

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 * Fax (936) 468-4282

Page 1

PO Number: **B1800525**PO Date: **02/01/18**

Delivery Date:

Supplier:

Paciolan
5171 California Ave Ste 200
Irvine CA 92617-3068

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

meloal@sfasu.edu

Send Billing Invoice to:

Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to:

Athletics Fieldhouse
Fieldhouse
712 Hayter St
SFA Box 13010
Nacogdoches TX 75962

Terms: Net 30**FOB:** Installed

**PURCHASE ORDER NO. MUST APPEAR ON ALL
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Item	Description	Quantity	Unit Cost	Total Cost
	BOARD APPROVAL January 2018 Athletic Ticketing System President authorized to sign contracts and associated purchase orders Funding Source: Designated funds ---- TOTAL COST NOT TO EXCEED \$220,000 ---- 5-YEAR Agreement for an Athletic Ticketing System, in accordance with Request for Proposal #ATHLETIC TICKETING SYS-2017, opened 12/06/2017 and signed Master Software and Services Agreement (iContracts #521232), for the period of 02/01/2018 - 01/31/2023 ----			

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:**DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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STEPHEN F. AUSTIN STATE UNIVERSITY

Purchasing Officer

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Item	Description	Quantity	Unit Cost	Total Cost
1	RE: R0064395 / B1800525 000P20482A PRINTERS - ALL TYPES HARDWARE PRICE IS INCLUDED IN YEAR 1 COST; ITEMS BROKEN OUT FOR INTERNAL PROPERTY PURPOSES ONLY ---- BOCA Lemur-S +46 Ticket Printer (w/cutter) 300dpi, RADJW-2 ---- POS Includes USB Cables and Credit Card Swipes	8.00 EA	1,892.0000	15,136.00
2	000P20453F COMPUTER - NOT STANDARD - DESKTOP	14.00 EA	957.0000	13,398.00

Purchaser: Amberr Melo

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Item	Description	Quantity	Unit Cost	Total Cost
	HARDWARE PRICE IS INCLUDED IN YEAR 1 COST; ITEMS BROKEN OUT FOR INTERNAL PROPERTY PURPOSES ONLY ----- Dell OptiPlex 3050 Personal Computers Minimum PC Requirements: Windows 7/8 (64bit processor) Operating System Google Chrome or IE 10 Internet Browser, Intel Pentium Processor G2020 (2.9GHz) or greater (or equiv. competitor chip), 8GB RAM min for 64bit OS, 50GB Free Disk Space, Video - Integrated HD Graphics, 2 USB ports, Parallel port and Serial port			
3	000P20911C SOFTWARE - HOSTED OFF-SITE	1.00 YRS	11,466.0000	11,466.00

Purchaser: Amberr Melo

(936) 4684472

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DISCOUNT/TRADE-IN:

TOTAL: CONTINUED

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**PURCHASE ORDER NO. MUST APPEAR ON ALL
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Item	Description	Quantity	Unit Cost	Total Cost
4	Annual Hosting Fee - YEAR 1 ----- This PO is for the period: 02/01/2018 - 01/31/2019 ----- NOTE: HARDWARE BROKEN OUT AND PROCESSED ON LINES 1 AND 2 FOR INTERNAL PURPOSES ONLY - TOTAL COST FOR YEAR 1 = \$40,000 000P20410A COMPUTER PARTS/ACCESSORIES, INTERNAL AND EXTERNAL THIS LINE IS AN ESTIMATED EXPENSE TO PURCHASE ADDITIONAL HARDWARE ITEMS ONCE SYSTEM IS OPERATIONAL; ITEMS INCLUDE BUT NOT LIMITED TO	10.0000 EA	1.0000	10,000.00

Purchaser: Amberr Melo (936) 4684472

ADDITIONAL CHARGE:

DISCOUNT/TRADE-IN:

TOTAL: CONTINUED

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SFA Box 13010
Nacogdoches TX 75962

Terms: Net 30**FOB:** Installed

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
5	COMPUTERS, PRINTERS, ETC. ----- Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual goods or services received. ----- PROCESS RELEASE PO'S AS NEEDED BASED ON ACTUAL PURCHASE AMOUNTS; UPDATE SPECIFIC COMMODITIES AND COSTS ACCORDINGLY 000P00002A INSTALLATION SERVICES - SAME ACCT CODE AS EQPT Estimated travel expenses associated with installation of ticketing system set-up and	8,000.00 SRV	1.0000	8,000.00

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:**DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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Item	Description	Quantity	Unit Cost	Total Cost
6	training ---- Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual goods or services received. ---- PROCESS RELEASE PO'S AS NEEDED BASED ON ACTUAL AMOUNTS; ORIGINAL RECEIPTS REQUIRED 000P20911C SOFTWARE - HOSTED OFF-SITE Annual Hosting Fee - YEAR 2 ---- This PO is for the period: 02/01/2019 - 01/31/2020	1.00 YRS	40,000.0000	40,000.00

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:**DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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712 Hayter St
SFA Box 13010
Nacogdoches TX 75962

Terms: Net.30**FOB:** Installed

**PURCHASE ORDER NO. MUST APPEAR ON ALL
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Item	Description	Quantity	Unit Cost	Total Cost
7	000P20911C SOFTWARE - HOSTED OFF-SITE Annual Hosting Fee - YEAR 3 ---- This PO is for the period: 02/01/2020 - 01/31/2021	1.00 YRS	40,000.0000	40,000.00
8	000P20911C SOFTWARE - HOSTED OFF-SITE Annual Hosting Fee - YEAR 4 ---- This PO is for the period: 02/01/2021 - 01/31/2022	1.00 YRS	40,000.0000	40,000.00
9	000P20911C SOFTWARE - HOSTED OFF-SITE	1.00 YRS	40,000.0000	40,000.00

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:**DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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Item	Description	Quantity	Unit Cost	Total Cost
	Annual Hosting Fee - YEAR 5 - FINAL YEAR ---- This PO is for the period: 02/01/2022 - 01/31/2023			

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:**.00****DISCOUNT/TRADE-IN:****.00****TOTAL:****218,000.00**

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STEPHEN F. AUSTIN STATE UNIVERSITY

Hay Johnson
Purchasing Officer

Statement of Work
For
Stephen F. Austin State University



Version 1

Revision: 2.1 Date: 2/13/2018

Agreement number: 1068-01

Professional Services Organization
Paciolan.

The information in this document is confidential between Stephen F. Austin State University and Paciolan. It must not be disclosed to any third party without prior consent from Paciolan.

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1. Introduction

1.1. Overview

Paciolan is pleased to provide Stephen F. Austin State University ("Customer") with its ticketing solutions. This document defines the scope of work to be accomplished by Paciolan under the terms and conditions of the Master System Purchase and Software License Agreement ("Agreement"). In addition, it defines the Customer's responsibilities for the completion of this effort. All terms and conditions of the Agreement, including the definitions, are hereby incorporated into this Statement of Work by reference herein, and the same meaning shall be ascribed to them.

