

**MASTER SERVICE AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND ACCELEVENTS, INC.**

This Master Service Agreement (this “**Agreement**”) is entered into and effective as of February 1, 2022 (the “**Effective Date**”) by and between The Texas A&M University System, an agency of the State of Texas (the “**A&M System**”), and Accelevents, Inc., a Delaware corporation (“**Accelevents**”). The A&M System and Accelevents are sometimes referred to herein as a “**Party**” individually and as the “**Parties**” collectively.

The Parties hereto agree as follows:

**1. SERVICES**

- A. Accelevents hereby grants the A&M System a non-exclusive, non-sublicenseable, and non-transferrable right and license to access and use the Accelevents platform and other services set forth on Exhibit A of this Agreement (the “**Services**”) during the Term (as defined herein).
- B. Accelevents will issue an unlimited number of user IDs to the A&M System for it to access and use the Services.
- C. Accelevents will make the Services available to the A&M System in accordance with the Service Level Agreement attached hereto as Exhibit B.

**2. PAYMENT TERMS**

- A. The A&M System will pay the fees for the Services set forth on Exhibit A (the “**Fees**”). It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30<sup>th</sup> day unless a discount has been arranged for more immediate payment.
- B. As an agency of the State of Texas, the A&M System is tax exempt. Tax exemption certification will be furnished to Accelevents upon request.

**3. TERM & TERMINATION**

- A. This Agreement shall commence on the Effective Date and continue through January 31, 2024 (the “**Initial Term**”) unless earlier terminated in accordance with the provisions of this Agreement. The Parties may renew this Agreement for two (2) additional two-year terms (each, a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) upon mutual written agreement signed by authorized representatives of both Parties.
- B. This Agreement may be terminated by the A&M System upon thirty (30) days’ written notice to Accelevents. This Agreement may be terminated by Accelevents upon ninety (90) days’ written notice to the A&M System.

- C. Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach. In the event that the A&M System terminates this Agreement pursuant to this Section 3.C., the A&M System shall receive a pro-rata refund of any pre-paid Fees.

#### 4. COMPLIANCE WITH LAWS

- A. Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to its performance of this Agreement, including without limitation, all data privacy and information security-related laws, rules, and regulations.

#### 5. DATA PRIVACY AND SECURITY

- A. The A&M System shall retain all right, title, and interest in and to all data or information that the A&M System or its users submit to, or collect through, the Services (collectively, the “**A&M System Data**”).
- B. Accelevents shall hold A&M System Data, including without limitation, any information contained in the A&M System Data that alone or in conjunction with other information identifies an individual (“**Personal Information**”), in confidence. Accelevents shall only use or disclose A&M System Data for the purpose of fulfilling Accelevent’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by the A&M System. Accelevents shall restrict disclosure of A&M System Data solely to those employees, subcontractors or agents of Accelevents that have a need to access A&M System Data in order for Accelevents to perform its obligations under this Agreement. Accelevents shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Accelevents in this Agreement.
- C. Pursuant to Section 2054.138, *Texas Government Code*, Accelevents shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, SOC-2 compliance (the “**Security Controls**”), to safeguard and preserve the confidentiality, integrity, and availability of the A&M System’s data. Accelevents shall periodically provide the A&M System with evidence of its compliance with the Security Controls within thirty (30) days of the A&M System’s request.
- D. Accelevents acknowledges and agrees that, as between the A&M System and Accelevents, Accelevents is responsible for the security of any cardholder data it possesses or otherwise stores, processes or transmits in connection with the Services. Accelevents shall ensure that its credit card processor has complied, and will continue to comply, with the requirements of the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council (“**PCI DSS**”). In the event that Accelevents learns that its credit card processor is no longer PCI DSS compliant, Accelevents will notify the A&M System within two (2) business days of discovery, and the A&M System may, in its sole discretion, terminate this Agreement with immediate effect.

- E. Acelevents must promptly notify the A&M System of any legal request for A&M System Data from a third party and take (and assist the A&M System in taking) appropriate steps not to disclose such A&M System Data.
- F. Acelevents shall, within two (2) business days of discovery, report to the A&M System any use or disclosure of A&M System Data not authorized by this Agreement or in writing by the A&M System. Acelevent's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what Acelevents has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Acelevents has taken or will take to prevent future similar unauthorized use or disclosure. Acelevents shall provide such other information, including a written report, as reasonably requested by the A&M System.
- G. Within thirty (30) days of the expiration or termination of this Agreement, Acelevents, as directed by the A&M System, shall return all A&M System Data to the A&M System in its possession (or in the possession of any of its subcontractors or agents) or delete all such A&M System Data if return is not feasible. Acelevents shall provide the A&M System with at least ten (10) days' written notice of Acelevent's intent to delete such A&M System Data, and shall confirm such deletion in writing.

