

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

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

PO Number: **B2000051**PO Date: **01/01/20**

Delivery Date:

**Supplier:**Teamworks Innovations, Inc.  
122 E Parrish St  
Durham NC 27701-3319**CONFIRM RECEIPT OF PURCHASE ORDER AND  
ACCEPTANCE OF DELIVERY DATE  
BY EMAILING PURCHASE@SFASU.EDU.**

teresa.rhodes@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: Not Applicable****PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
1	EXEMPT POLICY - 17.1 - Direct Publication ---- In accordance with iContracts #773851 ---- Contract Term: 01/01/2020 - 08/31/2025 ---- RE: R0070004  000P20911D SOFTWARE - ANNUAL SUBSCRIPTION  Professional Services Description - Implementation Services: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform	1.00 YRS	11,049.5900	11,049.59

**Purchaser:** Teresa Rhodes

(936) 4684460

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

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer

# TEAMWORKS

## Customer Agreement - Original Agreement

(version 14.9.17)

**Client:** Stephen F. Austin University - Athletic Department  
**Contact Name:** Rob Meyers  
**Email:** rmevers@sfasu.edu  
**Phone:** 936-468-4080  
**Address:** PO Box 13010  
 SFA Station  
 Nacogdoches, TX 75962

**Licensor:** Teamworks Innovations, Inc.  
**Contact Name:** James Coffos  
**Email:** contracts@teamworks.com  
**Phone:** 877-821-5558  
**Address:** 122 E Parrish St.  
 Durham, NC 27701

FEES			
Professional Services Description	Units	Unit Price	Extended Price
Implementation Service: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform Customization, Ongoing Education	1	\$5,000.00	INCLUDED
<b>TOTAL PROFESSIONAL SERVICES FEES:</b>			<b>\$0.00</b>
Application Service Description	Units	Unit Price	Extended Price
Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team), File Sharing, Travel, Forms (9,000 DocuSign form completions/yr)	400	\$210.00	\$84,000.00
Teamworks Academics	400	\$60.00	\$24,000.00
Teamworks Additional Module - Video (100GB Storage / 500GB Bandwidth per module)	3	\$750.00	\$2,250.00
<b>SUBTOTAL</b>			<b>\$110,250.00</b>
Term Discount	400	(\$15.00)	(\$6,000.00)
Department Discount	400	(\$30.00)	(\$12,000.00)
Client Commitment Discount	400	(\$15.00)	(\$6,000.00)
Prompt Execution Discount	400	(\$15.00)	(\$6,000.00)
<b>TOTAL BASE ANNUAL FEE:</b>			<b>\$72,250.00</b>

Messages sent in-application do not consume Message Credits. Message Credits used in excess of the annual allotted amount will be assessed at a rate of \$.045 per credit, and may be billed separately or appended to future invoices. 1 SMS Message = 1/2 Message Credit. 1 MMS Message (Picture Message) = 1 Message Credit. 1 Minute of Voice Message = 1 Message Credit.

Additional 2-way Messaging Users may be purchased at a rate of \$50/year per 2-way messaging user added.

Multi-year agreements are subject to a standard 4.25% annual price escalator which is included in the below payment schedule.

Prices shown above do not include state and local sales/use taxes that may apply. Any such taxes are the responsibility of the Client and will appear on the final Invoice. Tax-exempt entities must provide Licensor with a copy of their applicable tax exemption certificate.

To receive the Client Commitment Discount: Client grants Licensor permission to identify Client and Client's logo on Licensor's Customer List which may be displayed on Licensor's website or in promotional materials. Client agrees Licensor may issue a press release announcing Client's adoption of the Teamworks platform. Client will provide at least two (2) quotes from senior staff related to the agreement. Final publication of the press release shall be subject to Client's final approval, such approval not to be unreasonably withheld. Additionally, Client agrees to make a formal introduction to three (3) College Departments within the first six (6) months of the first year of the agreement.

To receive the Prompt Execution discount, Client must execute Original Agreement and return to Licensor prior to close of business on 12/11/2019. If this deadline is not met, the Prompt Execution Discount will be forfeited.

SPECIAL CONSIDERATIONS: Client will have access to the Teamworks Platform including Academics beginning 01/01/2020 with the initial prorated payment covering service through 08/31/2020. Client will be invoiced on 9/1/2020 in accordance with the Academics Lite pricing model. For the remainder of the contract term, Client will be invoiced for the Teamworks Platform and Full Academics Suite as listed above.

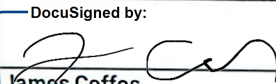

### PAYMENT SCHEDULE

Payment Due 01/01/2020	
Payment Due 09/01/2020	\$11,049.59
Payment Due 09/01/2021	\$65,050.00
Payment Due 09/01/2022	\$75,320.63
Payment Due 09/01/2023	\$78,521.75
Payment Due 09/01/2024	\$81,858.93
	<b>\$85,337.93</b>

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE APPLICATION SERVICE PROVIDER AGREEMENT.

