to correct the Error.
 - Patch provided when possible, explanation provided if not possible
- Escalation Procedure if no fix provided:
- 24 Hours - Issue escalated to a Senior LICENSOR Support Manager who will update senior LICENSEE contact daily until the problem is resolved.
 - 48 Hours – Issue escalated to the next higher level of management in both organizations.
 - 72 Hours – Issue will be escalated to LICENSOR's and LICENSEE's Senior Management (e.g., Vice President)

Medium Description

Classified if, service is lost by a single user or small number of users affecting functionality or inability to review or submit forms. The Severity 3 issue is a type of Error that causes only minor impact on the use of the Software.



The issues in this category are usually bounded to a smaller population of users or a certain type or number of submissions.

Examples

One user cannot submit a form (perhaps due to account configuration), error when a user tried to run a report, or a certain property is not functioning as documented or expected (turn field on/off, read only behavior).

Response Time

- 24 hour response time
 - Verbal or Electronic acknowledgement of Error reported and identification of individual assigned to resolve error.
 - M-F between 8am – 5pm PST.
- Acknowledgement will be documented in the LICENSOR On-Time application

LICENSOR Action / Escalation

Error correction or acceptable Workaround provided within 1 week. Error correction included in the next release of Software if Workaround is initially provided to address problem.

Low Description

Problem or incident where single users can operate the system normally, but a definite problem is identified although impact is minimal.

Issue may be a usage questions. LICENSOR concurs and adds simple, small issues to this category. The issues in this category can wait for the next release to resolve.

Examples

- Label change, typo, default selection is wrong; a question on how something works or why it works a certain way.
- Usage questions

Response Time

- 48 hour response time
 - Verbal or Electronic acknowledgement of Error reported and identification of individual assigned to resolve error.
 - M-F between 8am – 5pm PST
- Acknowledgement will be documented in the LICENSOR On-Time application

LICENSOR Action / Escalation

- Questions answered within one week.

Guarantee of response to Critical Issues. LICENSOR agrees that in the event LICENSEE reports a critical issue as described above, that LICENSOR shall put forth its best effort.



Attachment C to Schedule No. 1

Business Associate Agreement

ATTACHMENT C TO SCHEDULE 1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) by and between The Texas A&M University System, an agency of the State of Texas (“**A&M System**”), and iMedRIS Data Corporation, a California corporation (“**Business Associate**”), shall be effective as of September 28, 2020 (the “**Effective Date**”).

WHEREAS, A&M System and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “**Business Arrangements**”) pursuant to which Business Associate may provide products and/or services for A&M System that require Business Associate to access, create, maintain, and use health information that is protected by state and/or federal law.

WHEREAS, A&M System and Business Associate desire to comply with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), and other related Texas laws and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (together, the “**HIPAA Rules**”).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the applicable Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Definitions

- a. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the HIPAA Rules.
- b. “**Business Associate**” shall have the same meaning as the term “business associate” at 45 CFR Section 160.103, and in reference to this Agreement, shall mean iMedRIS Data Corporation.
- c. “**Covered Entity**” shall have the same meaning as the term “covered entity” at 45 CFR Section 160.103, and in reference to this Agreement, shall mean (i) A&M System or its member institution (“System Member”) or (ii) any third party that discloses PHI to A&M System or System Member pursuant to a business associate agreement in which A&M System or System Member is the Business Associate.
- d. “**Electronic Protected Health Information or EPHI**” shall mean Protected Health Information that is transmitted or maintained in Electronic Media.
- e. “**Protected Health Information or PHI**” shall mean Protected Health Information, as defined in 45 CFR Section 160.103, and is limited to the Protected Health Information accessed, received, maintained, created or transmitted by Business Associate in its performance of the Underlying Services.

- f. **“Underlying Services”** shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Business Associate pursuant to the Underlying Agreement.
- g. **“Underlying Agreement”** shall mean the written agreement(s) (other than this Agreement) by and between the parties pursuant to which Business Associate has access to, receives, maintains, creates or transmits PHI in connection with the provision of the services described in those agreement(s) by Business Associate or in performance of Business Associate’s obligations under such agreement(s).

II. Business Associate Obligations.

This Agreement shall only apply to the extent that (1) A&M System or its member institutions are a Covered Entity or (2) Business Associate has access to, receives, maintains, creates or transmits PHI in connection with the provision of the Underlying Services or in performance of Business Associate’s obligations under the Underlying Agreement(s).

All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the HIPAA Rules or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable (collectively referred to hereinafter as the **“Confidentiality Requirements”**) if the PHI were used or disclosed by A&M System or System Member or the applicable Covered Entity in the same manner.

III. Use of Protected Health Information

Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. Section 164.504(e). Furthermore, Business Associate shall only use (or permit the use of) PHI (i) for the purpose of performing services for A&M System or System Member as such services are defined in Business Arrangements and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. For avoidance of doubt, under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by A&M System, System Member or the applicable Covered Entity. To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

IV. Disclosure of Protected Health Information

Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as

permitted or required by applicable federal or state law. Business Associate recognizes that under the HIPAA/HITECH Omnibus Final Rule, Business Associates may not disclose PHI in a way that would be prohibited if A&M System, System Member or the applicable Covered Entity made such a disclosure. Any disclosures made by Business Associate shall comply with minimum necessary requirements under the Privacy Rule and related regulations.