## 6. INTELLECTUAL PROPERTY

- A. Acelevents shall retain all rights, title, and interest in and to the Services. Acelevents represents and warrants that: (1) it has the full right, power, and authority to grant the rights and licenses to the A&M System hereunder; (2) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any third party; and (3) the Services will perform substantially in accordance with Acelevent's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by Acelevents to the A&M System.

## 7. ACCESS BY INDIVIDUALS WITH DISABILITIES

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

paid by the A&M System under this Agreement within thirty (30) days following the effective date of termination.

## **8. PUBLIC INFORMATION**

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

## **9. DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and Acelevents to attempt to resolve any claim for breach of contract made by Acelevents that cannot be resolved in the ordinary course of business. Acelevents shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for the A&M System, who shall examine Acelevents's claim and any counterclaim and negotiate with Acelevents in an effort to resolve the claim.

## **10. INSURANCE**

Acelevents shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Acelevents under this Agreement. Acelevents shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Acelevents is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to the A&M System at least ten days before the effective date of the cancellation.

**Coverage**

**Limit**

A.	General Liability	\$4,000,000 in Aggregate
B.	<b><u>Worker's Compensation</u></b>	
	Statutory Benefits (Coverage A)	Statutory
	Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for the A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

C. **Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

D. **Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Acelevents's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

- E. Cyber and privacy liability insurance with minimum limits of coverage of \$1,000,000 per event, \$1,000,000 aggregate covering network security/privacy liability, privacy regulatory proceedings (including fines and penalties), privacy event expenses (mandatory/voluntary notification costs, credit monitoring, call center services, forensic, and any other fees, costs, or expenses necessary to comply with any security breach notification law that may be applicable), and cyber extortion payments. Acelevents shall maintain such coverage for such length of time as necessary to cover any and all claims.
- F. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Acelevents and its subcontractors under this Agreement. Renewal policies

written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Acelevents agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

G. Acelevents will deliver to the A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Acelevents under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Acelevents. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of clients of Acelevents that have a written agreement in place with Acelevents.

No policy will be canceled without unconditional written notice to the A&M System at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to the A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 4.

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by Acelevents under this Agreement. Acelevents is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to [SOProurement@tamus.edu](mailto:SOProurement@tamus.edu).

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by the A&M System in writing, except as may be noted.

## 11. INDEMNIFICATION

A. Acelevents shall indemnify and hold harmless the A&M System and its regents, officers, employees, representatives, and students (the "**A&M System Indemnitees**") from and against any third-party claim, damage, liability, expense or loss asserted against the A&M System Indemnitees arising out of (i) Acelevent's negligent or willful errors or omissions

under this Agreement or (ii) an allegation that the Services or any part thereof infringes upon or violates the intellectual property rights of a third party.

## 12. MISCELLANEOUS

- A. **Independent Contractor.** Accelevents is an independent contractor, and neither Accelevents nor any employee of Accelevents shall be deemed to be an agent or employee of the A&M System. The A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the 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."
- C. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Accelevents agrees that any payments owing to Accelevents under this Agreement may be applied directly toward certain debts or delinquencies that Accelevents 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.
- D. **Previous Employment.** Accelevents acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits the A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months.
- E. **Not Eligible for Rehire.** Accelevents is responsible for ensuring that its employees involved in any work being performed for the A&M System under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("**NEFR Employee**"). In the event Accelevents becomes aware that Accelevents has a NEFR Employee involved in any work being performed under this Agreement, the A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by the A&M System.
- F. **Franchise Tax Certification.** If Accelevents is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Accelevents certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Accelevents is exempt from the payment of franchise (margin) taxes.

- G. **State Auditor's Office.** Accelevents understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Accelevents agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Accelevents will include this provision in all contracts with permitted subcontractors.
- H. **Entire Agreement.** This Agreement constitutes the sole agreement of the Parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** Accelevents shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of the A&M System.
- L. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, Accelevents will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, Accelevents will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then Accelevents will be expected to make a good faith effort according to the HSP instructions.
- In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP.
- M. **Force Majeure.** Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "**Force Majeure event**" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to



include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either Party as of the effective date of this Agreement.

