Schedule

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	6/5/2018
		Quote Number	00103158
		Currency	USD
Prepared By	Jordan Whittington	Contact Name	Leah Knight
Phone	214.295.1873	Phone	(205) 442-3463
Email	jordan.whittington@activenetwork.com	Email	leah.d.knight1@gmail.clom
Bill To Name	Texas A&M University, College Station	Ship To Contact	Leah Knight
Bill To Contact	Leah Knight	Ship To Address	756 Houston Street College Station, TX 77840 United States
Bill To Address	756 Houston Street College Station, TX 77840 United States		

Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
JumpForward - Implementation Services	Service	Services as defined within the Product Descriptions.	1			
JumpForward - Onsite Services	Service	Flights & incidentals billed separately.	1	800.00		800.00
JumpForward Camps - Flat Registration Fee (%)	SaaS		1		6.00	
JumpForward Coach - Football - Single Sport - DI Power 5	SaaS	Includes the following onboarding services: •A remote planning session •Remote configuration •A remote recruit data import •4 remote training sessions •A remote system optimization session Includes the following annual services: •24 remote recruit data imports per year •A remote system optimization session per month	1	12,500.00		12,500.00
JumpForward Compliance Toolbox - Football - Department Wide - DI Power 5	SaaS	Includes the following services: •A remote planning session •Remote configuration •A remote student data import •2 remote training sessions Includes the following annual services: •An onsite training session (Flights & incidentals billed seperately)	1	3,200.00		3,200.00

		Total Price	USD 16,500.00
Service Total	800.00	Saas Total	15,700.00

Billing to begin July 1, 2018.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Contract # 00103158

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas	ADDRESS:	
CONTACT NAME:		TELEPHONE:	
EMAIL:			

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
JumpForward Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT		ACTIVE NETWORK, LLC	
Signature:	[signature]	Signature:	[signature]
Name:	Robert C. Bounds	Name:	
Title:	Director, Procurement Services	Title:	PRESIDENT
Date:	20 AUG 2018	Date:	20-AUG-2018

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

Contract # 00103158

Products and Services General Terms

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current fees.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I)THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on

Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. Active expressly acknowledges that Client is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Client of its right to claim such exemptions, privileges, and immunities as may be provided by law.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. Pursuant to Section 85.18, Texas Education Code, the parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third

Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"**Active**" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"**Affiliates**" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"**Agreement**" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"**Client**" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"**Desktop Software**" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"**Effective Date**" means the date that Client accepts this Agreement (as described in the Preamble).

"**Export Laws**" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"**Hardware**" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"**Maintenance Services**" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"**Preamble**" means the first paragraph of these General Terms.

"**Products**" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"**Protected Materials**" means Products, except for Hardware.

"**SaaS**" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"**Services**" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"**Schedule**" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"**Software**" means the SaaS and the Desktop Software, collectively.

"**Support Services**" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"**Third Party EULA**" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"**Third Party Products**" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"**Upgrades**" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

JumpForward Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. **SERVICES**. Active will provide Services and access to its SaaS, a sports relationship management service which allows Client to manage contacts, track telephone, text, social media, and email communications, and generate branded communications and customized reports. SaaS provided hereunder are deemed delivered when access is made available to Client. While certain aspects or features of the SaaS and Services are intended to aid or assist Client in complying with the rules and bylaws of the National Collegiate Athletic Association ("**NCAA**") and other applicable athletic governing bodies, Client expressly acknowledges and agrees that it is solely and exclusively responsible for such compliance and that Active shall have no responsibility or liability with respect to such compliance. Client further acknowledges and agrees that Active is only providing a means and medium by which Client may manage its network of contacts and prospective recruits and that Active shall not be liable or responsible in any way for the accuracy, timeliness, completeness, or reliability of any data provided or stored by Client in the Services or any actions, inactions, or decisions made by Client through use of the Services.

2. **LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.**

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS solely in accordance with the Agreement and the Schedule, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client shall, in a timely manner, provide Active with copies, in industry-standard electronic form, of any of Client's marks, logos, and related materials ("**Marks**") that Active is to use in connection with the SaaS and Services provided to Client hereunder. Client hereby grants to Active a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment to use and display the Marks solely as necessary and appropriate for Active to provide the SaaS and Services in accordance with this Agreement. Active acknowledges that any use of Client's marks, names, or logos must be preapproved by Client's Office of Business Development.

2.2. During the term of this Product Attachment, Active will be the sole and exclusive provider of software and other services similar to the Software and Services provided to Client hereunder. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2**Error! Reference source not found.** is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications; (e) comply with all applicable laws and regulations, and all applicable rules and bylaws of the NCAA and any other applicable athletic governing bodies, and shall not use or permit the use of the SaaS, or of any data or information obtained through the use of the SaaS, for any unlawful or unauthorized purpose; and (f) have obtained all consents, authorizations, and approvals of third parties (including, but not limited to, those of any of Client's students, athletes, or prospective recruits) necessary or appropriate for Active to provide the SaaS and Services in accordance herewith.

3. **INFORMATION COLLECTION.**

3.1 Active collects certain information (collectively, "**Participant Information**") from or concerning Client's students, athletes, or prospective recruits. Client may login to Active's data management system to access the Participant Information. Both parties agree to use the Participant Information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); and (b) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

3.2 Client is exclusively responsible for: (a) creating and defining under Client's account in the SaaS any logons or IDs for Client's designated users of the Services; and (b) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable user's authority and permission with respect to the use of the SaaS and the security controls, restrictions, and limitations that apply with respect to each such user and his or her use of the SaaS. Client is solely and exclusively responsible for all access and use of the SaaS and Services (and for any resulting activity or communications) by Client or its users or that occurs through the use of any logon or ID established by or with respect to Client or any of its users. Active shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given user, logon, or ID. Client shall immediately notify Active of any known or suspected unauthorized access to or use of Client's account, or of any logons or IDs established or assigned with respect to Client or its users, of which Client becomes aware.