Business Associate shall not, and shall provide that its directors, officers, employees, subcontractors, and agents do not, disclose PHI to any other person (other than members of their respective workforce) unless such disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

- a.) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of A&M System, System Member and/or the applicable Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;
- b.) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and,
- c.) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

Business Associate shall not disclose PHI to any member of its workforce, and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate's obligations under this Agreement and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them as memorialized in a business associate agreement pursuant to the HIPAA/HITECH Omnibus Final Rule. Business Associate shall take, and shall provide that each of its subcontractors and agents take, appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

In addition to Business Associate's obligations under Section IX of this Agreement, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and result from the use or disclosure of PHI by Business Associate or its subcontractors or agents in violation of this Agreement.

V. Access to and Amendment of Protected Health Information

Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by A&M System, System Member or the applicable Covered Entity, and (ii) amend PHI maintained by Business Associate as requested by A&M System, System Member or the applicable Covered Entity. Any such amendments shall be made in such a way as to record the time and date of the change, if feasible, and in accordance with any subsequent requirements promulgated by the Texas Medical Board with respect to amendment of electronic medical records. Business Associate shall respond to any request from A&M System, System Member or the applicable Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by A&M

System, System Member or the applicable Covered Entity within twenty (20) days of the later of (a) such request by A&M System, System Member or the applicable Covered Entity or (b) the date as of which A&M System, System Member or the applicable Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify A&M System, System Member or the applicable Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. A&M System, System Member or the applicable Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by A&M System, System Member or the applicable Covered Entity.

VI. Accounting of Disclosures

Business Associate shall make available to A&M System, System Member or the applicable Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR Section 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by the U.S. Department of Health and Human Services (“HHS”) in accordance with such provision.

VII. Records and Audits

Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the use and disclosure of PHI for the purpose of determining A&M System's, System Member's or the applicable Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

VIII. Implementation of Security Standards; Notice of Security Incidents

Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of A&M System, System Member or the applicable Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the HIPAA Rules.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Lastly,

Business Associate will promptly report to A&M System any successful Security Incident of which it becomes aware. At the request of A&M System, System Member or the applicable Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

IX. Data Breach Notification and Mitigation

HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any Breach of "unsecured PHI" (as such term is defined by 45 C.F.R. Section 164.402). A Breach is presumed to have occurred unless there is a low probability that the PHI has been compromised based on a risk assessment of at least the factors listed in 45 C.F.R. Section 164.402(2)(i)-(iv). The parties acknowledge and agree that 45 C.F.R. Section 164.404 governs the determination of the date of discovery of a Breach. In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between this section, the Confidentiality Requirements, Section 521 of the Texas Business and Commerce Code, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

Discovery of Breach. Business Associate will, following the discovery of a Breach, notify A&M System without unreasonable delay and in no event later than the earlier of the maximum of time allowable under applicable law or three (3) business days after Business Associate discovers such Breach, unless Business Associate is prevented from doing so by 45 C.F.R. Section 164.412 concerning law enforcement investigations. For purposes of reporting a Breach, the discovery of a Breach shall occur as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach) who is an employee, officer or other agent of the Business Associate.

Reporting a Breach. Without unreasonable delay and no later than the earlier of the maximum of time allowable under applicable law or five (5) business days following a Breach, Business Associate shall provide A&M System with sufficient information to permit A&M System, System Member or the applicable Covered Entity to comply with the HIPAA breach notification requirements set forth at 45 C.F.R. Section 164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide A&M System with:

- a.) contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- b.) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery;

- c.) a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, addressees, account numbers of any type, disability codes, diagnostic and/or billing codes, and similar information);
- d.) a brief description of what the Business Associate has done or is doing to investigate the Breach, mitigate harm to the individual(s) impacted by the Breach, and protect against future Breaches; and,
- e.) appoint a liaison and provide contact information for same so that A&M System, System Member or the applicable Covered Entity may ask questions or learn additional information concerning the Breach.

Following a Breach, Business Associate will have a continuing duty to inform A&M System of new information learned by Business Associate regarding the Breach, including but not limited to the information described above.

X. Termination

This Agreement shall commence on the Effective Date.

Upon the termination of the applicable Business Arrangement, either party may terminate this Agreement by providing written notice to the other party.

Upon termination of this Agreement for any reason, Business Associate agrees:

- a.) to return to A&M System or to destroy all PHI received from A&M System or otherwise through the performance of services for A&M System, that is in the possession or control of Business Associate or its subcontractors or agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>, or
- b.) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

XI. Miscellaneous

Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

A&M System:
Attn: Jeff Zimmermann
301 Tarrow, RM 273
College Station, TX 77840
Jzimmermann@tamus.edu

iMedRIS Data Corporation:
Attn: Mitchell Desmarais
466 Missouri Court,
Redlands, CA 92373
mdesmarais@iMedRIS.com

Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

Assignment. Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, A&M System shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of A&M System, without the prior approval of Business Associate.

Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and A&M System relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that A&M System believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, A&M System may amend this Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns.

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Brazos County, Texas.

Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor and not an agent of A&M System. This Agreement does not express or imply any commitment to purchase or sell goods or services.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DS


The Texas A&M University System

DocuSigned by:



BEDCDB89EA78479...

Name: Billy Hamilton

Title: Deputy Chancellor & CFO

iMedRIS Data Corporation

DocuSigned by:



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Name: Mitchell Desmarais

Title: Operations Coordinator