Duration of Agreement: 5 years, 8 months. This Agreement (and all price locks) will expire on 08/31/2025.

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Original Agreement as of 12/11/2019 and represent and warrant that the party executing this Original Agreement on their behalf is duly authorized.

TEAMWORKS INNOVATIONS, INC. ACCEPTANCE		STEPHEN F. AUSTIN UNIVERSITY ACCEPTANCE	
Signature	DocuSigned by: 	Signature	
Printed Name	James Coffos	Printed Name	Dr. Scott Gordon
Title	Chief Financial Officer	Title	President
Date	12/11/2019	Date	12.11.19

## STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum ("Addendum") is between Stephen F. Austin State University ("University") and the party represented in the signature block below ("Contracting Party") and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered iContracts #####, between University and Contracting Party (the "Agreement"). Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and supersede all conflicting provisions, and Contracting Party waives any claim to the contrary.

1. Payment Terms. Payment terms for amounts due from University to Contracting Party under the Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
2. Representations and Warranties by Contracting Party. If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party 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 Contracting Party has been duly authorized to act for and bind Contracting Party.
3. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. 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, Contracting Party certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party 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.
6. Conflict of Interest. Contracting Party and each person signing on behalf of Contracting Party 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 University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.
7. Products and Materials Produced in Texas. If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contracting Party 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.
8. Tax Exemption. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
9. Travel Expenses. If the Agreement requires University to reimburse Contracting Party for travel expenses, Contracting Party shall invoice all requests for reimbursement in accordance with the State

of Texas travel, meal and lodging reimbursement guidelines and limitations applicable to State of Texas employees.

10. **Delivery, Title, and Risk of Loss.** All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the goods or work prior to University's acceptance, such loss or damage will be Contracting Party's responsibility. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, and custom charges and any fees and duties in connection with shipment of goods. Delivery of any goods to University pursuant to the Agreement must be FOB destination.
11. **Insurance.** University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in the Agreement, regardless of the type of coverage required. For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter property owned or controlled by the University, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, 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; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk all-risk coverage ending at final completion in the amount of the construction cost, including protection against named windstorm and flood. Risk of loss of any portion of the Project shall remain with Contracting Party unless and until such portion of the Project passes into the exclusive possession and control of University. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured and must include an endorsement to the policy that expressly extends coverage to University as an Additional Insured. All policies required to be maintained by Contracting Party under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by University. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by University. Contracting Party shall provide University Certificates of Insurance evidencing these insurance requirements prior to the start of work. Insurance policies will not be cancelled or altered until after sixty (60) days' unconditional written notice to University. In accordance with Texas state law, University shall not name any individual or entity as Additional Insured on a University insurance policy.
12. **Indemnification.** CONTRACTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTING PARTY, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.
13. **Subcontracts.** If Contracting Party subcontracts any of the work set forth in the Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement and this Addendum. Contracting Party 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.
14. **Assignment.** Contracting Party shall not assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of University, such consent not to be unreasonably withheld, conditioned or delayed. Contracting Party shall not delegate any performance under this Agreement, except with the prior written consent of University. Any purported assignment of rights or delegation of performance in violation of this provision is null and void.
15. **Access by Individuals with Disabilities.** To the extent Contracting Party is providing *Electronic Information Resources*, as described herein, to University, Contracting Party represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information,

documentation and support that it provides to University under the Agreement ("Electronic and information Resources (EIR) Accessibility Warranty"; collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. University may review, test, evaluate and monitor Contracting Party's EIRs for compliance with the EIR Accessibility Warranty. Contracting Party agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University's right to contest the Contracting Party's assertion of compliance with the EIR Accessibility Warranty. To the extent Contracting Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contracting Party represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Contracting Party fails or is unable to do so, then University may terminate the Agreement and Contracting Party will refund to University all amounts University has paid under the Agreement during the time Contracting Party was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.

16. Other Agreements. This Agreement and Addendum is the entire agreement between University (including University's employees) and Contracting Party. Contracting Party 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 University's employees. University shall not be liable for the actions of the users of any application, site or services, other than University's employees and to the extent permitted herein. In the event that Contracting Party 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 University'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. Contracting Party acknowledges and agrees that no University employee other than its President has the authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contracting Party's website unless such terms and conditions are set forth in the Agreement. Contracting Party may not unilaterally change any term or condition of the Agreement.
17. [Reserved]
18. Loss of Funding. Performance by University under the 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 University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall be able to place this agreement on a temporary hold until such time as necessary funds are appropriated. If the necessary funds are not appropriated within two (2) years, University will send notice to Contracting Party terminating the Agreement, with no further obligation or duty. University's access to the Teamworks application may be suspended for the duration of any such hold.
19. State Auditor's Office. Contracting Party 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*. Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contracting Party will include this provision in all contracts with permitted subcontractors.
20. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (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 UNIVERSITY'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 UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