- N. **Loss of Funding.** Performance by the A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**"). If the Legislature fails to appropriate or allot the necessary funds, the A&M System will issue written notice to Acelevents and the A&M System may terminate this Agreement without further duty or obligation hereunder. Acelevents acknowledges that appropriation of funds is beyond the control of the A&M System.
- O. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- P. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of the A&M System is located, which is Brazos County, Texas.
- Q. **Non-Waiver.** Acelevents expressly acknowledges that the A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- R. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "**Marks**"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

- S. **Conflict of Interest.** By executing this Agreement, Accelevents and each person signing on behalf of Accelevents 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 the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, 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.
- T. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Accelevents certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. Accelevents acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- U. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Accelevents certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Accelevents acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- V. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, *Texas Government Code*, Accelevents certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- W. **Records Retention.** Accelevents will 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.
- X. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The A&M System and Accelevents can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M System:                   The Texas A&M University System  
301 Tarrow St., Suite 273  
College Station, Texas 77840  
Attention: Jeff Zimmermann  
Phone: (979) 458-6410  
Fax: (979) 458-6250  
E-mail: [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu)

ACCELEVENTS: Accelevents, Inc.  
10 Post Office Square, Suite 800 South  
Boston, Massachusetts 02109  
Email (preferred method): [ar@accelevents.com](mailto:ar@accelevents.com)

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

DocuSigned by:  
*Jeff Zimmermann*  
By \_\_\_\_\_  
E2B9E2924E69547F...  
Jeff Zimmermann  
Director, Procurement and Business Services

1/26/2022 | 10:00:50 CST  
\_\_\_\_\_  
Date

**Accelevents, Inc.**

By *Jim Kennedy* <sup>DS</sup> *JK* \_\_\_\_\_  
Jim Kennedy  
Director of Revenue Operations

1/25/2022 \_\_\_\_\_  
Date

**EXHIBIT A****SERVICES AND FEES****Enterprise License**

- 2 year term (with the possibility of a renewal) permitting the A&M System to have access to, and use of, the Accelevents events management platform with an unlimited number of events, admins & organizer profiles.
- \$15,000 per contract year for Enterprise Licensing Fee

**Payflow Integration:**

- Accelevents agrees to integrate PayFlow as an additional payment gateway for the A&M System to use in generating revenue on the Accelevents platform. This integration will be deployed on or before March 31, 2022.

**Virtual Event Fees and Terms:**

- 1,500 attendees x 1 day included per year. (Equivalent to \$4,500 of attendee fees)
- \$3 per attendee multiplied by the number of live event days for all attendees, including speakers, staff, admins, and exhibitors after initial 1,500 are exhausted.
- For billing purposes, every person who enters the virtual event hub (before, during, and after the event) is an 'attendee' including ticket holders (free and paid), speakers, exhibitors, admins, and staff. This is how "Attendee Days" are defined.
- There is a required minimum spend of \$30,000 per a contract year on Pre-Purchased Attendee Day Credits.
- The A&M System has the option to purchase pre-paid Attendee Days at any other point in the contract year, those amounts will be determined based on the pricing chart below and paid at the time of purchase .
- Credits remaining after year 1 will rollover into year 2. The date of the credit rollover will be 366 days after the Effective Date.

<b>Pre-Purchased Attendee Day Quantity</b>	<b>Attendee Day Price</b>
5,000 - 19,999	\$3.00 per Attendee Day
20,000 - 29,999	\$2.75 per Attendee Day
30,000 - 39,999	\$2.50 per Attendee Day
40,000 - 49,999	\$2.25 per Attendee Day
50,000 +	\$2.00 per Attendee Day

### **Accelevents Ticket fees + Credit Card Processing Fees**

- Accelevents Ticket fees: 6% fee of the registration price paid ticket sales, capped at \$19.99 per ticket.
- Stripe or Square fees: 2.9% plus 30c per transaction or the applicable fee in your region
- PayFlow fees: If there are any fees resulting from PayFlow use, the organizer will be responsible for payment of all of the fees.

### **Registrant Import:**

- \$1 per registrant imported into Accelevents from an external registration tool.

### **Pro-Exhibitors Live Streaming:**

- \$99 per exhibitor per day if using Accelevents streaming.

### **Additional Post Event Hosting:**

- Event may stay live for the initial 30 days after completion at no additional cost.
- Additional post-event hosting is \$150 per month per event.

### **Support Services:**

- 24/7 chat, email support
- 9 Instances of our Dedicated Onboarding are included. Each of those 9 instances has 3 separate 45 minute Onboarding Sessions included. This comes to a total of 27 individual dedicated onboarding sessions.
- 3 Customer Success Managers will be provided
- 1 Account Manager will be assigned

### **Additional Support Service: Advanced Onboarding Support Package (optional)**

- (3) 45 minute Dedicated onboarding meetings
- 2 hours of Dedicated Event Support included
- \$2,500 per package

### **Additional Support Service: Dedicated Event Support (optional)**

- Live technical support from an Accelevents rep within the event
- \$250 per hour per rep, with a minimum of 2 hours.
- Dedicated support availability is not guaranteed and is booked on a first come first serve basis. Can be booked using [this link](#).