The data that may vary from the time of your proposal to the final Agreement is included in the appendices. These include Relevant Documents, a Scope of Work Definition, and Key Project Team Personnel.

A final Statement of Work will be submitted to Change Control at Paciolan after all appendices have been finalized based on pre-implementation activity and all signatures have been obtained. The analysis of your operation and/or factors that arise during the implementation may result in modifications to the project schedule, charges estimated and items detailed in the purchase contract, or other terms of this Statement of Work. Any changes to this effect will be processed in accordance with the procedures described in Section 7, Change Control Procedures.

1.2. Key Assumptions

This Statement of Work and Paciolan's estimates of time and costs to perform the scope of work are based on the following key assumptions:

- Customer shall appoint one key person ("Project Manager") responsible for coordination of all activities at the customer site. This individual will be the primary contact person for all Paciolan personnel.
- Customer shall appoint a technical person to handle all the functions of systems and network administration. This individual will be the technical issues contact person for the Paciolan hardware and technical contact.
- Customer shall provide a suitable training environment and ensure staff members are free from interruptions during training sessions. Location and attendees of each session to be provided to Paciolan one week prior to the scheduled session start.
- Customer and Paciolan will adhere to a defined escalation process for issues tracking and resolution. The process is defined in section Appendix C.
- Paciolan will assign a project manager responsible for the execution of all phases of the project as detailed in the Agreement and Statement of Work.
- Paciolan may assign one or more trainers to work with Paciolan's Project Manager, depending on the scope of the project and available resources.

The majority of work will occur at the Customer site during normal business hours, 8 a.m. to 5 p.m., Monday through Friday, except holidays. Work outside these hours must be mutually agreed upon by Paciolan and the Customer.

2. Paciolan Tasks and Responsibilities

Paciolan has the following tasks and responsibilities on the project:

2.1. Project Management

The Project Management function provides the Customer with a Project Manager at Paciolan responsible for the successful implementation of the purchased Paciolan software systems. The assigned Project Manager provides direction and guidance to Paciolan project personnel and provides central communication to the Customer on all aspects of the project. The tasks performed by Project Management are:

- Prepare the initial project schedule
- Update the project schedule following each on-site visit by Paciolan personnel
- Resolve all project schedule changes with the Customer Project Manager
- Coordinate the activities of all Paciolan project personnel (technical support, application trainers, programmers, etc.)
- Conduct project status meetings
- Prepare and submit a status report at intervals agreed to with Customer, through project completion.
- Resolve all project issues and escalate these issues within Paciolan and the Customer organization, as necessary

Completion: This task will be complete upon customer acceptance of the project.

Deliverable: Project Schedule, Status reports, Project Phase Promotion documents, Change Control Documentation

2.2. Business Consulting

Paciolan will consult with key Customer personnel in each area of the operation. This provides Paciolan staff with information that is specific to Customer in order to make critical business decisions when setting up the Paciolan system. The Project Manager, Business Consultant, and an Applications Specialist, as necessary, will do this. Tasks are:

- Pre-Installation site activity consisting of a round table forum with Paciolan business consultant and customer's key personnel (Note: this may be done via remote meetings)
- Tour of Facility
- Review of operational questionnaires, and associated materials as specified in the questionnaires, with key personnel
- Telephone consulting after the initial visit
- Customized setup of software systems

Note: This task may be repeated for each software system purchased.

Deliverable: A final Statement of Work, Schedule, and setup of software system.

Completion: This task will be complete at the completion of the project.

2.3. Technical Services

This task provides consulting to key systems administration and network personnel so that the Customer can properly prepare the site prior to Paciolan's Technical Service Engineer's remote system and/or peripheral installation. Tasks are:

- Review of customer site diagram
- Review of VPN Whitepaper completed by the customer
- Phone consultation with the customer concerning network connectivity, system and peripheral locations, phone lines, and physical environment
- Configuration and shipment of system and peripherals
- Assistance with connectivity of peripherals to hardware platform

Deliverable: Remote installation of hardware/software platform, third party operating environment products, and peripherals. Periodic updates will be documented in the Project Manager's status report.

Completion: This task will be complete when the Customer accepts the hardware system.

2.4. Applications Training

This task includes training selected customer personnel on the use of the purchased software systems. At the pre-installation site meeting the personnel to be trained will be identified in Appendix D, Project Team Personnel.

These Applications Training Tasks are:

- Setup of software system to meet criteria identified in Section 2.2, Business Consulting.
- Documentation of training agendas to be delivered to the Customer prior to the on-site training (done for each trip).
- Training of Customer staff on the use of the software to meet business needs.

Deliverable: Periodic status will be documented in the Project Manager's status reports or status call notes.

Completion: This task will be completed when Customer accepts software system.

2.5. Programming Services

This task includes the delivery of user-defined forms available in each software system as chosen by the Customer to use in its operation. It also includes the delivery of any data conversion and/or custom programs that are part of the Agreement. Tasks are:

- Design specification consultation with Customer
- Functional requirements documentation agreed upon by Customer
- Detailed programming specifications delivered to Paciolan's Product department
- Testing of program by Paciolan personnel
- Demonstration of program (or review of data in the case of conversions) with customer

Deliverable: Program delivered to Customer

Completion: Program (or data in the case of data conversions) accepted by Customer

3. Customer Responsibilities

A successful implementation requires the Customer's personnel, timely completion of tasks, coordination, and communication. Paciolan's performance is predicated upon the following responsibilities being fulfilled by the Customer.

3.1. Customer Project Manager Identification

Prior to the start of work under the Agreement, Customer shall designate a Customer Project Manager, to whom all Paciolan communications will be addressed and who has the authority to act for the Customer in all aspects of the Agreement. The Customer Project Manager's responsibilities include:

- Act as the interface between the Paciolan Project Manager and all departments at customer site
- Resolve all Project Schedule changes with the Paciolan Project Manager
- Resolve all project issues and escalate these issues within Paciolan and the Customer organization, as necessary
- Attend all project status meetings
- Obtain and provide information, data, decisions and approvals, within two working days of Paciolan's request, unless both parties agree to an extended response time
- Work with other client personnel to make sure tasks assigned are completed accurately and on time

3.2. Project Prerequisites

Prior to the start of the project, the project manager for Customer will review the prerequisites to ensure that they are properly prepared for the project kick-off.

Tasks are:

- Identify key personnel for each area being automated
- Identify Systems Administrator (technical contact)
- Review of the Agreement and site diagram
- Send all information concerning operations to Paciolan with completed application questionnaires
- Ensure that all tasks to be performed by Customer's technical services, as described in Section 3.4, are complete and the network questionnaire has been sent to Paciolan.

