TEXAS A&M UNIVERSITY & SCARLET COMPUTING SOLUTIONS AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of **April 06, 2019** ("Effective Date"), by and between **Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Texas A&M" or "Customer")** with its principal place of business located at Texas A&M University, Office of Undergraduate Admission, 750 Agronomy Rd, Suite 601, College Station, Texas 77843-0200,
and **Scarlet Computing Solutions** ("Service Provider"), with its principal place of business located at P.O. Box 2331, Princeton, NJ 08543.

RECITALS

WHEREAS, Customer requires hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services.

    1.1   Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software as a service" and provide all other services, data import / export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of "software as a service" work containing substantially similar information and identified as an Exhibit A. The Agreement and Exhibit A, as attached, shall remain in effect unless terminated as provided herein.

        1.1.1   Authorized Users. Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same. As a part of the Service, Service Provider shall be responsible for all user identification and password change management.

    1.2   Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

    1.3   Time of Service Provider Performance of Services. For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.

    1.4   Backup and Recovery of Customer Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Customer Data that can be recovered within one (1) day at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility no less than

daily, maintaining the security of Customer Data, the security requirements of which are further described herein.

1.5   Non-exclusivity. Nothing herein shall be deemed to preclude Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.

1.6   Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Customer's prior written consent and any attempt to do so shall be void and without further effect. Customer's consent to Service Provider's right to subcontract any of the Services shall not relieve Service Provider of any of its duties or obligations under this Agreement, and Service Provider shall indemnify and hold Customer harmless from any payment required to be paid to any such subcontractors.

1.7   Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider. Customer shall have the right to decrease the scope and the fee for an Exhibit A will be reduced accordingly.

2.   Term and Termination.

2.1   Term. Unless this Agreement or an Exhibit A is terminated earlier in accordance with the terms set forth in this Section, the term of an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue for twelve (12) months thereafter.

2.2   Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non--breaching- party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.

2.3   Payments Upon Termination. Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all undisputed amounts due and payable hereunder.

2.4   Return of Materials. Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Service Provider shall, immediately upon termination of this Agreement or an Exhibit A, shall provide Customer with a final export of the Customer Data in a non-proprietary format and shall certify the destruction of any Customer Data within the possession of Service Provider. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3.   Termination Assistance Services. Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Customer's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Customer and / or to the supplier selected by Customer (such supplier shall be known as the "Successor Service Provider"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services) during the ninety (90) calendar day period prior to, and / or following, the expiration or termination of this Agreement or an Exhibit A, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that Service Provider and Customer agree as to price and scope of Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services may include:

3.1   developing a plan for the orderly transition of the terminated or expired Services from Service Provider to Customer or the Successor Service Provider;

3.2 providing reasonable training to Customer staff or the Successor Service Provider in the performance of the Services then being performed by Service Provider;

3.3 using commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third party- technologies and documentation then being used by Service Provider in connection with the Services;

3.4 using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third party- services then being used by Service Provider in connection with the Services; and,

3.5 such other activities upon which the parties may agree.

3.6 The provisions of this Section shall survive the termination of this Agreement.

4. Service Levels.

4.1 Service Levels Reviews. Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.

4.2 Failure to Meet Service Levels. As further described in Exhibit A, in the event Service Provider does not meet any of the requisite Service Levels, Service Provider shall: (a) reduce the applicable monthly invoice to Customer by the amount of the applicable Performance Credits as a credit, and not as liquidated damages; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

5. Fees and Expenses. Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Customer of an invoice from Service Provider

5.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d); taxes, if any; and, (e) total amount due. Service Provider shall forward invoices in hardcopy format to: _____TBD_____.

5.2 Credits. Any amounts due from Service Provider may be applied by Customer against any fees due to Service Provider. Any such amounts that are not so applied shall be paid to Customer by Service Provider within thirty (30) days following Customer's request.

5.3 Non-binding Terms. Any terms and conditions that are included in a Service Provider invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.

5.4 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of not less than three (3) years. For such period, upon Customer's written request, Service Provider shall provide Customer with a copy of any annual "SAS 70" or other audit reports prepared by auditors of Service Provider, if so prepared. This Section shall survive the termination of this Agreement.