### **White Labeling Solution (optional add-on)**

- Removal of all Accelevents images and graphics from the platform and all communications.

- Ability to host the virtual event hub on your custom domain or a sub-domain.
- Ability to send emails from your custom email domain instead of Acelevents.
- 12 months of hosting, unlimited events (original event fees apply)

\*Please note that the custom email and web domain will be set up once, it cannot be edited for each event.

- White Label Cost:
  - \$8,000 for initial White Label annual license
  - \$10,000/ea for Additional White Label solutions with new domain

**Platform Customization:**

- \$325 per hour. Additional contracting required.

**Single Sign-On Activation:**

- One time activation included for Enterprise license.
- Additional activations are billed at \$325 per hour. Additional contracting required.

**Payment Terms:**

- Annual Enterprise License fee will be invoiced at the beginning of each contract year.
- All invoices will have Net 30 terms, if not stated Net 30, then Net 30 will supersede any terms on any invoices
- Platform License fee is non-refundable except as otherwise noted in the Agreement.
- Pre-Purchased Attendee Day Credits are not refundable except as otherwise noted in the Agreement.
- Ticket Fees are collected at Point of Sale.
- Attendee fee is invoiced from Acelevents on or after 30 days from event end date, unless an invoice is requested in advance. This is only a requirement if pre-purchased attendee day credits have been exhausted.
- Attendee Import invoices will be sent immediately upon completion of upload.
- Booth streaming must be purchased via credit card through the platform, unless an invoice is requested in advance.
- Additional Support Service fees are due upon booking and are non-refundable after service has been initiated except as otherwise noted in the Agreement.
- A credit card is required to be on file for each event in order for the event to be activated.
- Acelevents reserves the right to bill for all registered attendees before hosting the event.
- Acelevents does not accept checks.

**EXHIBIT B****SERVICE LEVEL AGREEMENT****Accelevents Service Level Agreement**

Tickets for problems received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of the event as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request.

<b>Severity Code</b>	<b>Definition</b>
<b>1</b>	A problem has made a critical application function unusable or unavailable and no workaround exists. When you select Severity 1 you confirm that the issue has critical business impact, with severe loss and degradation of services. The issue demands an immediate response, and you commit to continuous, 24x7 operation, every day with the Accelevents team until resolution, otherwise, Accelevents may at its discretion decrease the Severity to level 2.
<b>2</b>	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists. Accelevents may at its discretion decrease the Severity to level 3.
<b>3</b>	A problem has diminished critical or important application functionality or performance but the functionality still performs as specified in the user documentation. Accelevents may at its discretion decrease the Severity to level 4.
<b>4</b>	A problem has diminished supportive application functionality or performance. Accelevents may at its discretion decrease the Severity of this to be no longer and issue impacting the performance of the platform or event

Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved.

**Due to the nature of events having a finite window of operational perfection required, the service level agreement provides enhanced response times leading up to the specific event.**

**SLA - Up until 2 weeks prior to event start**

<b>Severity Code</b>	<b>Initial Response</b>	<b>Subsequent Updates</b>	<b>Resolution</b>
1	4 hours	Every four hours	As soon as possible
2	12 hours	Every 12 hours	As soon as possible
3	36 hours	Next business day	Based on estimate provided
4	48 hours	Next business day	Based on estimate provided

**SLA - 2 weeks prior to event start through event completion**

<b>Severity Code</b>	<b>Initial Response</b>	<b>Subsequent Updates</b>	<b>Resolution</b>
1	2 hours	Every 2 hours	As soon as possible
2	6 hours	Every 4 hours	As soon as possible
3	8 hours	Every 8 hours	Based on estimate provided
4	12 hours	Every 6 hours	Based on estimate provided

**Service Level Goal**

Service Provider's goal is to achieve 100% availability of the Hosted Services, during hosted events. If uptime for the Hosted Services is less than 99.5% for the scheduled length of the event, then Service Provider shall be notified by the customer of any issue, through the support team as soon as one arises. Any event or streaming issue caused directly or indirectly by Customer or event users are not attributable to downtime. Customer and Accelevents will determine the cause of the issue, if there is downtime attributed to a legitimate platform issue then the customer can seek remedies from Accelevents to an agreed upon amount no greater than attendee fees collected/owed for the event in question.