3.3 Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.4 In the performance of or otherwise in connection with this Agreement, one party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain Confidential Information of the Disclosing Party. "**Confidential Information**" means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the clients, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any software or software application server source code provided by Active or its licensors shall be deemed to constitute Confidential Information without further designation by Active. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential). The obligations under this paragraph will not apply to any: (a) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (b) information that is now or later becomes publicly available through no fault of the Receiving Party; (c) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (d) information that is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; (e) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure; and (f) any disclosure with the consent of the Disclosing Party.

3.5 Active acknowledges that Client 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 Client's written request, Active 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 Client in a non-proprietary format acceptable to Client. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Client has a right of access. Active acknowledges that Client 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.

4. FEES.

4.1. Client shall pay Active any fees associated with Client's use of the SaaS and Services, as such fees are determined in accordance with this Agreement and the applicable Schedule, and any other fees payable hereunder. Fees for annual subscriptions to the SaaS and Services are payable in advance, prior to the start of each applicable annual anniversary of the Effective Date. Fixed fees for additional services are payable monthly in advance, and any variable fees for the Services or SaaS are payable monthly in arrears, as incurred, all at Active's then-current rates.

4.2. Active may suspend its performance hereunder, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder.

5. INDEMNIFICATION. To the extent permitted by law, Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is based upon (a) injury or death to a person or damage to property arising in connection with the Services and/or SaaS; (b) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (c) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; or (d) Client's use of the Services and/or SaaS in violation of Section 2.3 of this Product Attachment.

6. TERM AND TERMINATION. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 3 years from the Effective Date with automatic renewals for 3 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 12 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

7. NON-APPROPRIATION. Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefor by Client's Governing Body. If sufficient appropriations are not made, Client shall notify Active of the same, and this Agreement shall terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and shall provide with such notice a copy of the resolution, minutes or recording of such action.

8. ASSIGNMENT. Client may not resell, assign, or transfer any of its rights or obligations hereunder without Active's prior written consent.

9. MISCELLANEOUS. Section 5 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

10. STATE CONTRACTING REQUIREMENTS

10.1 **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 Active 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."

10.2 **Payment of Debt or Delinquency to the State**. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Active agrees that any payments owing to Active under this Agreement may be applied directly toward certain debts or delinquencies that Active 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.

10.3 **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 Active 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."

10.4 **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 Client and Active to attempt to resolve any claim for breach of contract made by Active that cannot be resolved in the ordinary course of business. Active shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine Active's claim and any counterclaim and negotiate with Active in an effort to resolve the claim.

10.5 **Access by Individuals with Disabilities**. Active represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Client 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 Active becomes aware that the EIRs, or any portion thereof, do not comply then Active represents and warrants that it will, at no cost to TAMU, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

a. REQUIREMENT AND STANDARDS. Active 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.

b. DOCUMENTATION. Active shall maintain and retain, and make available to TAMU 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.

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

10.7 **Products and Materials Produced in Texas**. Active agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Active 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.

10.8 **Prompt Payment Act**. Payment from Client will be due forty-five (45) days from the date TAMU 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.

10.9 **State Auditor's Office**. Active 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, should such be required by law. Active agrees to reasonably cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all non-privileged records which it is required and permitted by law to provide. Active will include this provision in all contracts with permitted subcontractors.

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

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

10.12 **Conflict of Interest**. By executing and/or accepting this Agreement, Active and each person signing on behalf of Active 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 TAMU 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.

Schedule

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	6/5/2018
		Quote Number	00103158
		Currency	USD
Prepared By	Jordan Whittington	Contact Name	Leah Knight
Phone	214.295.1873	Phone	(205) 442-3463
Email	jordan.whittington@activenetwork.com	Email	leah.d.knight1@gmail.clom
Bill To Name	Texas A&M University, College Station	Ship To Contact	Leah Knight
Bill To Contact	Leah Knight	Ship To Address	756 Houston Street College Station, TX 77840 United States
Bill To Address	756 Houston Street College Station, TX 77840 United States		

Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
JumpForward - Implementation Services	Service	Services as defined within the Product Descriptions.	1			
JumpForward - Onsite Services	Service	Flights & incidentals billed separately.	1	800.00		800.00
JumpForward Camps - Flat Registration Fee (%)	SaaS		1		6.00	
JumpForward Coach - Football - Single Sport - DI Power 5	SaaS	Includes the following onboarding services: •A remote planning session •Remote configuration •A remote recruit data import •4 remote training sessions •A remote system optimization session Includes the following annual services: •24 remote recruit data imports per year •A remote system optimization session per month	1	12,500.00		12,500.00
JumpForward Compliance Toolbox - Football - Department Wide - DI Power 5	SaaS	Includes the following services: •A remote planning session •Remote configuration •A remote student data import •2 remote training sessions Includes the following annual services: •An onsite training session (Flights & incidentals billed seperately)	1	3,200.00		3,200.00

		Total Price	USD 16,500.00
Service Total	800.00	Saas Total	15,700.00

Billing to begin July 1, 2018.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

ACTIVE network. | JUMP FORWARD

Schedule

Quote Acceptance Information

Client TEXAS A&M UNIVERSITY	**Active Network, LLC**
Signature:	Signature:
Name: ROBERT C. BOUNDS	Name
Title: DIRECTOR, PROCUREMENT SERVICES	Title: PRESIDENT
Date: 20 AUG 2018	Date: 20-AUG-2018
PO# (if applicable):	