5.5 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Service Provider agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

6. Customer Resources and Service Provider Resources. In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.

6.1 Customer Resources. If so described in an Exhibit A, where Customer provides resources (e.g., technology equipment) to Service Provider that are reasonably required for the

exclusive purpose of providing the Services, Service Provider agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. Service Provider shall return the resources to Customer in substantially the same condition as when Service Provider began using the same, ordinary wear and tear excepted. Customer shall provide the Customer Resources, if any, described in an Exhibit A.

6.2 Service Provider Resources. In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that Customer Data is secure to the standards and satisfaction of Customer, and provide for an optimal response time for Customer's users of the Services. Where Service Provider fails to provide such minimal Service Provider Resources, Customer shall have the right to immediately terminate this Agreement or the applicable Exhibit A, in whole or in part, without liability.

7. Representations and Warranties.

7.1 Mutual Representations and Warranties. Each of Customer and Service Provider, as applicable, represent and warrant that:

7.1.1 Service Provider is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation; Customer is a Texas state agency;

7.1.2 Service Provider has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement and Customer has all requisite agency power, financial capacity, and authority to execute, deliver, and perform its obligations under this agreement;

7.1.3 this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

7.1.4 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

7.1.5 it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

7.1.6 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

7.2 By Service Provider. Service Provider represents and warrants that:

7.2.1 Service Provider is possessed of superior knowledge with respect to the Services;

7.2.2 Service Provider knows the particular purpose for which the Services are required;

7.2.3 the Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;

7.2.4 Service Provider has the experience and are qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;

7.2.5 the Services will achieve in all material respects the functionality described in an Exhibit A and the documentation of Service Provider, and that such functionality shall be maintained during the Term;

7.2.6   Service Provider will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Customer's computer and network environment while performing the Services, that Service Provider will adhere to Customer's then current procedures to protect against the same, and that, where Service Provider transfers such Virus to Customer through the Services, Service Provider shall reimburse Customer the actual cost incurred by Customer to remove or recover from the Virus, including the costs of persons employed by Customer; and,

7.2.7   the Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

8.   <u>Non-Disclosure of Confidential Information</u>. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

8.1   <u>Meaning of Confidential Information</u>. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or and services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

8.2   <u>Obligation of Confidentiality</u>. To the extent permitted by Texas law, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential except as required by law.

8.3   <u>Cooperation to Prevent Disclosure of Confidential Information</u>. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. Nothing in this Section 8.3 obligates either party to pursue any claim, defense, cause of action, or legal process or proceeding on the other's behalf.

8.4   <u>Remedies for Breach of Obligation of Confidentiality</u>. Service Provider acknowledges that breach of Service Provider's obligation of confidentiality may give rise to irreparable injury

to Customer and the customers of Customer, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Customer or customers of Customer may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of Customer, the immediate termination, without penalty to Customer, of this Agreement in whole or in part.

8.5   The provisions of this Section shall survive the termination of this Agreement.

9.   Proprietary Rights.

9.1   Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.

9.2   Data of Customer. Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data," which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without charge, upon the request of Customer and upon termination of this Agreement or an Exhibit A. Service Provider is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

9.3   No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

9.4   The provisions of this Section shall survive the termination of this Agreement.

10.   Information Security. Service Provider acknowledges that Customer has implemented an information security program (the Customer Information Security Program, as the same may be amended) to protect Customer's information assets, such information assets as further defined and classified in the Customer Information Security Program (collectively, the "Protected Data").Where Service Provider has access to the Protected Data, Service Provider acknowledges and agrees to the following.

10.1   Undertaking by Service Provider.   Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's information security program be less stringent than the information security safeguards used by the Customer Information Security Program as provided by Customer to Service Provider for this purpose. The Customer Information Security Program is Confidential Information of Customer.

10.2   FERPA. Customer hereby designates Service Provider as a Customer "official" with a legitimate educational interest in Customer's education records, as defined in the Family Education Rights and Privacy Act ("FERPA"), to the extent Service Provider requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Customer has policies, rules, and procedures binding on Customer officials generally, those policies, rules, and procedures will apply to Service Provider only to the extent as is relevant to compliance by Service Provider and Customer with FERPA.