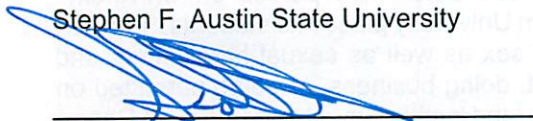
21. **Sovereign Immunity.** The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Contracting Party, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University 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.
22. **Access to Public Information.** Contracting Party is required to make any information created or exchanged with University 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 University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
23. **Confidentiality.** During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contracting Party may come in contact with confidential information of University. Contracting Party agrees to treat as confidential the information or knowledge that becomes known to Contracting Party during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contracting Party's possession or control. Contracting Party shall further comply with all University information security policies that may apply.
24. **Title IX.** University 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 the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University 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 University's Title IX investigation; and, 3) Cooperate fully with all sanctions that University 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, University 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.
25. **Publicity.** Contracting Party shall not use the University's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University's prior written approval.
26. **Compliance.** Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
27. **U.S. Department of Homeland Security's E-Verify System.** By entering into the Agreement, Contracting Party 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 Contracting Party to perform work pursuant to the Agreement, within the United States of America. Contracting Party shall provide, upon request of University, 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 Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

- 28. Israel Non-Boycott Verification. Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party 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*.
- 29. 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 University and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Contracting Party's claim and any counterclaim and negotiate with Contracting Party 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 Contracting Party, (ii) neither the issuance of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

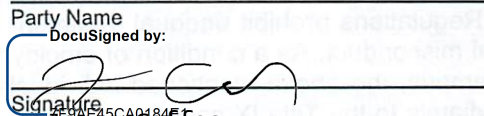
**UNIVERSITY**

Stephen F. Austin State University

  
 \_\_\_\_\_  
 Signature  
 Dr. Scott Gordon  
 \_\_\_\_\_  
 Name  
 President  
 \_\_\_\_\_  
 Title  
 12.11.19  
 \_\_\_\_\_  
 Date

**CONTRACTING PARTY**

Teamworks Innovations, Inc.

Party Name  
 DocuSigned by:  
  
 \_\_\_\_\_  
 Signature  
 James Coffos  
 \_\_\_\_\_  
 Name  
 CFO  
 \_\_\_\_\_  
 Title  
 12/11/2019  
 \_\_\_\_\_  
 Date

## APPLICATION SERVICE PROVIDER AGREEMENT

### Terms and Conditions

This Agreement (this "**Agreement**") is effective as of the date in the Customer Agreement (the "**Customer Agreement**"), by and between TEAMWORKS INNOVATIONS, INC. ("**LICENSOR**") and the party identified as Client in the Customer Agreement ("**Client**"), which is incorporated herein by reference. For and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **License Grant.** Except as otherwise provided in Section 16 below, LICENSOR hereby grants to Client the non-exclusive, non-transferable, limited, terminable license to use the Licensed Software ("**Licensed Software**" shall mean LICENSOR's Teamworks software platform and any accompanying documentation) during the Term in accordance with the terms and conditions set forth in this Agreement and the Customer Agreement. Title to the Licensed Software remains in LICENSOR and all rights not expressly granted to Client in this Section and Section 16 are reserved by LICENSOR.
2. **Authorized Users.** Client shall select employees or other persons who shall be authorized to use this Licensed Software in accordance with this Agreement ("**Authorized Users**").
3. **Hours of Operation.** Except for periods of failure attributable to the telecommunications provider, LICENSOR will take commercially reasonable measures to allow Client to access the Licensed Software twenty four (24) hours a day, seven (7) days per week, except for reasonable maintenance periods, which shall not exceed one percent (1.00%) downtime per year. Whenever possible, LICENSOR shall perform maintenance between the hours of 12:00 midnight and 6:00 a.m. Central Time. LICENSOR shall make reasonable efforts to notify Client in advance of other scheduled maintenance periods.
4. **Services.** During the Term, LICENSOR agrees to render to Client any services listed on the Customer Agreement (the "**Services**"). CLIENT will be responsible for entering into the Licensed Software the data it desires in the Licensed Software ("**Client Data**"). LICENSOR will provide on-going data management and hosting services for Client Data entered into or processed by the Licensed Software, including but not limited to data transfer, data storage and data access. Although Authorized Users will input Client Data into the Licensed Software, they will not be involved in the software development and coding or the support, maintenance, hosting, operation, or maintenance related to the Licensed Software. Client will rely upon

LICENSOR's personnel in all technical and operational matters related to the Licensed Software. LICENSOR shall not be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

5. **Customization.** If Client desires to engage LICENSOR to perform any changes or customization to the Licensed Software, LICENSOR shall perform such services on a time and materials basis, with fees to be negotiated between the parties, and LICENSOR shall retain all rights with respect to any such changes or customization in accordance with Section 16.