3.3. Business Consulting

Customer will consult with Paciolan staff to provide detailed operational knowledge as it pertains to the operation of the software in order that the correct critical business decisions are made when setting up the Paciolan systems. The Project Manager, Business Consultants, Application Specialists and any other subject matter experts, as necessary, will do this.

Tasks are:

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- Pre-installation site activity consisting of a meeting with Paciolan and Customer key personnel
- Tour of all Facilities (if onsite)
- Review of operational questionnaires, and associated materials as specified in the questionnaires, with Paciolan staff
- Telephone consulting after the initial visit by Paciolan
- Operational information and decisions during setup of software systems

Note: This task may be repeated for each software system purchased and for each phase of the project.

3.4. Technical Services

The technical contact (Systems Administrator) (as set forth in Appendix D) will interface with Paciolan Technical Services personnel during the pre-installation planning stage and throughout the implementation.

Tasks are:

- Review site diagram and complete network questionnaire
- Verify that there is physical space, proper ventilation, and all physical network requirements for the installation of system, peripherals, and, if applicable, point-of-sale stations
- Determine network connectivity with consultation from Paciolan's Technical Services Engineer
- Take full ownership for all network and unsupported hardware issues at Customer site (i.e. local area network, wide area network, Internet connections, pre-owned printers, PC workstations, etc.)

3.5. Project Resources

Customer is responsible for scheduling and ensuring participants are present and on time for pre-installation site meetings, training sessions, status meetings, etc.

3.6. Office Space and Other Facilities

Customer will provide suitable office space, parking, telephone, network connectivity and other facilities equivalent to those provided Customer employees for the Paciolan project team while working on Customer premises.

The hotel must be business ready (i.e. internet access, work space), no doors opening directly to the outside (i.e. must enter through a lobby) and must have a restaurant onsite or food options.

4. Deliverables

The following items will be delivered to the Customer:

- Purchased Hardware
- Licensed Software
- Contracted Services
- Access to Paciolan Customer Support Website and On-Line Documentation

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- Project Schedule
- Status Reports

5. Schedule

5.1. Estimated Schedule

Paciolan will prepare a project schedule for Customer once the Agreement has been signed and the pre-installation activities are complete. The Project Schedule will identify preliminary dates, tasks, and milestones. This schedule will be delivered to the customer with the final Statement of Work for your review. Once agreed upon, the project schedule will be base-lined and entered into change control. See Section 7, Change Control Procedures.

5.2. Completion Criteria

The project will be considered completed when all of the following have occurred:

- Paciolan accomplishes all the tasks documented in the Project Schedule and in the Statement of Work, including the delivery of the materials described in Section 4.

6. Costs

The services in the Agreement will be converted to hours based on an 8-hour day. Paciolan will supply services up to the hours defined in the Investment Analysis. Services provided are taken from this "pool" of like hours. Work can be performed either at the customer site or from a remote location, such as Paciolan headquarters.

Actual travel and living expense is in addition to the professional services' fees. Invoices will be generated after each on-site trip, remote work performed, or milestone met, and are payable upon receipt.

The amount of services needed for a successful implementation will be discussed and finalized during the pre-installation meetings. If additional resources are needed for a successful implementation, Paciolan will advise the Customer of the situation as soon as possible. Paciolan and the Customer may mutually agree to either modify this Statement of Work through the change control process to increase the effort, to decrease the scope of work or to conclude the effort at an agreed upon milestone.

7. Change Control Procedures

Items subject to Change Control Procedures are those items that would impact the time, cost or complexity of the contractual effort. Changes to the scope of work that impact the time, cost or complexity must be signed by both Project Managers and any other individual in either organization who are required signatories. A Change Control document will be used for this purpose.

Changes that do not have cost impact (i.e., changing the order of training or the personnel involved in training) do not have to go through the Change Control Procedure.

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Critical documents that are changed, whether or not this is through the Change Control Procedure process, must be archived in Change Control at Paciolan. These documents are identified as the "Baseline Documents".

All critical documents after official sign-off and approval are submitted to Change Control. These documents include:

- Signed Agreement
- Signed Statement of Work
- Project Schedule
- Scope of Work Modification Document(s), if submitted

All proposed changes by project participants must come through the Project Manager of the respective organization using the Scope of Work Modification Document. A request for change must include the following:

- The nature and reason for the change.
- The impact on the installation quality, its cost and schedule.
- Once a change has been submitted to either Paciolan or the Customer Project Manager, a response should occur within two days.
- If either party rejects the change, the reason and impact shall be given. If there is agreement to implement the change, sign-off by both parties is required.

8. Statement of Work Agreement

By signing below, Customer agrees that our complete agreement consists of this Statement of Work (including its appendices) and the Paciolan Agreement.



Bethany Bucholtz
Paciolan Signature

Bela Pattillo
Customer Signature

Bethany Bucholtz
Print Name

Bela Pattillo
Print Name

Project Manager
Title

President
Title

2/20/18
Date

2-14-18
Date

Appendix A - Relevant Documents

The Statement of Work references the following documents:

- Agreement

Appendix B – Scope of Work Definition

Task 1. Project Management Services

The components of this task include the Paciolan Project Manager consulting with the Customer Project Manager and key customer personnel in making critical business decisions concerning the installation throughout the project cycle.

Approx. task duration: 8 months
Service Days: 10 days
Start criterion: Letter of Intent or Contract Signed by Customer
Completion criterion: Project complete

Task 2. Technical Services and Planning

The components of this task include consultation with customer regarding network configuration and connectivity to hosted server, hosted server system configuration, connectivity testing and peripheral equipment install.

Approx. task duration: 3 months
Service Days: 4 days RS6000 (hosted server), connectivity and peripheral equipment install
Start criterion: Paciolan data account creation on hosted server and network connectivity discussions begin
Completion criterion: Hosted system setup, connectivity established to hosted RS6000 server and peripheral equipment installed and tested.

Task 3. t.Res Applications Training

The components of this task are to provide system ticketing set-up, basic overview training and detailed training during implementation.

Approx. task duration: 4 months
Service Days: 16 days
Start criterion: Letter of Intent or Contract Signed by Customer
Completion criterion: Ticketing implementation complete and signed software acceptance form.

Task 4. t.Credit Applications Training

The components of this task are to provide training during implementation.

Approx. task duration: 3 months
Service Days: 1 day
Start criterion: Letter of Intent or Contract Signed by Customer
Completion criterion: t.Credit implementation complete and signed software acceptance form.

Task 5. Reporting

The components of this task are to consult and train on reporting.

Approx. task duration: 4 months
Service Days: 4 days

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Start criterion:	Letter of Intent or Contract Signed by Customer and sample reports
Completion criterion:	Consulting complete and signed reporting acceptance form.

Task 6. e.Venue Site Implementation

The components of this task include project management, system installation and configuration, html programming and training specific to the e.Venue implementation

Approx. task duration:	3 months
Start criterion:	Letter of Intent or Contract Signed by Customer
Completion criterion:	e.Venue live

Task 7. Email Marketing Implementation (PACmail)

The components of this task include project management, site configuration, software configuration and program training.