10.3   Right of Audit by Customer. Customer shall have the right to review Service Provider's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, on an ongoing

basis from time to time and without notice, Customer, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's information security program. In lieu of an on-site audit, upon request by Customer, Service Provider agrees to complete, within sixty (60 days) of receipt, an audit questionnaire provided by Customer regarding Service Provider's information security program.

10.4   Audit Findings. Service Provider shall implement any required safeguards as identified by Customer or information security program audits.

10.5   Indemnification by Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.

11.   Insurance.

11.1   Service Provider shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement and will include Texas A&M University as additional insureds on all policies.

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third Party Property Damage	$1,000,000 per occurrence, $2,000,000 aggregate
Professional Errors and Omissions Insurance	$1,000,000 per occurrence, $1,000,000 aggregate

11.2   Upon Customer's request, Service Provider shall provide Customer with certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide Customer with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution. See TAMU Insurance Requirements Addendum attached as Exhibit B.

12. General Indemnity.

12.1   Customer assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Customer and the officers, employees, servants, and agents thereof while acting within the scope of their employment by Texas A&M University.

12.2   Service Provider assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Service Provider and the officers, employees, servants, and agents thereof while acting within the scope of their employment by Service Provider.

            1.a   Customer, as an agency of the State of Texas, represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Texas A&M University.

            1.b   Customer and Service Provider further agree that nothing contained in this Agreement shall be construed or interpreted as (1) denying to Customer any remedy or defense available to Customer under the laws of the State of Texas; (2) the consent of Customer or the State of Texas or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of Customer or of The Texas A&M University System beyond the waiver provided in Texas Statutes.

13.   Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a claim that the Services infringes or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of

competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then Service Provider shall, at its expense: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Customer the full cost associated with Termination Assistance Services.

14.   Indemnification Procedures. Promptly after receipt by Customer of a threat of any action, or a notice of the commencement, or filing of any action against Customer or any Customer Indemnitee, Customer shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice to Service Provider shall not relieve Service Provider of any liability it may have to Customer or any Customer Indemnitee except to the extent that Service Provider demonstrates that the defense of such action is prejudiced thereby. Customer shall not independently defend or respond to any such claim; provided, however, that: (a) Customer may defend or respond to any such claim, at Service Provider's expense, if Customer's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against Customer; and, (b) Customer shall have the right, at its own expense, to monitor Service Provider's defense of any such claim. Service Provider shall have sole control of the defense and of all negotiations for settlement of such action. At Service Provider's request, Customer shall cooperate with Service Provider in defending or settling any such action; provided, however, that Service Provider shall reimburse Customer for all reasonable out-of-pocket costs incurred by Customer (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation. The Texas Attorney General controls defense on behalf of Customer. Customer is unable to grant sole authority for Service Provider to defend or settle a claim. Authority must come from the Texas Attorney General.

15.   Limitation of Liability. TO THE EXTENT PERMITTED UNDER TEXAS LAW, NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

16.   General.

16.1   Relationship between Customer and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Service Provider's status as independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

16.2   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Texas in all questions and controversies arising out of this Agreement. Notwithstanding the foregoing, the parties agree that the Uniform Computer Information Transactions Act as enacted in any other Commonwealth or State of the United States shall not apply to this Agreement or any performance hereunder and the parties expressly opt-out of the applicability of UCITA to this Agreement.

16.3   Compliance With Laws; Customer Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.

16.4   Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

16.5   Force Majeure. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section,and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.

16.6   Advertising and Publicity. Service Provider shall not refer to Customer directly or indirectly in any advertisement, news release, or publication without prior written approval from Customer.

        However, Service Provider shall be permitted to include Texas A&M name on Service Provider website (and other promotional materials) in list of clients. Use of the Texas A&M logo/trademark can be similarly used after obtaining approval from Texas A&M University's Office of Business Development.

16.7   No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

16.8   Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through

written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

16.9   <u>Assignment of Agreement</u>. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement, or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Customer.

16.10   This Agreement shall be executed in duplicate, one original copy (with both parties' signature) to be retrained by each party to this Agreement.

16.11   <u>Entire Agreement</u>. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

16.12   <u>Cumulative Remedies</u>. All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

17. State Contracting Requirements:

17.1   Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the Service Provider or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

17.2   Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Service Provider agrees that any payments owing to Service Provider under this Agreement may be applied directly toward certain debts or delinquencies that Service Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

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

17.4   Public Information. Service Provider acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, Service Provider will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access. Service Provider acknowledges that Customer 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.