6. **Protection of Client Data.** LICENSOR agrees to take commercially reasonable measures and perform appropriate tests to assure that the Licensed Software provided by LICENSOR is free of known viruses. Further, LICENSOR agrees to maintain reasonable security (including encrypted password protection and encrypted data transfer) for uploading and downloading of Client Data and allowing Client access to the Licensed Software in compliance with industry practices. Client has complete ownership of the Client Data at all times and agrees to be responsible for making any and all required or requested corrections to the Client Data. Client is solely responsible for reviewing all Client Data and shall ensure that no Client Data constitutes or contains any data prohibited by applicable law or that is otherwise in violation of Section 18 below and other terms of this Agreement. Client agrees to be responsible for all security of Client Data transmitted or shared by Client with any outside third parties. In the event that Client requests that LICENSOR transfer any data to or from another customer of LICENSOR, including any data related to individuals within Client's or such other customer's organization, Client shall sign a data transfer agreement acceptable to LICENSOR. Client shall comply with all Federal, State and local laws, ordinances, and regulations in obtaining, maintaining and transferring the Client Data, including obtaining all legally required consents of any third parties. **Client agrees that LICENSOR is not liable for errors in data or transmission or lost data, and LICENSOR is not obligated to investigate or audit the accuracy of the data unless such losses occur due to the negligent or intentional omission of LICENSOR, except as specified in Section 34 below.**

LICENSOR shall be responsible for, and remain liable to, Client for the actions and omissions of its employees, all



contractors, agents, outsourcers and auditors engaged by or performing services on behalf of LICENSOR concerning the treatment of Client Data as if they were LICENSOR's own actions and omissions. At a minimum, LICENSOR's safeguards for the protection of Client Data shall include: (i) limiting access of Client Data to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting highly-sensitive Client Data stored on any mobile media; (vii) encrypting highly-sensitive Client Data transmitted over public or wireless networks; and (viii) strictly segregating Client Data from information of LICENSOR or its other customers so that Client Data is not commingled with any other types of information. LICENSOR represents and warrants that its collection, access, use, storage, disposal and disclosure of Client Data does and will comply with all applicable federal and state and foreign privacy and data protection laws, as well as all other applicable regulations and directives. In the event of a Security Breach, LICENSOR will immediately notify the Client and agrees that it shall not inform any third party of any Security Breach without first obtaining Client's prior written consent, other than to inform a complainant that the matter has been forwarded to Client's legal counsel, and except where disclosure of such Security Breach is required by applicable law. Furthermore, Licensor agrees that it will reasonably cooperate with Client's insurer in the event of a Security Breach and/or suspected Security Breach. "**Security Breach**" means (i) any act or omission that compromises either the security, confidentiality or integrity of Client Data or the physical, technical, administrative or organization safeguards put in place by LICENSOR or any authorized representatives that relate to the protection of the security, confidentiality or integrity of Customer Information, or (ii) receipt of a complaint in relation to the privacy practices of LICENSOR or any authorized representatives or a breach or alleged breach of this Agreement relating to such privacy practices.

7. **Client's Responsibilities.** Client is solely responsible for obtaining, at its own expense, the requisite software, hardware, equipment and telecommunications service(s) necessary to access the Licensed Software hosted by LICENSOR. Client shall be responsible for ensuring that each Authorized User shall only use the Licensed Software in accordance with this Agreement and otherwise complies with the terms and conditions of this Agreement.

8. **Backup.** LICENSOR will perform daily backups of its database in accordance with industry standards. A

copy of backup media will be transferred to a location remote from LICENSOR's data center at least once per week.

9. **User Names and Passwords.** Client will access the Licensed Software through the use of a user name and password assigned by LICENSOR. Client is responsible for safeguarding and maintaining the secrecy of its user name and password at all times. Client shall be solely responsible for monitoring and terminating, when appropriate, its Authorized Users' access to the Licensed Software. LICENSOR shall not be responsible or liable for the use or misuse of any user name or password. To the extent permitted by law, Client shall be solely and exclusively responsible and liable for any use or access to the Licensed Software by any person or entity who gains access to the Licensed Software through the use of Client's user name or password unless such use or access is obtained through the improper release of the user name or password by LICENSOR.

10. **No Relationship.** Regarding transactions conducted via the Licensed Software, LICENSOR: (a) is not a party or an agent of Client in such transactions, (b) does not take title to the Client Data, and (c) LICENSOR is not responsible for errors and omissions of Client Data entered into the Licensed Software

11. **No Warranties of Third Party Sites.** The Licensed Software may provide links or references to other third party websites ("**Third Party Sites**"). LICENSOR has no responsibility for the content of Third Party Sites, does not make any representations or give any warranties with respect to any information contained at or made available through Third Party Sites (including the availability or accessibility of such Third Party Sites), and shall not be liable for any damages or injury arising from the content of Third Party Sites. LICENSOR does not endorse companies, products or the websites to which it has provided links, but merely provides them as a convenience to Client. Unless approved in writing by LICENSOR, Client agrees not to provide or create a link to the Licensed Software or create any frames at any other sites pertaining to any of the content in the Licensed Software.

