



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

This BoardEffect Order Form ("Order Form") by and between BoardEffect LLC ("Licensor" or "BoardEffect") and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Licensee") details the terms of Licensee's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the BoardEffect Master Terms ("Master Terms") located at <http://boardeffect.com/licensee-terms/> as of the date of the Licensee's signature to this Agreement and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Upon request, the BoardEffect Master Terms can be provided the Licensee. Notwithstanding anything to the contrary in any purchase order or other document provided by Licensee, any product or service provided by BoardEffect to Licensee in connection with a purchase order related to this Order Form is conditioned upon Licensee's acceptance of this Order Form and the BoardEffect Master Terms. Any additional, conflicting or different terms proffered by Licensee in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Licensee or BoardEffect, as applicable.

*If executed by Licensee after this date, BoardEffect may accept or reject this Order Form in its sole discretion.

In consideration of the promises set forth herein, the parties hereby agree as follows:

Product and Pricing Summary

BoardEffect Solutions	# Users	# of Boards	Annual License*
BoardEffect Single Platform URL: https://tamus.boardeffect.com	120	1	\$17,500/year
2 Days Onsite Training (one-time fee) Travel and Expenses for Licensee Onsite Training (one-time fee – see Section D.3)			\$3,000 \$2,000
TOTAL FEES DUE			\$22,500

Licensee Information

Invoicing		Notices
Licensee Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		

IF APPLICABLE:

☐ Purchase Order Required for Invoicing.

☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

B. Effective Date

- Effective Date: The date indicated below.

C. Payment Terms

- All payments shall be due Net 30 days from the date of the invoice. Unless otherwise specified, all dollars (\$) are United States currency.
- Licensee shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- Notwithstanding anything to the contrary in the Agreement, during the Initial Term, Licensee may terminate this Agreement should SAML testing not support Licensee's required authentication protocol, solely by providing written notice of such termination to BoardEffect within forty-five (45) days of the Effective Date ("Early Opt-Out"). To the extent that Licensee exercises the Early Opt-Out and has already paid the Annual License fee, the Annual License fee shall be reimbursed to Licensee to the extent Licensee has already paid.
- Licensee shall be responsible for any travel, accommodation and meal expenses incurred in connection with any on-site training or instruction



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

or attendance at board meetings at the request of Licensee. Any travel, accommodation or meal expenses shall not exceed \$2,000, in compliance with applicable Texas State rate and travel guidelines.

3. For the avoidance of doubt, The Addendum to the Master Terms is hereby attached to this Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Order Form as of the Effective Date.

Licensee:	Texas A&M University A member of The Texas A&M University System, an agency of the State of Texas	BoardEffect or Licensor:	BoardEffect LLC
Signature		Signature	DocuSigned by:
Name (printed)	Robby Bounds C.P.M., CTPM	Name (printed)	D29513D2A439463... John Van Arsdale
Title (printed)	Director of Purchasing	Title (printed)	Director
Effective Date	August 28, 2018	Date	August 28, 2018

 **BoardEffect** I.B.
 Reviewed as to Legal Form by Legal Dept.



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

EXHIBIT A

ADDENDUM TO THE MASTER TERMS

This Addendum by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Licensee") and BoardEffect LLC ("Licensor") amends and supplements the BoardEffect Master Terms ("Master Terms") found at <https://boardeffect.com/licensee-terms/>. All terms used herein and not otherwise defined shall have the meaning as in the Master Terms. In the event of any conflict in the terms of the Master Terms and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Master Terms is hereby amended and supplemented as follows:

1. Section 2.3 is deleted and replaced with the following: "Licensor hereby grants Licensee the non-exclusive right to display and use Licensor's Trademarks. Licensee shall assure that the use of Licensor's Trademarks is per Licensor's express specifications. Licensee agrees that Licensor's Trademarks shall remain the sole property of Licensor and that Licensee will obtain no proprietary interest by virtue of this Master Terms in any of Licensor's Trademarks. Licensee hereby grants to Licensor for the sole purpose of fulfilling Licensor's obligations hereunder, the limited right to publish Licensee's name, logo, and/or other marks ("Marks") as part of Licensee's branding of the Platform. Licensor agrees to discontinue such use up Licensee's written request. Licensor acknowledges that all rights in any Marks, including all goodwill pertaining to the marks, are the sole property of Licensee. Licensee reserves the right to add to, change, or discontinue the use of any mark, on a selective or general basis, at any time. Upon the termination of this Master Terms, Licensor must cease all further use of trademarks or trade names identical or similar to the marks."
2. Licensee agrees to the indemnification provisions of Section 9.1 and the limitation of liability provisions of Section 9.2 to the extent permitted by the Constitution and laws of the State of Texas
3. Section 10.2 is deleted and replaced with the following: The validity of this Master Terms and all matters pertaining to this Master Terms, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County, Texas.