17.5   Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Customer shall be in Brazos County, Texas.

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

17.7   Access by Individuals with Disabilities. Service Provider represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Service Provider becomes aware that the EIRs, or any portion thereof, do not comply then Service Provider represents and warrants that it will, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

    REQUIREMENT AND STANDARDS. Service Provider certifies that each information and communication technology ("ICT") product or service furnished under this Agreement satisfies the requirements (including exceptions) specified in the regulations [36 CFR Part 1194] implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and Level AA Success Criteria and Conformance Requirements (2008) and the functional performance criteria.

    DOCUMENTATION. Service Provider shall maintain and retain, and make available to Customer for review upon request, records of any testing or simulations conducted and all other documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria.

    REMEDIATION. If Customer notifies Service Provider that any furnished ICT product or service is not in compliance with such requirements and standards, Service Provider shall, at no cost to Customer, remediate or replace the non-compliant ICT products or services within the period specified by Customer. If Service Provider fails to complete the remediation or replacement within the specified time, Customer may terminate this Agreement without liability or have the necessary remediation performed on Customer's behalf, and Service Provider shall promptly reimburse Customer for any expenses incurred by Customer on such remediation.

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

17.9   Products and Materials Produced in Texas. Service Provider agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Service Provider will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

17.10   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"). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to Service Provider and Customer may terminate this Agreement without further duty or obligation hereunder. Service Provider acknowledges that appropriation of funds is beyond the control of Customer.

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

17.12   State Auditor's Office. Service Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Service Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Service Provider will include this provision in all contracts with permitted subcontractors.

17.13   Service Provider Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, Service Provider certifies Service Provider (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Service Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

17.15   Conflict of Interest. By executing and/or accepting this Agreement, Service Provider and each person signing on behalf of Service Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

Texas A&M University	**Scarlet Computing Solutions** ("Service Provider")
By:	By:
Name: Robert C. Bounds	Name: Paul Johnson
Title: Director, Procurement Service	Title: President
Date: 5 APR 2019	Date: 4/5/19

Address for Notice:

Texas A&M University
Office of Undergraduate Admissions
750 Agronomy Road, Suite 1601
College Station, TX 77843-0200

Address for Notice:

Paul Johnson
Scarlet Computing Solutions LLC
P.O. Box 2331
Princeton, NJ 08543

EXHIBIT A-____

Service Provider's Software as a Service Statement of Managed Services

This Exhibit A - Service Provider's Software as a Service Statement of Work shall be incorporated in and governed by the terms of that certain Master "Software as a Service" Managed Services Agreement by and between **Scarlet Computing Solutions** ("Service Provider") and **Texas A&M University** ("TEXAS A&M" OR "Customer") dated **April 06, 2019**, as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description:
The Self-Reported Testing and Academic Record System (STARS) allows prospective applicants to self-report transcript information and other academic records (e.g., test scores). Note STARS may also be referred to as the **SRAR** (Self-Reported Academic Record) in other documents shared by ScarletCS. Sufficient information will be collected to automatically match students' STARS records to their applications for admission. STARS will be transmitted in secure electronic fashion to customer for loading into student information system (SIS).

Support Description:
Technical support will be provided as needed to handle technical support inquiries, either by students or college customers (administration site). Please note that certain non-technical inquiries sent to technical support may need to be forwarded to the Customer contact (see Customer Resources).
Standard support:
- Currently FAQ with user "helpfulness" ratings (configurable)
- Email option if FAQ did not answer question (pre-populated form with user email, name, etc.).
- Email goes into our Inquiry response system for routing to 2nd or 3rd level support as needed.
- SLA: 24-hour turnaround Mon-Fri, significantly shorter just before client application deadlines.
- Option to route email questions directly to client if university identified (e.g., for supplement help).

New/proposed options: Chat help for peak periods/or more. (Possible additional cost for chat support)
Tech support hotline for phone support during specified hours (TBD by Texas A&M request, we can provide if necessary).
Emergency email (sends text message to appropriate ScarletCS staff) provided.

Training Description:
Online manuals and tutorials.