12. **License, Hosting and Support Fees.** In consideration for the license of the Licensed Software, and the Services provided to Client under the terms of this Agreement, Client shall pay to LICENSOR the fees in the amounts and on the dates specified in the Customer Agreement (the "**License Fee**"). The initial payment of the License Fee shall be invoiced on or about the date of set-up or, if already installed, on or before the Effective Date set forth in the Customer Agreement (the "**Effective Date**") and shall be payable as set forth in the Texas Prompt Payment Act. Except as otherwise indicated in the Customer

Agreement, the License Fee for the entire Term will be fully earned and non-refundable on the Effective Date.

**13. Additional Fees; Invoices.** Client also agrees to pay any other authorized fees or expenses incurred by LICENSOR pursuant to this Agreement or as set forth in the Customer Agreement, if any, including but not limited to excess message charges. LICENSOR will provide Client with detailed invoices for such expenses, and Client acknowledges that payments for all such invoices are due within thirty (30) days of receipt by Client. Any payment of the License Fee or other charges not received within thirty (30) days of receipt of an invoice shall bear interest at a rate of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.

**14. Taxes.** In addition to the consideration provided herein, Client agrees to pay amounts equal to any sales, use, excise or other taxes which may be imposed as a result of this Agreement pursuant to applicable law, but Client shall not be obligated to pay any taxes based on LICENSOR's net income or tangible personal property. If Client claims an exemption from any such taxes, Client shall provide to LICENSOR an appropriate exemption certificate.

**15. Term and Termination.** This Agreement shall commence upon the Effective Date and shall continue for the period specified in the Customer Agreement (the "Term"), unless sooner terminated pursuant to the express terms of this Agreement or the Customer Agreement. LICENSOR has the right to terminate this Agreement in the event of a material breach of this Agreement by Client that is not cured by Client within ten (10) days of Client's receipt of a written notice of breach and demand to cure. Client has the right to terminate this Agreement in the event of a material breach of this Agreement by LICENSOR that is not cured by LICENSOR within ten (10) days of LICENSOR's receipt of a written notice of breach and demand to cure.

**16. Proprietary Rights.** Client acknowledges and agrees that all right, title and interest, including patent, trademark, copyright, trade secret, and any other proprietary right in the Licensed Software and all improvements, modifications, enhancements, updates, translations, customizations and derivatives provided by LICENSOR, and all related documentation and information, is and shall be the sole and exclusive property of LICENSOR and that Client shall not contest the validity or ownership of any such proprietary rights. Client further acknowledges and agrees that all right, title and interest, including patent, trade mark, copyright, trade secret and other proprietary right and any improvements, modifications, enhancements, updates, translations, and derivative works that are made to the Licensed Software for Client, and customizations made for Client for use with the Licensed Software, as well as all

related documentation and information, are and shall be the sole and exclusive property of LICENSOR. Notwithstanding the foregoing, nothing in this Section 16 shall give LICENSOR any rights in Client's trademarks.

**17. Restrictions.** Client understands that the license granted in this Agreement places certain limits on Client's use of the Licensed Software, including without limitation, each of the following: (a) Client shall not disclose, license, sublicense, assign, rent, sell, loan, give or otherwise distribute all or any part of the Licensed Software or any other software or information derived from the Licensed Software to any third party or other organizations except as specifically permitted under the Customer Agreement; (b) Client will restrict access to the Licensed Software to Authorized Users in connection with the performance of their duties for Client; (c) Client shall not attempt to view, edit, reverse engineer, decompile or otherwise access the source code of the Licensed Software or alter or tamper in any way with the Licensed Software including without limitation any look and feel or functionality thereof; (d) Client shall not alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on or within the Licensed Software; and (e) Client may only use the Licensed Software to process data in the conduct of its business and shall not provide access to the Licensed Software to any third party, for any purpose.

**18. Compliance with Laws.** Client agrees: (a) to comply with all applicable laws, regulations, statutes, rules, and policies of all applicable countries and their instrumentalities and political subdivisions thereof, including with respect to data privacy and personally identifiable information; (b) to require that all of Client's employees and other Authorized Users comply with all such applicable laws and regulations; (c) to use the Licensed Software only for lawful purposes; (d) to take all reasonable precautions to ensure that all of Client's content or other material posted or otherwise made available via the Licensed Software (1) does not contain any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with the operations of the Licensed Software or any system, data or information pertaining to the Licensed Software or any user thereof, (2) is true and accurate, (3) is not linked directly or indirectly to descriptions of goods or services that are either prohibited by this Agreement or are linked or referenced in any fashion to another website that lists the same goods or services, and (4) does not infringe upon any third party's rights, including without limitation copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) to take all reasonable precautions necessary to maintain the security of the Licensed Software and the privacy of other users; (f) not to post on or otherwise transmit through the Licensed Software any unlawful, fraudulent, defamatory, trade libelous, harmful, threatening, abusive, harassing, vulgar, obscene, indecent,

pornographic, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable laws; (g) not to engage in the operation of any unlawful transactions and/or business or permit any third party to use the Licensed Software for any unlawful purpose; (h) not to post on the Licensed Software any chain letters, junk mail or any other type of unsolicited mass e-mail to users; (i) not to breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to the Licensed Software or that of any other user or third party that is hosting or interfacing with any part of the Licensed Software; and (j) not to use or distribute on LICENSOR's website any software or other tools or devices designed to compromise privacy or security.