Both parties agree that the following provisions are incorporated into the Master Terms:

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



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

2. **Public Information.** Licensors acknowledges that Licensee 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 these Master Terms, as well as any other disclosure of information required by applicable Texas law. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Licensee has a right of access. Licensors acknowledges that Licensee 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*.
3. **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 Licensee and Licensors to attempt to resolve any claim for breach of contract made by Licensors that cannot be resolved in the ordinary course of business. Licensors shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Licensee, who shall examine Licensors’s claim and any counterclaim and negotiate with Licensors in an effort to resolve the claim.
4. **Conflict of Interest.** By executing and/or accepting these Master Terms, Licensors and each person signing on behalf of Licensors 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 Licensee 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.
5. **Access by Individuals with Disabilities.** Upon Licensee’s written request, Licensors will provide a copy of its most current Voluntary Product Accessible template (“VPAT”) for the BoardEffect Platform, and Licensors warrants that the VPAT will be accurate to the best of Licensors’s knowledge as of the date it is provided.
6. **Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Licensors certifies Licensors (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement.
7. **Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Licensors certifies Licensors is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
8. **Franchise Tax Certification.** If Licensors is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Licensors certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Licensors is exempt from the payment of franchise (margin) taxes.



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

9. **Fiscal Year Funding.** Services performed under the Agreement may be continued in succeeding fiscal years for the Term of the Agreement, contingent for each Renewal Term upon funds being appropriated by the Legislature or otherwise being available for the Platform. Licensee represents and warrants that the necessary funds have been appropriated for the Initial Term. In the event funds are not appropriated or otherwise available for the Platform for any Renewal Term, Licensee shall provide notice to Licensors thirty (30) days prior to the commencement of such Renewal Term, and the Agreement shall terminate without penalty upon the expiration of the then-current Initial Term or Renewal Term. However, Licensee agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget for each Renewal Term. Non-appropriation or non-funding shall not be considered an event of default. Licensee warrants that this appropriation and allotment of funds beyond the Initial Term is beyond the control of Licensee. Funds already paid pursuant to Section 4 of the BoardEffect Master Terms shall not be refunded.
10. **Non-Waiver.** Licensors expressly acknowledges that Licensee is an agency of the State of Texas and nothing in this Master Terms will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, privileges, and immunities as may be provided by law.

ACCEPTED & AGREED:

BoardEffect LLC

Licensee

DocuSigned by:

 D29513D2A439463...

Texas A&M University

Signature

Signature

Name: John van Arsdale

Name: Robby Bounds, C.P.M., CTPM

Title: Director

Title: Director of Purchasing

Date: August 28, 2018

Date: August 28, 2018

BoardEffect I.B.
 Reviewed as to Legal Form by Legal Dept.



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

This BoardEffect Order Form ("Order Form") by and between BoardEffect LLC ("Licensor" or "BoardEffect") and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Licensee") details the terms of Licensee's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the BoardEffect Master Terms ("Master Terms") located at <http://boardeffect.com/licensee-terms/> as of the date of the Licensee's signature to this Agreement and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Upon request, the BoardEffect Master Terms can be provided the Licensee. Notwithstanding anything to the contrary in any purchase order or other document provided by Licensee, any product or service provided by BoardEffect to Licensee in connection with a purchase order related to this Order Form is conditioned upon Licensee's acceptance of this Order Form and the BoardEffect Master Terms. Any additional, conflicting or different terms proffered by Licensee in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Licensee or BoardEffect, as applicable.

*If executed by Licensee after this date, BoardEffect may accept or reject this Order Form in its sole discretion.

In consideration of the promises set forth herein, the parties hereby agree as follows:

Product and Pricing Summary

BoardEffect Solutions	# Users	# of Boards	Annual License*
BoardEffect Single Platform URL: https://tamus.boardeffect.com	120	1	\$17,500/year
2 Days Onsite Training (one-time fee) Travel and Expenses for Licensee Onsite Training (one-time fee – see Section D.3)			\$3,000 \$2,000
TOTAL FEES DUE			\$22,500

Licensee Information

Invoicing		Notices
Licensee Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		

IF APPLICABLE:

☐ Purchase Order Required for Invoicing.

☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

B. Effective Date

- Effective Date: The date indicated below.

C. Payment Terms

- All payments shall be due Net 30 days from the date of the invoice. Unless otherwise specified, all dollars (\$) are United States currency.
- Licensee shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- Notwithstanding anything to the contrary in the Agreement, during the Initial Term, Licensee may terminate this Agreement should SAML testing not support Licensee's required authentication protocol, solely by providing written notice of such termination to BoardEffect within forty-five (45) days of the Effective Date ("Early Opt-Out"). To the extent that Licensee exercises the Early Opt-Out and has already paid the Annual License fee, the Annual License fee shall be reimbursed to Licensee to the extent Licensee has already paid.
- Licensee shall be responsible for any travel, accommodation and meal expenses incurred in connection with any on-site training or instruction



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

or attendance at board meetings at the request of Licensee. Any travel, accommodation or meal expenses shall not exceed \$2,000, in compliance with applicable Texas State rate and travel guidelines.

3. For the avoidance of doubt, The Addendum to the Master Terms is hereby attached to this Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Order Form as of the Effective Date.