Backup Requirements:
Daily.

Service Windows:
In nearly all cases, service windows will be announced at least one week in advance; all maintenance services will require customer approval regarding timing.

Service Levels:
Data Center Environment and Security
Data Center Environmental Information (from hosting vendor's site)
- SAS2 Certified
- Business Continuity
- Redundant Power Feeds Uninterruptible Power Supply (UPS) systems Environmental-control Units Fire-suppression Systems
- 24 x 7 system administrators on-site to monitor and maintain the data center infrastructure and client equipment.
- 99.9% up-time guaranteed with 24x7 live tech support.

Backups
- Backups are done nightly going back for a period of 7 days.

Data Center Physical Security
- 24 x 7 Monitored Security

Performance Monitoring\Alerts
- web page\site performance is monitored with performance alerts to ScarletCS staff in case a page performs below thresholds

Data Security:
Data Security in Transmission
- Secure transmission is handled via Security Sockets Layer (SSL) encrypted connections to the STARS web server.

Data File Security
- Data files will not include SSN.
- Transmission will only occur via SFTP/SSL or other encrypted transmission method.
- Clients have the option of receiving the data files in PGP encrypted format as well.

Responsibilities, Deliverables, and/or Activities:

1) **Overview:**

   STARS allows prospective applicants to self-report transcript information (SRT) and other academic records (e.g., test scores), which can then be transmitted in secure electronic fashion to a customer's student information system (SIS). Students match their Web application for admission (e.g., Common App or Temp) ID or customer-supplied ID (e.g., TEXAS A&M ID) to their STARS record within the STARS application.

   Colleges are able to retrieve STARS records and automatically load them into their SIS and\or document-imaging system.

Both ScarletCS and TEXAS A&M agree to an implementation target date of August 1, 2019 for STARS. Any possible changes to this date (for any/all modules within each application) would be mutually agreed upon.

2) Customer Benefits include:
   a) Academic records are received electronically, reducing the need for paper storage.
   b) Records are automatically matched to student applications saving time and thousands of manual processing transactions.
   c) STARS records are presented in a uniform and easy-to- read layout.
   d) Ability to look up STARS records via an administrative screen
   e) Course-level information can assist with expediting admissions decisions as well as research correlating high school courses taken and college performance.

3) Core Deliverables:
   STARS:
   a) Student matches their STARS record to their admission application (either a Common App application ID or school-specific, such as PeopleSoft\Emp ID) online and can select colleges to which their STARS record is sent (electronically). This ensures that no manual matching by collegiate staff is needed.
   b) Colleges can retrieve completed STARS records at the prospective student (pre-applicant) stage, assuming that a student gives specific colleges permission (electronically).
   c) Automated, seamless import of STARS records into colleges' host systems (e.g., Banner/PeopleSoft or "homegrown" SIS). Colleges can "pull" STARS files securely to their host systems in automated fashion.
   d) Colleges can also "pull" images (e.g., PDF) of STARS records into their imaging system.
   e) STARS data includes HS/College Course title, generic course code (similar to SCED standard), grade, level (e.g., AP), and subject area (e.g., English).
   f) Summary reports of STARS records started and sent; point-in-time comparisons with prior year, beginning in second year.

4) Additional STARS Deliverables:
   (1) Self-reported Test Scores (option)
       (a) Includes SAT I, SAT II (Subject), ACT, NY Regents, AP, etc.
       (b) Students can view tests that each college expects to self-report. Colleges maintain this information on STARS administration screen with message regarding their particular policy\instructions.
   (1) Support for pre-seniors to create a STARS record and indicate interest in colleges.
   (2) Communications with prospective applicants (i.e., those who have not submitted an application to any STARS-participating college, nor indicated any interest in any STARS-participating college) who begin but don't complete a STARS record, or don't select any colleges after completing a STARS record:
       (a) ScarletCS sends follow-up automated reminder messages to these students, encouraging them to complete their record and\or select a college.

(3) Any TEXAS A&M applicants who begin but do not complete a STARS record, and have linked their STARS record to TEXAS A&M , are available to TEXAS A&M via the existing administrative portal report. An automated data file can be produced as well upon request.

(4) ScarletCS will provide access to test system for implementation, and to test ongoing maintenance, with reasonable notice to TEXAS A&M .