19. **Disclaimer of Warranties.** Except as set forth below, LICENSOR expressly disclaims all warranties, whether express or implied, including but not limited to, any implied warranties of title, merchantability or fitness for a particular purpose or warranties arising from a course of dealing, trade usage, or trade practice.

LICENSOR WARRANTS THAT, DURING THE TERM, THE LICENSED SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ITS WRITTEN SPECIFICATIONS IN THE USER DOCUMENTATION.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY, OR COMPLETENESS OF THE DATA POSTED ON OR OTHERWISE MADE AVAILABLE VIA THE LICENSED SOFTWARE.

LICENSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE THAT CLIENT WILL GENERATE ANY ADDITIONAL PRODUCTIVITY, BUSINESS OR TRANSACTIONS BY USING THE LICENSED SOFTWARE. LICENSOR SHALL NOT BE DEEMED TO BE A PARTY TO ANY TRANSACTION MADE USING THE LICENSED SOFTWARE

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE FOREGOING MAY NOT APPLY TO CLIENT.

20. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR, ITS OFFICERS, DIRECTORS AND EMPLOYEES' TOTAL CUMULATIVE AGGREGATE LIABILITY

UNDER THIS AGREEMENT (WHETHER DUE TO THE NEGLIGENCE OF LICENSOR, BREACH BY LICENSOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE) FOR ANY CLAIMS, LOSSES, OR DAMAGES HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE, WEBSITE, DOCUMENTATION, AGREEMENT, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR INFORMATION AVAILABLE FROM THE LICENSOR SERVER, ANY CONTENT ON THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF USER CONTENT) AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, MISREPRESENTATION OR TORT, SHALL NOT EXCEED THE AGGREGATE OF ALL AMOUNTS PAID TO LICENSOR BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSOR SHALL NOT BE LIABLE TO CLIENT FOR BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION, LOST PROFITS, LOST SAVINGS, OPPORTUNITY COSTS, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR RELIANCE DAMAGES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE AND SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES.

THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN LICENSOR AND CLIENT IN VIEW OF THE FEES CHARGED CLIENT BY LICENSOR.

CLIENT EXPRESSLY AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO CLIENT, ANY OF CLIENT'S EMPLOYEES, OFFICERS, AGENTS, OWNERS, OR ANY OTHER THIRD PARTY FOR ANY LOSSES, DAMAGES, OR LIABILITIES OF ANY NATURE WHATSOEVER ON ACCOUNT OF OR ASSOCIATED WITH THE SERVICES RENDERED HEREUNDER OR THE USE OF THE LICENSED SOFTWARE, THIS AGREEMENT, THE TERM SHEET, LICENSOR'S

**PRIVACY POLICY OR OTHER ACTIVITIES UNDER THIS AGREEMENT.**

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE FOREGOING MAY NOT APPLY TO CLIENT.**

**21. Indemnification.** LICENSOR shall defend any action brought against Client to the extent it is based on a third party claim that use by Client of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. LICENSOR shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Client in such action that are attributable to such claim, provided: (a) Client notifies LICENSOR in writing of any such claim within twenty (20) days of learning of such claim; (b) LICENSOR has sole control of the defense and all related settlement negotiations; and (c) Client cooperates with LICENSOR, at LICENSOR's expense, in defending or settling such claim (provided that LICENSOR shall not enter into any settlement or other compromise that materially adversely affects Client without Client's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Client agrees to promptly notify LICENSOR of any known or suspected infringement or misappropriation of LICENSOR's proprietary rights of which Client becomes aware. Should the Licensed Software or the Services become, or be likely to become in LICENSOR's opinion, the subject of any claim of infringement, LICENSOR may, at its option: (i) procure for Client the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement.

LICENSOR shall have no liability for, and Client shall, to the extent permitted by law, at its sole expense, defend, indemnify, and hold LICENSOR and its officers, directors, attorneys, agents and employees harmless from and against all liability and costs (including attorney's fees and court costs) that may result from any claim based upon: (i) the use, operation, or combination of the Licensed Software or the LICENSOR Service with non-LICENSOR programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (ii) use of other than the then-current, unaltered version of the Licensed Software or the Services; (iii) Client's activities after LICENSOR has notified Client that LICENSOR believes such activities may result in infringement; (iv) any modifications to or markings of the Licensed Software or the Services that are not specifically authorized in writing by LICENSOR; (v) any third party

software; (vi) any Client Data or other Client materials; or (vii) Client's breach or alleged breach of this Agreement.