Approx. task duration:	3 months
Start criterion:	Letter of Intent or Contract Signed by Customer
Completion criterion:	PACmail live and signed software acceptance form.

Task 8. Access Implementation

The components of this task include project management, consulting, system installation and configuration and training specific to Access Management.

Approx. task duration:	6 months
Start criterion:	Letter of Intent or Contract Signed by Customer
Completion criterion:	Access live and signed software/hardware acceptance form.

Task 9. eQuery Implementation

The components of this task include project management, site configuration, software configuration and training.

Approx. task duration:	2 months
Start criterion:	Letter of Intent or Contract Signed by Customer
Completion criterion:	eQuery live and signed software acceptance form.

Task 10. PAC7 Implementation

The components of this task include project management, site configuration, software configuration and training.

Approx. task duration:	2 months
Start criterion:	Letter of Intent or Contract Signed by Customer
Completion criterion:	PAC7 live and signed software acceptance form.

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Task 11. Database Implementation

The components of this task include initial database setup in preparation for client training.

Approx. task duration: 2 months

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: Signed software acceptance form

Appendix C – Issues Escalation Process

Concerns regarding the Paciolan software or hardware should be documented by the Customer Project Manager. The Customer Project Manager will seek internal (Customer) resources from trained staff to resolve the issue so as to ensure swift resolution of the issue and develop sustainable troubleshooting skills. If it is determined by the Customer Project Manager that internal staff cannot resolve the issue, the matter should be submitted to the Paciolan Project Manager. The Paciolan Project Manager will ask for specific information regarding the nature of the issue, the user who encountered it, the specific process being executed, the batch in which the transaction was being completed, the steps taken by the user to arrive at the problem, any measures taken by client staff to resolve the issue. The Paciolan Project Manager will advise directly on a resolution or refer the problem to the appropriate resource.

Appendix D – Project Team Personnel

Both Paciolan key personnel and Customer key personnel may vary for the different software systems being installed. Unless otherwise stated below, the personnel referenced will be working on all software systems.

Paciolan Project Team Personnel

The key personnel from Paciolan have been identified as follows:

Project Manager:	Bethany Bucholtz
tRes Implementation Consultant:	CJ Hertrich
Access Consultant:	Reza Lubis/Ron Friedman
Data/Reporting Consultant:	Greg Grover/Greg Hemberger/Paul Nyman/Mike See
Technical Services Engineers:	Erik Janis/Govind Shanker/Muhammad Shoaib/Scott Shultes/Thi Nguyen
Sales:	Christian Lewis /Kristy Hueber
eCommerce Operations Specialist:	Kelly Shoemaker
Client Partner:	Jaime Koteen
Purchasing:	Erin Connolly / Steven Nguyen

Customer Key Personnel

The key Customer personnel have been identified as follows:

Project Manager:	John Branch
Development Main Contact:	Tyler Boone
Ticketing Main Contact:	Debbie Allport
Marketing Main Contact:	Brandon Bernard/Travis Turner
Access Management Main Contact:	Jason Wiggins
Technical Main Contact:	Jason Wiggins
Trainee(s):	Debbie Allport, John Branch, Tyler Boone, Brandon Bernard, Travis Turner, Korbin Pate, Sarah Smith, Paige Fillmore, Chris Bentley; others TBD

MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of date of last signature (the "Effective Date") by and between Paciolan, LLC with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and Stephen F. Austin State University with a principal place of business at 1936 North Street, Nacogdoches, TX 75962 ("Customer").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Data Account:** The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.

(B) **Documentation:** The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software supplied by Paciolan pursuant to this Agreement.

(C) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(D) **Facility (ies):** Any athletic venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues.

(E) **Hardware:** All of that certain computer hardware, communications equipment, terminals and devices provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied by Paciolan during the Term.

(F) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit C, as may be amended and supplemented from time to time.

(G) **Paciolan Software:** The proprietary software of Paciolan, in object code form only, set forth in the

Investment Addendum, including any updates, modifications, or customizations.

(H) **Professional Services:** The professional services to be provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(I) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(J) **Software:** Paciolan Software and Third Party Software.

(K) **Support Services:** The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(L) **System:** The data processing system consisting of the hosting subscription services, Hardware and Software licensed and/or provided to Customer.

(M) **Ticket:** A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology.

(N) **Third Party Software:** The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

2. **Term and Termination.**

(A) **Term.** The term of this Agreement shall begin on the Effective Date and continue for five (5) years ("Initial Term") and shall automatically renew

for subsequent one (1) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.

(B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days to cure such breach; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) Loss of Funding. Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Customer (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Customer will issue written notice to Paciolan and Customer may terminate this Agreement without further duty or obligation hereunder. Paciolan acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Customer. In no event shall this Section be directly or indirectly utilized by Customer to transition to another ticketing vendor and, in the event of a termination pursuant to this Section, Customer shall not utilize the products and services of a third party that provides ticketing products and services for the then remaining portion of the Term.

(D) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities

accrued hereunder prior to such termination, including, but not limited to, accrued fees. Any and all provisions in this Agreement which would reasonably be expected to survive termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership, limitations of liability, audit rights, effects of termination.

3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license to use the Software in order to use the System for internal business purposes and for purposes of selling Tickets and related items only, subject to the number of users and other restrictions, if any identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. The Software shall be used only for the processing of transactions in connection with Customer's own business, unless otherwise expressly authorized under this Agreement. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(B) Restrictions. Customer shall limit the use of the System to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way nor merge the Software into any other program for any purpose, or (f) transfer, license or sub-license, assign, rent, sell, grant or otherwise make available the Software, or any rights therein or copies or derivatives thereof, unless expressly authorized by Paciolan under this Agreement.

(C) Ownership. Customer agrees that all rights, title and interest to the Software, including but not limited to, the intellectual property rights therein, the Documentation, enhancements, conversions, upgrades, updates, enhancements, customizations, integrations, additions, modifications thereto and information contained therein, and any information, methods,

formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise (hereafter "Proprietary Information") shall be and remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement.

(D) Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing for all Events at all Facilities by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence.

4. e.Venue.

(A) Web Site Services. Paciolan will create and maintain at a location of its choosing, Customer-branded Internet sites (the "Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.

(B) Customer Responsibilities. Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card

services used to complete transactions on the Sites and to monitor the Sites.

(C) Customer Marks, Customer Content. Paciolan shall have the right and license to utilize and display such names, logos, brand marks (collectively, ("Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Sites and for purposes of this Agreement. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. Each page of the Site may include an attribution to Paciolan as follows: "Powered by Paciolan", which may be modified by Paciolan, with written approval (including email) of Customer, which shall not be unreasonably withheld, conditioned or delayed.

(D) Marketing. Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.