5) **TEXAS A&M -specific STARS deliverables/options:**

      (a) Provide custom GPA conversion to standard scale (e.g., 4-point) using STARS records; uses weighting by AP/Honors/IB, etc.; enables custom adjustments for high schools; first admissions cycle simulations to compare with prior year's GPA and\or HS percentile rank. Custom calculations\business rules for TEXAS A&M . Common GPA calculations and fields for import: TEXAS A&M -weighted GPA (as per quote and product description provided).

      (b) Option: Custom, TEXAS A&M branded STARS screens (TEXAS A&M colors, logo) for seamless integration with TEXAS A&M admissions site\application for admission.

6) **STARS Notes\Caveats:**

    a) International Students:

      (1) STARS currently can accommodate international students' special exams and grades.

      (2) It is recommended that colleges have specific instructions for international students on their admissions web site regarding STARS.

    b) Appropriate data locations (fields/tables) within TEXAS A&M SIS to store STARS information will be determined by discussions and with appropriate TEXAS A&M staff. TEXAS A&M is expected to provide documentation as needed for import into TEXAS A&M SIS.

    c) In order to provide the most efficient and effective service to any parents/guardians/students using the STARS system, as well as client colleges\universities, ScarletCS makes every reasonable effort to eliminate any redundancy of self-reported course/test entry and\or academic records. For instance, if a student applies to two or more universities participating in STARS, ScarletCS will seek to facilitate the applicant being able to easily use the information provided using STARS for multiple universities\colleges wherever feasible and the customer agrees to share their STARS records (optional) with other participating customers if they have a "standalone" implementation.

7) **TEXAS A&M 's roles and responsibilities in STARS software/site development as a partner:**

    a) TEXAS A&M will provide feedback on mockup screens for new features\enhancements, including instructional text. i) At agreed upon times, joint college meetings (via teleconference with live screen displays) will be held to listen to all feedback/discussion of screens.

b) TEXAS A&M will provide any text that is college-specific and "signoff" regarding its accuracy if necessary; most of this is now configurable in STARS Admin.

c) User Acceptance Testing (UAT): When internal testing of application functionality (initial or future software releases) occurs, colleges are expected to step through screens in our test web site environment to test functionality and provide feedback.

    i) Similar to mockup screen testing, teleconference meetings will be held to discuss UAT feedback.

d) TEXAS A&M IT support: certain application functions that involve a college's SIS or imaging system will require a college's IT staff to assist, including the following:

    i) Test moving (e.g., via SFTP) of files for automated import from STARS system, using scripts provided by ScarletCS, into:

        (1) College's SIS.

        (2) College's imaging system.

    ii) Respond to ScarletCS with any issues encountered in automated import into the college's SIS.

    iii) Test web services\page templates provided by ScarletCS to securely exchange data between STARS and TEXAS A&M .

    iv) Monitoring\check of any import jobs of STARS records into college's systems. (ScarletCS will monitor production of STARS files to be pulled by college).

    v) Client college will provide necessary information for enhancements\special features (e.g., user interface (UI) or custom data interchange) that they have requested to ScarletCS in a reasonable timeframe in accordance with implementation plan.

    vi) Assist in providing field mapping data between STARS and SIS (i.e., target fields/tables for STARS data in the college's SIS) as needed to the limit of TEXAS A&M 's non-disclosure agreement (NDA) with SIS\software vendor, if applicable.

    vii) Assist with providing appropriate test records and access as needed for end-to-end system testing (e.g., from TEXAS A&M APP and STARS to TEXAS A&M admissions status screen), in collaboration with TEXAS A&M admissions staff.

If applicable, TEXAS A&M will use reasonable efforts to work with SIS vendor to solve integration issues if they arise and will communicate status and resolution to ScarletCS in a timely manner.

8) Time frame:

a) 2019-20 admissions cycle: August 2019 "go-live" date with core deliverables and 2020 cycle enhancements. Any agreed upon modifications to this timeframe for deliverables (any or all) will be communicated with partner colleges.

b) Minor software releases\updates: will be communicated with partner colleges on an as-needed basis with reasonable notification in advance, and with special consideration for client college's admissions cycle peak processing periods in relation to STARS.