**22. Access Outside the United States of America.** The Licensed Software is controlled and operated by LICENSOR from its offices within the United States of America. LICENSOR makes no representation that materials or data in the Licensed Software are appropriate or available for use in other locations. If Client, or others who are authorized under this Agreement to access the Licensed Software, accesses or uses the Licensed Software from other locations, Client does so at its own risk and is responsible for compliance with local laws, if and to the extent local laws are applicable. The Licensed Software is further subject to United States export controls. No portion of the Licensed Software may be accessed, used or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By accessing or using the Licensed Software, Client represents and warrants that neither Client, nor any of its employees or others who are authorized under this Agreement to access the Licensed Software, are located in, under control of, or a national or resident of any such country or on any such list.

**23. Survival.** Sections 6, 12, 13, 15, 17, 18, and 19 through 34, and all obligations of Client to pay or reimburse LICENSOR for any amounts arising under this Agreement, shall survive termination and/or expiration of this Agreement.

**24. Injunctive Relief.** If Client or any of its agents attempts to copy, use, license, or convey materials containing the above-referenced proprietary rights owned by LICENSOR, in any manner contrary to the terms of this Agreement or in competition with LICENSOR or in derogation of LICENSOR's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, LICENSOR shall have, in addition to other remedies available to it, the right to injunctive relief enjoining such action, Client hereby acknowledges that other remedies are inadequate.

**25. Independent Contractor.** The parties acknowledge and agree that LICENSOR is an independent contractor of Client, and nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employment relationship between LICENSOR and Client.

**26. Confidential.** . All non-public, confidential or proprietary information of each party, *including, but not limited to*, specifications, source code, designs, plans, drawings, documents, data, *business operations, pricing,*

discounts or rebates, disclosed by such party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing in accordance with this Agreement and may not be disclosed or copied unless authorized in advance by the Disclosing Party in writing. The Receiving Party may disclose and shall limit access to such information to those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate for the proper performance of the obligations hereunder. Upon the Disclosing Party’s request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to injunctive relief for any violation of this Section 26. This Section 26 does not apply to information that is: (a) in the public domain through no fault of the Receiving Party; (b) known to the Receiving Party at the time of disclosure without restriction as evidenced by its records; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party, or (d) is required by law, including the Texas Public Information Act, court order or a governmental agency to be disclosed.

27. **Name.** Notwithstanding anything to the contrary herein, during the Term, LICENSOR may list on its website and other marketing materials that Client is a customer of LICENSOR, but may not use Client’s name in any way that could imply or infer Client’s endorsement of LICENSOR.

28. **Reserved.**

29. **Entire Agreement and Amendments.** This Agreement, the Customer Agreement, Client’s Standard Contract Addendum and any addendum or exhibits thereto constitute the entire agreement between the parties concerning the subject matter herein. This Agreement, the Customer Agreement and , and any addendum or exhibits thereto may only be modified in writing signed by both parties.

30. **Binding.** This Agreement shall be binding upon the parties hereto, as well as their successors in interest and permitted assigns.

31. **Assignment.** Client may assign or transfer its rights and/or obligations under this Agreement to Client’s successors, transferees, and assigns upon advance written notice to LICENSOR and with LICENSOR’S advance written consent.

32. **Waiver.** Waiver by either party of any breach, or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not limit or affect that party's

right to enforce strict compliance with all other terms of this Agreement.

33. **Severability.** Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court of competent jurisdiction, the validity and unenforceability of the remaining provisions of the Agreement shall not be affected thereby.

34. **FERPA Compliance.** To the extent applicable, Contracting Party agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, (“Confidential Data”) in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act (“The Buckley Amendment or “FERPA”), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by University in writing. Contracting Party further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contracting Party was made. Contracting Party shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Contracting Party shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Contracting Party destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Contracting Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Contracting Party. Contracting Party shall, promptly, report to University any use or disclosure of confidential information not authorized by this Agreement or in writing by University. Following this report, Contracting Party will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contracting Party will furnish a confidential written report to University indicating the results of the investigation, what Contracting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action

Contracting Party has taken or shall take to prevent future similar unauthorized use or disclosure.

**Stephen F. Austin State University**

Procurement and Property Services  
 Nacogdoches, Texas 75962-3030  
 Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B2000051**PO Date: **01/01/20**

Delivery Date:

**Supplier:**

Teamworks Innovations, Inc.  
 122 E Parrish St  
 Durham NC 27701-3319

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

teresa.rhodes@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: Not Applicable**

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

Item	Description	Quantity	Unit Cost	Total Cost
2	Customization, Ongoing Education - INCLUDED ---- Application Service Description - -Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team, File Sharing, Travel, Forms (9,000 docuSign form completions/yr) -Teamworks Academics -Teamworks Additional Module - Video (1000GB Storage / 500GB Bandwidth per module) ---- This PO period: 01/01/2020 - 08/31/2020  000P20911D SOFTWARE - ANNUAL SUBSCRIPTION	1.00 YRS	65,050.0000	65,050.00

**Purchaser:** Teresa Rhodes (936) 4684460

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

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer

**Stephen F. Austin State University**

Procurement and Property Services  
 Nacogdoches, Texas 75962-3030  
 Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B2000051**PO Date: **01/01/20**