5. Hardware. Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. All right, title and ownership to such Hardware shall transfer to Customer upon delivery of the Hardware. Customer assumes and shall bear the entire risk of loss and damage to the Hardware, upon delivery to the Customer. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware

manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses.

6. **Third Party Software.** To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

7. **Fees and Payment Terms.**

(A) **Fees.** Customer agrees to pay Paciolan the fees set forth on the Investment Addendum in accordance with the terms set forth in the Investment Addendum and this Agreement.

(B) **Minimum Annual Fee.** Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on July 1st of each year and end on June 30th of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period is less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customer the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Investment Addendum is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the Term.

(C) **Invoices and Payment Terms.** Invoices are due and payable by Customer within thirty (30) days from Customer's receipt of the invoice. Invoices may be transmitted via email.

(D) **Separately Billable Items.** Subject to the advance written approval of Customer, which may be via email, Customer shall reimburse Paciolan for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to

require Paciolan to supply reasonable documentation supporting the incurrence of such expenses.

(E) **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or other item) or Hardware covered by this Agreement, excluding taxes on Paciolan's income.

8. **Confidentiality.** The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their vendors, product roadmap, business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, RFPs or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential given the type of information and/or the circumstances of disclosure shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly confidential and will only use the Confidential Information of the other party as contemplated by the Agreement. Each party shall not disclose to any third party any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or

any portion thereof, to its directors, affiliates, legal and financial advisors, who are bound by obligations of confidentiality ("Representatives"). Each party shall be responsible for its Representatives' compliance with the confidentiality provisions in this Section with respect to the Confidential Information of the other party shared with such Representatives. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, pursuant to applicable open records laws), notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 8 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to seek injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

9. **Customer Data.** Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through the System (the "Customer Data") in accordance with Customer's own posted privacy policies, which shall comply with all applicable laws, including but not limited to applicable local, state and federal privacy laws. Customer Data shall be the Confidential Information of Customer. Paciolan also requires that Customer include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan.

10. **Representations and Warranties.**

(A) Paciolan warrants that the Paciolan Software will materially perform in accordance with the Documentation. If the Paciolan Software fails to materially perform in accordance with the Documentation, Paciolan's sole obligation under this

warranty is to remedy such failure by repairing or replacing the Paciolan Software, in a manner consistent with Paciolan's regular business practices.

(B) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

(C) If Paciolan is a corporation, limited liability company, or any other entity organized and existing under state law, Paciolan warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Paciolan has been duly authorized to act for and bind Paciolan.

(D) Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under any agreement to which such party is a party; and (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

11. **Certifications**

(A) **Tax Certification.** If Paciolan is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("**Chapter 171**"), then Paciolan certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Paciolan is exempt from the payment of those taxes, or that Paciolan is an out-

of-state taxable entity that is not subject to those taxes, whichever is applicable.

(B) Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Paciolan certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that Customer may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

(C) Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Paciolan agrees that any payments owing to Paciolan under this Agreement may be applied directly toward any debt or delinquency that Paciolan owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

(D) Conflict of Interest. Paciolan and each person signing on behalf of Paciolan certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of Customer's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by Customer, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

12. Limitation of Liability. IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST OR DESTROYED DATA, LOST TICKET OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. IN NO EVENT SHALL

PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

13. Support Services. Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations.

14. Services.

(A) The delivery of all Professional Services, if any, and subscription services, if any, to Customer will be governed as provided in this Agreement and the Investment Addendum. Acceptance of each applicable component of the System and the corresponding Professional Services, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the System is delivered and available for Customer use. Upon Customer's first use of the applicable component of the System, Customer shall provide Paciolan with a certificate of acceptance.

(B) Hosted Services. Paciolan shall provide the Hosted Services described in the Hosted Services Addendum attached hereto as Exhibit E.

15. Miscellaneous.

(A) Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by overnight courier with proof of delivery. Notices will be deemed effective the day of delivery.

(B) Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver.

(C) If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

(D) The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

(E) Nothing in this Agreement will limit either party's ability to seek equitable relief; provided however that this clause does not waive any defenses available to either party, including but not limited to, sovereign immunity.

(F) Any amendment (which may be in the form of an addendum) must be in writing and expressly state that it is amending this Agreement. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(G) This Agreement and Addendum is the entire agreement between Customer (including Customer's employees) and Paciolan. Paciolan may enter into terms of use agreements, end user license agreements ("EULA"), shrink-wrap provisions, or other agreements or understandings with users of a site or software who are not Customer's employees. Customer shall not be liable for the actions of the users of any application, site or services, other than Customer's employees and to the extent permitted herein. In the event that Paciolan enters into terms of use agreements, terms of services agreements, EULA, shrink-wrap, click-through or other agreements or understandings, whether verbal or in writing, with Customer's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the application, site or service, such agreements shall be null, void and without effect, and the terms of the Agreement and this Addendum shall apply. Paciolan acknowledges and agrees that no Customer employee other than its President has the authority to bind Customer in contract. Customer will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Paciolan's website unless such terms and conditions are set forth in the Agreement. Paciolan may not unilaterally change any term or condition of the Agreement.

16. Without the prior written consent of other party, neither party shall assign or transfer this Agreement, except in the event of an assignment by a party to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required.

17. Products and Materials Produced in Texas. If Paciolan will provide services under the Agreement, Paciolan covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Paciolan will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

18. Tax Exemption. Customer is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.

19. Insurance. Customer is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any Customer insurance obligations in the Agreement, regardless of the type of coverage required. For the entire term of the Agreement ("Term"), Paciolan shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Paciolan will enter property owned or controlled by Customer, Paciolan shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of California, including Employers Liability coverage of \$1,000,000 per accident and per employee; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit. All policies must contain a waiver of subrogation against Customer. Upon Customer's written request, Comprehensive General Liability and Commercial Automobile Liability policies must name Customer as Additional Insured and must include an endorsement to the policy that expressly extends coverage to Customer as an Additional Insured. All policies required to be maintained by Paciolan under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by Customer. Paciolan shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by Customer. Upon Customer's written request, Paciolan shall provide Customer Certificates of Insurance evidencing these insurance requirements prior to the

start of work. Insurance policies will not be cancelled until written notice to Customer. In accordance with Texas state law, Customer shall not name any individual or entity as Additional Insured on a Customer insurance policy.