Licensee:	Texas A&M University A member of The Texas A&M University System, an agency of the State of Texas	BoardEffect or Licenser:	BoardEffect LLC
Signature		Signature	DocuSigned by:
Name (printed)	Robby Bounds C.P.M., CTPM	Name (printed)	D29513D2A439463... John Van Arsdale
Title (printed)	Director of Purchasing	Title (printed)	Director
Effective Date	August 28, 2018	Date	August 28, 2018

 **BoardEffect** I.B.
 Reviewed as to Legal Form by Legal Dept.



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

EXHIBIT A

ADDENDUM TO THE MASTER TERMS

This Addendum by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Licensee") and BoardEffect LLC ("Licensor") amends and supplements the BoardEffect Master Terms ("Master Terms") found at <https://boardeffect.com/licensee-terms/>. All terms used herein and not otherwise defined shall have the meaning as in the Master Terms. In the event of any conflict in the terms of the Master Terms and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Master Terms is hereby amended and supplemented as follows:

1. Section 2.3 is deleted and replaced with the following: "Licensor hereby grants Licensee the non-exclusive right to display and use Licensor's Trademarks. Licensee shall assure that the use of Licensor's Trademarks is per Licensor's express specifications. Licensee agrees that Licensor's Trademarks shall remain the sole property of Licensor and that Licensee will obtain no proprietary interest by virtue of this Master Terms in any of Licensor's Trademarks. Licensee hereby grants to Licensor for the sole purpose of fulfilling Licensor's obligations hereunder, the limited right to publish Licensee's name, logo, and/or other marks ("Marks") as part of Licensee's branding of the Platform. Licensor agrees to discontinue such use up Licensee's written request. Licensor acknowledges that all rights in any Marks, including all goodwill pertaining to the marks, are the sole property of Licensee. Licensee reserves the right to add to, change, or discontinue the use of any mark, on a selective or general basis, at any time. Upon the termination of this Master Terms, Licensor must cease all further use of trademarks or trade names identical or similar to the marks."
2. Licensee agrees to the indemnification provisions of Section 9.1 and the limitation of liability provisions of Section 9.2 to the extent permitted by the Constitution and laws of the State of Texas
3. Section 10.2 is deleted and replaced with the following: The validity of this Master Terms and all matters pertaining to this Master Terms, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County, Texas.

Both parties agree that the following provisions are incorporated into the Master Terms:

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



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

2. **Public Information.** Licensors acknowledges that Licensee 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 these Master Terms, as well as any other disclosure of information required by applicable Texas law. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Licensee has a right of access. Licensors acknowledges that Licensee 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*.
3. **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 Licensee and Licensors to attempt to resolve any claim for breach of contract made by Licensors that cannot be resolved in the ordinary course of business. Licensors shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Licensee, who shall examine Licensors’s claim and any counterclaim and negotiate with Licensors in an effort to resolve the claim.
4. **Conflict of Interest.** By executing and/or accepting these Master Terms, Licensors and each person signing on behalf of Licensors 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 Licensee 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.
5. **Access by Individuals with Disabilities.** Upon Licensee’s written request, Licensors will provide a copy of its most current Voluntary Product Accessible template (“VPAT”) for the BoardEffect Platform, and Licensors warrants that the VPAT will be accurate to the best of Licensors’s knowledge as of the date it is provided.
6. **Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Licensors certifies Licensors (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement.
7. **Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Licensors certifies Licensors is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
8. **Franchise Tax Certification.** If Licensors is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Licensors certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Licensors is exempt from the payment of franchise (margin) taxes.



VALID IF EXECUTED BY LICENSEE AND DELIVERED TO BOARDEFFECT BY: August 31, 2018*
 LICENSEE: Texas A&M University

9. **Fiscal Year Funding.** Services performed under the Agreement may be continued in succeeding fiscal years for the Term of the Agreement, contingent for each Renewal Term upon funds being appropriated by the Legislature or otherwise being available for the Platform. Licensee represents and warrants that the necessary funds have been appropriated for the Initial Term. In the event funds are not appropriated or otherwise available for the Platform for any Renewal Term, Licensee shall provide notice to Licensors thirty (30) days prior to the commencement of such Renewal Term, and the Agreement shall terminate without penalty upon the expiration of the then-current Initial Term or Renewal Term. However, Licensee agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget for each Renewal Term. Non-appropriation or non-funding shall not be considered an event of default. Licensee warrants that this appropriation and allotment of funds beyond the Initial Term is beyond the control of Licensee. Funds already paid pursuant to Section 4 of the BoardEffect Master Terms shall not be refunded.
10. **Non-Waiver.** Licensors expressly acknowledges that Licensee is an agency of the State of Texas and nothing in this Master Terms will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, privileges, and immunities as may be provided by law.

ACCEPTED & AGREED:

BoardEffect LLC

Licensee

DocuSigned by:

 D29513D2A439463...

Texas A&M University

Signature

Signature

Name: John van Arsdale

Name: Robby Bounds, C.P.M., CTPM

Title: Director

Title: Director of Purchasing

Date: August 28, 2018

Date: August 28, 2018

BoardEffect I.B
 Reviewed as to Legal Form by Legal Dept.