Delivery Date:

**Supplier:**

Teamworks Innovations, Inc.  
 122 E Parrish St  
 Durham NC 27701-3319

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

teresa.rhodes@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: Not Applicable**

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

Item	Description	Quantity	Unit Cost	Total Cost
	Professional Services Description - Implementation Services: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform Customization, Ongoing Education - INCLUDED ---- Application Service Description - -Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team, File Sharing, Travel, Forms (9,000 docuSign form completions/yr) -Teamworks Academics -Teamworks Additional Module - Video (1000GB Storage / 500GB Bandwidth per module)			

**Purchaser:** Teresa Rhodes

(936) 4684460

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

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer



**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

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

PO Number: **B2000051**PO Date: **01/01/20**

Delivery Date:

**Supplier:**Teamworks Innovations, Inc.  
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**Send Billing Invoice to:**Stephen F. Austin State University  
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ATTN: Accounts Payable**Ship to:**Athletics Fieldhouse  
Fieldhouse  
712 Hayter St  
SFA Box 13010  
Nacogdoches TX 75962**Terms: Net 30****FOB: Not Applicable****PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
3	---- This PO period: 09/1/2020 - 08/31/2021 000P20911D SOFTWARE - ANNUAL SUBSCRIPTION Professional Services Description - Implementation Services: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform Customization, Ongoing Education - INCLUDED ---- Application Service Description - -Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team, File	1.00 YRS	75,320.6300	75,320.63

**Purchaser:** Teresa Rhodes

(936) 4684460

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

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer

**Stephen F. Austin State University**

Procurement and Property Services  
 Nacogdoches, Texas 75962-3030  
 Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B2000051**PO Date: **01/01/20**

Delivery Date:

**Supplier:**

Teamworks Innovations, Inc.  
 122 E Parrish St  
 Durham NC 27701-3319

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

teresa.rhodes@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: Not Applicable**

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

Item	Description	Quantity	Unit Cost	Total Cost
4	Sharing, Travel, Forms (9,000 docuSign form completions/yr) -Teamworks Academics -Teamworks Additional Module - Video (1000GB Storage / 500GB Bandwidth per module) ---- This PO period: 09/1/2021 - 08/31/2022  000P20911D SOFTWARE - ANNUAL SUBSCRIPTION  Professional Services Description - Implementation Services: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform	1.00 YRS	78,521.7500	78,521.75

**Purchaser:** Teresa Rhodes

(936) 4684460

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Item	Description	Quantity	Unit Cost	Total Cost
5	Customization, Ongoing Education - INCLUDED ---- Application Service Description - -Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team, File Sharing, Travel, Forms (9,000 docuSign form completions/yr) -Teamworks Academics -Teamworks Additional Module - Video (1000GB Storage / 500GB Bandwidth per module) ---- This PO period: 09/1/2022 - 08/31/2023  000P20911D SOFTWARE - ANNUAL SUBSCRIPTION	1.00 YRS	81,858.9300	81,858.93

**Purchaser:** Teresa Rhodes

(936) 4684460

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Item	Description	Quantity	Unit Cost	Total Cost
	Professional Services Description - Implementation Services: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform Customization, Ongoing Education - INCLUDED ---- Application Service Description - -Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team, File Sharing, Travel, Forms (9,000 docuSign form completions/yr) -Teamworks Academics -Teamworks Additional Module - Video (1000GB Storage / 500GB Bandwidth per module)			

**Purchaser:** Teresa Rhodes

(936) 4684460

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

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**STEPHEN F. AUSTIN STATE UNIVERSITY**

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ATTN: Accounts Payable**Ship to:**Athletics Fieldhouse  
Fieldhouse  
712 Hayter St  
SFA Box 13010  
Nacogdoches TX 75962**Terms: Net 30****FOB: Not Applicable****PURCHASE ORDER NO. MUST APPEAR ON ALL  
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Item	Description	Quantity	Unit Cost	Total Cost
6	---- This PO period: 09/1/2023 - 08/31/2024 000P20911D SOFTWARE - ANNUAL SUBSCRIPTION Professional Services Description - Implementation Services: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform Customization, Ongoing Education - INCLUDED ---- Application Service Description - -Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team, File	1.00 YRS	85,337.9300	85,337.93

**Purchaser:** Teresa Rhodes

(936) 4684460

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

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**STEPHEN F. AUSTIN STATE UNIVERSITY**

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Item	Description	Quantity	Unit Cost	Total Cost
	Sharing, Travel, Forms (9,000 docuSign form completions/yr) -Teamworks Academics -Teamworks Additional Module - Video (1000GB Storage / 500GB Bandwidth per module) ---- This PO period: 09/1/2024 - 08/31/2025			

**Purchaser:** Teresa Rhodes

(936) 4684460

**ADDITIONAL CHARGE:****.00****DISCOUNT/TRADE-IN:****.00****TOTAL:****397,138.83**

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