20. Subcontracts. If Paciolan subcontracts any of the work set forth in the Agreement, Paciolan shall ensure that each subcontractor, vendor, affiliate, agent or representative complies with all provisions of the Agreement applicable to such third party. Paciolan will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

21. Access by Individuals with Disabilities. Paciolan will undertake commercially reasonable efforts to make the Sites it provides under this Agreement comply with the applicable accessibility requirements ("Requirements") of Title I, Rule §206.70 (1) and (2) of the Texas Administrative Code (the "TAC"). If, despite its commercially reasonable efforts, Paciolan is unable to ensure compliance by the Sites with the Requirements, such noncompliance shall not be deemed a material breach under this Agreement and, so long as Paciolan is otherwise in material compliance with the terms and conditions of this Agreement, Customer will remain obligated to pay Annual Hosting Subscription fees to Paciolan for Paciolan's performance under this Agreement despite such non-compliance. Customer's sole and exclusive remedy for Paciolan's non-compliance with the Requirements during the Initial Term shall be non-renewal of the Agreement for a Renewal Term. The above provisions in this "Accessibility" section set forth both the Customer's and Paciolan's sole obligations under this Agreement to each other with respect to the Requirements. Customer's sole and exclusive remedy for Paciolan's non-compliance with the Requirements during any Renewal Term shall be termination of the Agreement upon Customer's notice of material non-compliance to Paciolan and Paciolan's failure to cure such non-compliance within thirty (30) days of its receipt of such notice.

22. State Auditor's Office. Paciolan understands that acceptance of funds under the 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 Sections 51.9335(c), *Texas Education Code*. Paciolan agrees to cooperate with the Auditor in the conduct of the audit or investigation, including

without limitation providing all applicable records requested.

23. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CUSTOMER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON CUSTOMER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CUSTOMER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

24. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of the Agreement between Customer and Paciolan, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to Customer beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

25. Access to Public Information. Paciolan is required to make any public information created or exchanged with Customer pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to Customer. Paciolan acknowledges that Customer is required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

26. Title IX. Customer strictly adheres to Title IX of the Education Amendments of 1972, the federal

Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and Customer's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Customer-controlled property, including institutions and entities with whom Customer places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Customer's Title IX investigation; and, 3) Cooperate fully with all sanctions that Customer may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Customer reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.

27. Compliance. Paciolan shall observe and abide by all laws and regulations applicable to its performance of its obligations under this Agreement.

28. U.S. Department of Homeland Security's E-Verify System. By entering into the Agreement, Paciolan certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Paciolan to perform work pursuant to the Agreement, within the United States of America. Paciolan shall provide, upon request of Customer, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Paciolan, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the Customer and at no fault to the Customer, with no prior notification.

29. Israel Non-Boycott Verification. Pursuant to Section 2270.002, *Texas Government Code*, Paciolan hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.

30. Dispute Resolution; Governing Law. This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and Paciolan to attempt to resolve any claim for breach of contract made by Paciolan that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of Customer shall examine Paciolan's claim and any counterclaim and negotiate with Paciolan in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Paciolan, (ii) neither the issuance of the Agreement by Customer nor any other conduct, action or inaction of any representative of Customer relating to this contract constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity to suit; and (iii) Customer has not waived its right to seek redress in the courts.

31. PCI DSS Compliance. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or intrusion of, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of

Paciolan's compliance with the PCIDSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable security measures, including but not limited to currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

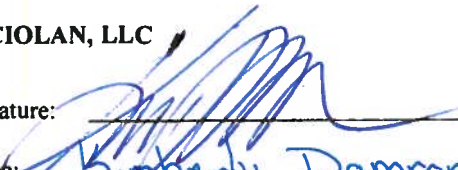
 PACIOLAN, LLC

Signature: _____

Name: _____

Title: _____

Date: _____



Kimberly Damron

President & COO

2/1/18

STEPHEN F. AUSTIN STATE UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____



Baker Pothillo

President*

1-31-18

*Must be signed by University President per Section 15(G).

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: PACMAIL ADDENDUM

This PACMail Addendum ("Addendum") sets forth additional terms and conditions applicable to the license granted to the PACMAIL component of the Software. This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

1. Defined Terms.

"Advertising Materials" means the promotional and/or creative content of email messages sent under this Addendum on behalf of Customer.

"Collecting Entity" means the entity that collects email addresses for use under this Addendum.

"E-mail" or "email" means any electronic mail transmission (whether in the form of messages and/or files) that is sent or received by Customer through use of the PACMail Software.

"Landing Zone" or "landing zone" means the mutually agreed upon data format between Customer and Paciolan with respect to fields included, data types and delimiters.

"Notice to Users" means an online notice to Users describing the practices of Customer and/or their respective vendors regarding the collection, use and disclosure of email addresses, and the Opt Out Opportunity of such User. Where required by applicable law, "Notice to Users" also means notification to the appropriate governmental registrar or entity regarding the practices of Customer and/or its agents regarding the collection, use and disclosure of email addresses.

"Opt Out Opportunity" means an effective medium by which a User can notify Customer that the User declines to participate in the practices of Customer regarding the collection, use and disclosure of email addresses.

"Privacy Rules, Regulation and Principles" means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act of 1998, the United States Children's Online Privacy Protection Act of 1998, the safe harbor guidelines promulgated by the United States Department of Commerce ("DOC"), CAN-SPAM Act any future regulation or guidelines that may be adopted by the DOC, any future regulations or guidelines that may be adopted by the DOC, the Federal Trade Commission or other agency of the government of

the United States with respect to privacy or data protection, and Network Advertising Initiative's Self – Regulatory Principles for Online Preference Marketing by Network Advertisers, each as amended and supplemented from time to time; Canada's Fighting Internet and Wireless Spam Act; and the Personal Information Protection and Electronic Documents Act."

"User" means the person corresponding to an email address.

"User Consent" means: (i) for email addresses collected outside the United States, consent required under applicable law; and (ii) for email addresses collected in the United States means an affirmative act by the User giving Customer or its agents/vendors permission to send promotional email messages to the User. User Consent may be given at the time that the Collecting Entity collects the email address or as otherwise proscribed by applicable law.

"Web Site" means any point of presence maintained on the Internet or on any other public data network.

2. Delivery of Licensed Services; Licenses.

(A) Delivery. Paciolan licenses proprietary technologies and processes to provide Customer with the "Licensed Services", which include an Internet-based, email marketing solution that allows Customer to send email promotional messages to fans, patrons or visitors (i.e. Users). The Licensed Services will be accessible to Customer through an Internet site hosted by Paciolan or its licensors at a URL to be designated by Paciolan from time to time (collectively, the "Site").

(B) Ownership: No Implied Licenses The Intellectual Property Rights in the "look and feel" of the Site and/or the content provided by Customer shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, the PACMail component of the Paciolan Software, shall be owned exclusively by Paciolan or its licensors. All Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such Customer Mark to the extent necessary to

include such names, logos and other Customer content on the Site. "Intellectual Property Rights" means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 1(d), nothing set forth in this Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan of the Customer trademarks, trade names, logos and other brand marks (collectively the "Customer Marks") are subject to Customer's prior approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to Customer. Each page of the Site shall include an attribution to Paciolan. Paciolan reserves the right to modify this attribution from time to time during the term of this Addendum and update the attribution on the Site.