9) **Scope of Software:**
   a) TEXAS A&M is entitled to all enhancements\feature additions in current and future STARS (and additional features\options purchased) software releases for current contract year and future contract years. Please see contractual agreement for additional details.

10) **Service Level Agreement:**
   a) Inquiry response timeframe:
   i) ScarletCS will respond to technical support inquiries in a timely manner depending upon severity, but in nearly all cases will respond within 24 hours.
   b) The server hosting environment for STARS guarantees 99.9% uptime.
   c) College clients will be notified of any technical service maintenance that will impact STARS availability as soon as ScarletCS is aware of planned maintenance.

11) **Security and Business Continuity Features:** (See STARS contract document).

12) **Services Fee or Rate:**
   a) **$40,000 year one** (30K to 40K app range price) for STARS, subtotals include: base product, custom TEXAS A&M integration, TEXAS A&M custom GPA, and cloud hosting option as per pricing quote provided. Total year one: **$40,000 (but can vary based on usage; see SRAR Pricing for Texas A&M below).**
   b) **Year two rate is $35,400 for STARS\SRAR. but can vary based on usage; see SRAR Pricing for Texas A&M document).**
   c) **Year three rate is $35,400** for STARS\SRAR. **but can vary based on usage; see SRAR Pricing for Texas A&M document).**

   d) **Contract Dates:**

Start Date (year 1):	August 01, 2019
End Date (year 1):	June 30, 2020
Start Date (year 2):	July 01, 2020
End Date (year 2):	June 30, 2021
Start Date (year 3):	July 01, 2021
End Date (year 3):	June 30, 2022

Pricing List   All client college/university units* including K-12/pre-college programs using SRAR

Item	Description	Standard Price	Your Price	Year Two Renewal*	Year Three Renewal*
SRAR Standard	Self-reported Tests and Records (30k to 40k annual application count range) Includes prospect and applicant records, customer support, and data exports.	$ 33,000	$ 33,000	$ 33,000	$ 33,000
SRAR Data Interchange, CRM or App portal link to SRAR with your brand, Custom GPA Setup	Standard export/import setup for complete automation between SRAR and your SIS\CRM. Provide custom, client-specific GPA conversion to standard scale (e.g., 4-point) and corresponding unit count. Client branded SRAR with direct, custom app/CRM portal link.	$ 15,000	$ 7,000	$ 2,400	$ 2,400
Total (Standard with data interchange, client-branded SRAR, first custom GPA/unit count):		$ 48,000	$ 40,000	$ 35,400	$ 35,400

Please see product descriptions document for further details.
Application count source: NCES first-year applications reported for prior year.
We also have 3-*year* contract pricing for a 5% discount. Please contact us if interested in this option.
Additionally, further discounting is available if additional A&M system colleges or other Texas colleges (e.g., ApplyTexas org) join later:
Texas A&M, College Station would benefit in pricing should an additional volume discount (e.g., via ApplyTexas or A&M System contract) become available and ScarletCS would provide a revised price quote.

*Price quote applies to Texas A&M University, College Station campus.

Early "Net Free" Deposit Special Offer: deposit now ($1000, which would be credited to second year payment) for early setup and pilot testing (e.g., '18-'19 cycle apps) before your late spring/summer 2019 "enrollment" launch and contract period begins. Offer good through December 31, 2018.

Copyright 2018, Scarlet Computing Solutions, LLC

Confidential

Pricing Effective through
June 30, 2019

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

Texas A&M University   **Scarlet Computing Solutions**
                                             ("Service Provider")

By: _   By: _   ✓

Name: Robert C. Bounds   Name: Paul Johnson

Title: Director, Procurement Services   Title: President

Date: 5 APR 2019   Date: 4/5/19

EXHIBIT B: Texas A&M University
Insurance Requirements Addendum

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

Insurance:

Coverage	Limit
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 Disease/Policy Limit

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

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

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

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

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the following as additional insured:

Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University

D. Service Provider will deliver to Texas A&M University:

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

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

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. *All insurance policies* will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

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

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

Name:	Texas A&M University
	Insurance Services/Emily Terral
Address:	1182 TAMU
	College Station, TX 77843-1182
Fax Number:	979-862-7130
Email Address:	eterral@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.