(D) Customer License. Paciolan hereby grants to Customer a non-exclusive, non-transferable license (the "Customer License") to access and use the Site and to conduct and use the Site for Customer's internal business purposes.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

3. Customer Warranties. Customer represents and warrants that: (a) Customer has the right to enter into this Addendum and fully perform the obligations herein; (b)

there is no contract, commitment or agreement to which Customer is a party that conflicts with this Addendum; (c) Customer shall comply with all applicable laws (including, but not limited to, applicable Privacy Rules, Regulations and Principles); and (d) Customer has the skill and experience necessary to perform the services contemplated by this Addendum in a professional manner. Customer further represents and warrants that: (i) Customer has all authority, by ownership, license or otherwise, to use and publish the entire content of the Advertising Materials; and (ii) Customer or its agents has the right, either by ownership or license, to use, publish and supply to Paciolan the email addresses contemplated hereunder. Customer hereby expressly disclaims any representations and warranties by Paciolan's licensor of the Licensed Services to Customer, and all liability of such licensor to Customer.

4. Customer Responsibilities. Customer agrees to:

(A) Update Customer's corporate web site with marketing information regarding the Site;

(B) Establish a client login button, if applicable, on Customer's corporate web site that will transport the client (i.e. customer of Customer) to the Site;

(C) Not permit any service competitive with the Site to originate from or be accessed by the Customer's Website;

(D) Not use the Software or services provided hereunder to promote the offerings of any third party ticketing solutions provider, except as expressly approved by Paciolan in writing; and

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations, including, without limitation, Privacy Rules, Regulation and Principles. Customer shall publish its standard privacy policy in a prominent location on the Site for viewing by clients and shall provide adequate notice, disclosure and choice to clients regarding its collection, use and disclosure of client information.

(F) Agrees that, in connection with its use of the Licensed Services and PACMail Software and without limiting the generality of the obligations of Customer contained elsewhere herein, Customer shall ensure that (i) Customer's use of the Licensed Services and PACMail Software, including email addresses, under this Addendum will not violate any applicable Privacy Rules, Regulations or Principles, (ii) for all email addresses used by Customer under this Addendum, the User will have been given a Notice to Users and an Opt

Out Opportunity, and the User will have given his or her User Consent, as appropriate for the country or residence of such User, and (iii) Customer will not send unlawful or unsolicited email (commonly known as "spam" or "junk" mail).

(G) Conduct business in a manner which reflects favorably at all times on the goodwill and reputation of Paciolan, and will avoid deceptive, misleading and unethical practices.

5. **Additional Terms.** In the event that Paciolan becomes aware of or believes in Paciolan's reasonable judgment, based on Paciolan's information from carriers of email messages or other industry self regulatory organization or other industry overseer, that any email activity delivery by Paciolan or Customer for Customer under this Addendum includes messages to Users in violation of the terms of this Addendum, Paciolan shall have the right to take any and all of the actions described below in this section until such time as Paciolan can confirm the compliance of Customer with this Addendum. Paciolan will immediately notify Customer of such noncompliance and allow Customer to join the actions to confirm such compliance. In the event that Paciolan determines, after consultation with Customer, that email activity included messages to Users in violation of this Addendum, then: (a) Paciolan may cease further email activity for the particular mailing upon notice to Customer; (b) Paciolan may cease to service Customer until such time as Paciolan reasonably assures itself that Customer's information and email messages are and will continue to comply with this Addendum; (c) if Paciolan believes, in its sole discretion and reasonable judgment, that as a result of continued services to Customer, Paciolan may be restricted from distributing emails over certain networks or be "blacklisted" by an industry self regulatory organization or other industry overseers, Paciolan may cease to provide any further service to Customer until such time as Paciolan can be reasonably assured that, by continued services to Customer, such industry self regulatory organization or other industry overseer will not restrict Paciolan from distributing emails over certain networks, blacklist Paciolan or otherwise interrupt service to or from Paciolan. Paciolan and Customer will work diligently to resolve any issues in this area to the benefit of all parties. Paciolan shall not have any right to discontinue the services hereunder if such restriction or blacklisting is a result of anything other than Paciolan's service to Customer (e.g. for Paciolan's services to its other customers, or for general trends among privacy interest groups). If during any six (6) month period, the actions or failures of Customer give rise to the right of Paciolan with respect to three (3) separate campaigns to rightfully discontinue services pursuant to this Addendum,

Paciolan shall have the right to provide Customer with a non-service notice, which notice shall inform Customer that it has thirty (30) days to provide to Paciolan a written plan to remedy the failures as described above (a "Remedy Plan"). In the event that (a) Paciolan does not receive a Remedy Plan, or (b) during the ninety (90) days following receipt of the Remedy Plan another action or failure of Customer gives rise to the right of Paciolan to discontinue services with respect to Customer pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service termination notice, which notice shall inform Customer that it has thirty (30) days from such notice to notify Paciolan of Customer election to either commence self services of the product (such self service to commence within 180 days of the notice or such other date as the parties may determine), or terminate this Addendum. In the event of termination of this Addendum pursuant to this section, Paciolan will continue to service opt-in clients of Customer 180 days from notice by Customer of its election to terminate.

6. **Transition.** At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Licensed Services under similar terms and conditions, subject to such third party's required pass through terms and conditions. If such pass through terms and conditions are not acceptable to Customer, Customer may terminate this Addendum.

EXHIBIT B: HOSTED SERVICES ADDENDUM

Data Center and Services

- Paciolan shall, at its sole expense maintain a central computer facility ("Data Center") at such location as it shall deem necessary for the operation of the System.
- Paciolan's Data Center is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be performed outside the standard maintenance window and which will affect System availability. Paciolan will make all reasonable efforts to accommodate Customer's system availability needs outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- Paciolan is responsible for system administrative activities including the following:
 - Software maintenance
 - Hardware maintenance and upgrades as needed for hardware owned by Paciolan
 - Reasonable backups of critical data
 - Monitoring of System availability and responsiveness

Security

- Remote System access is controlled via firewalls.
- Controlled physical access to the Data Center
- Managed System administration level access is limited to Paciolan team members.

Other Products and Services

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan's Data Center. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Software upgrades, if and when available, for licensed copies of the Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third Party Software listed on the Investment Addendum for no additional charge (unless stated otherwise in the Investment Addendum)
- Support Services

For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:

- Third-party software not listed on the Investment Addendum, initial setup and monthly cost for frame relay connection to payment processor
- Custom programming
- Travel & related expenses
- Transaction fees set forth on the Investment Addendum attached to this Agreement.
- Additional training or consulting services requested during the term of the Agreement.

EXHIBIT C: INVESTMENT ADDENDUM

HARDWARE, SOFTWARE AND SERVICES		
Qty	Description	
HARDWARE		
Hardware Point-of-Sale Stations		
8	BOCA Lemur-S +46 Ticket Printer (w/cutter) 300dpi, RADJW-2	
8	USB 2.0 AB Printer Cable	
8	Credit Card Swipe	
Hardware - Other		
14	Personal Computer	
	Minimum PC Requirements:	
	Windows 7/8 (64bit processor) Operating System	
	Google Chrome or IE 10 Internet Browser, Intel Pentium Processor G2020 (2.9GHz)	
	or greater (or equiv. competitor chip), 8GB RAM min for 64bit OS, 50GB Free Disk Space,	
	Video - Integrated HD Graphics, 2 USB ports, Parallel port and Serial port	
TBD	Virtual SSL VPN License	
SOFTWARE		
Paciolan Software		
1	Res Software License	
1	Paciolan client Software for use with Seat Map	
1	System Access Management Software for use with Access Management	
1	t.Credit Software License	
1	e.Venue Software License	
5	Paciolan Concurrent User License	
	(includes Paciolan Application Fee, UniVerse DBMS License and SB+ Runtime License)	
Third Party Software		
14	SB+ Client Windows/GUI Emulation Software License	
Third-Party Credit Card Authorization Software		
3	Merchant ID (Gateway Login)	
3-D Secure Authentication (Optional)		
1	Verified by Visa and MasterCard SecureCode	\$0.09 /per Transaction
1	American Express Safekey	\$0.17 /per Transaction
p.ODBC (Windows Reporting Tool)		
1	UVODBC License	
1	t.Res ODBC Dictionary	
* 3-D Secure Authentication Transactions to be billed monthly. Please note that 3D Secure Authentication may provides reduced chargeback exposure to merchants per the rules of Visa, Mastercard, and American Express. Please consult your merchant bank for further details on how this program applies to you. If you opt for 3-D Secure then it is required for all card types (American Express, Visa, and Mastercard)		

Qty	Description	
	Hosting	
1	Annual Hosting Subscription	\$40,000
	Access Management	
1	Annual Access Management Subscription	
	PACMail	
1	PACMail Annual Service	
	Paciolan Concurrent User License	
1	Paciolan Concurrent User Annual License Subscription (5 Users)	
	eQuery	
1	eQuery License Subscription	
	Service Program	
5	Users, Premium Service Program (t.Res, t.Credit)	
HARDWARE, SOFTWARE AND SERVICES		
Qty	Description	
	PROFESSIONAL SERVICES*	
	Project Management Services	
6	Day(s), Project Management Services	
	Hosted Database Services	
1	Database Setup	
	Installation and Configuration Services	
1	Day(s), Pre Installation Consulting/Network Connect	
1	Day(s), Hardware Configuration & Installation	
1	p.ODBC Installation	
1	Credit Card Application Installation	
	Implementation and Training Services	
16	Day(s), Applications Training	
4	Day(s), Reporting	
1	PACMail Implementation & Training	
1	Credit Card Application Training	
1	Data Feed from Paciolan to University Fundraising	
	e.Venue Professional Services	
1	e.Venue Implementation	
	Project Management	
	System Installation and Configuration	
	HTML - Standard Site Build	
	Initial Template Build (1 Template) for Print at Home and Laser Printing	
	Post Installation	
	e.Venue Training	
	eQuery	
1	eQuery Database Installation	
* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned. Travel expenses (airfare, meals, lodging, etc.), Customs, Import Taxes, and/or Brokerage fees will be billed separately to customer as incurred.		

Access Management

Qty Description

Hardware

- 16 Handheld scanner kits
 - 16 Janam XM Mobile Computer w/ABG Radio, 2D, Crosshairs, 2X Battery
 - 6 3760mAh 3.7V Extended Battery
 - 1 USB Cable Cup
 - 1 1-slot serial cradle Kit
 - includes power supply, line cord, & communication cable
 - 4 4-Slot Charge - only Cradle Kit
 - includes power supply & line cord
 - communication cable available as add-on
 - 1 Janam Six-Bay battery charging station (holds 6 batteries)
 - Includes power supply & DC power connector
 - 8 Snap-on magnetic stripe reader
 - 16 Lanyard/Neck strap

0 Access Point kits (Provided and Installed by Customer)

1 Access server - Hosted

Software

Access Management software licenses

- 16 AM Handheld software license fee
- 16 Microsoft Windows Device CAL (Minimum of 5)

Professional Services

- 10 Day(s), Implementation Services
 - Pre-Install Site Visit/Assessment
 - Project Management & Planning
 - System Installation & Testing
 - Consulting and Training
 - Event Support

* Notes:

- **Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.**
- Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.
- For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.
- Scope of work is completed in phases for multi-venue/multi-activity implementations.
- Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.
- Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc.
- Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.
- Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

TRANSACTION FEES

Description	Term
Single Ticket or Value/Misc. Item (1)	
Per Price of Ticket or Value/Misc. Item Sold via the System	8.0%
Minimum Fee Per Ticket or Value/Misc. Item	\$1.00
Maximum Fee Per Ticket or Value/Misc. Item	\$3.00
Item Packages (2)	
Maximum Fee Per an Item Package	Waived
New Combo / Multiple Event Items / Season Tickets (3)	
Per Price of Combo / Multiple Event Item Sold via e.Venue	Waived
Student Season Tickets	
Per Combo / Multiple Event Item Sold via e.Venue	Waived
Renewals / Application Packages (4)	
Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	Waived
Payment Plan Options	
Per additional payments processed via e.Venue	Waived
Online Donation Processing	
Per Transaction Value processed via e.Venue	Waived
Electronic Transfer	
Per Single Ticket transfer processed via e.Venue	Waived
Electronic Returns	
Per Single Ticket returns processed via e.Venue	Waived
e.Check Transactions	
Per Check electronically processed	Waived
Electronic Ticket / Item Delivery from e.Venue and Back Office System (5)	
Per Order utilizing Print at Home	Waived
Per Order utilizing Patron ID Card/Device	Waived
e.Venue Guaranteed Minimum Annual Fee (6)	Waived
Integrated Ticket Market Place	
Per Total Cost to Buyer (7)	Waived
Per Price of Membership Sold (8)	Waived
3rd party sales (9)	
Per Single, Combo, Value Item transacted through Paciolan	Waived

1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through the System, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.

2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.

3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.

4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.

5 Fees apply to orders assigning items to an electronic delivery method.

Back Office systems include tRes and WBST.

6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.

7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer

8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace

9 Applies to 3rd party inventory sold through Paciolan client, or client's inventory sold through a 3rd party

FEES AND PAYMENT TERMS

FEES		
ANNUAL HOSTING SUBSCRIPTION		\$40,000
PAYMENT TERMS		
DUE ON Agreement Effective Date		<u>\$40,000</u>
DUE ON 1st Anniversary of Agreement Effective Date		<u>\$40,000</u>
DUE ON 2nd Anniversary of Agreement Effective Date		<u>\$40,000</u>
DUE ON 3rd Anniversary of Agreement Effective Date		<u>\$40,000</u>
DUE ON 4th Anniversary of Agreement Effective Date		<u>\$40,000</u>