
(1) QS unisolution GmbH

- and -

(2) Texas A&M University

HOSTED SERVICE AGREEMENT

THIS AGREEMENT is made on 01/01/2019 BETWEEN:

- (1) **QS UNISOLUTION GMBH** (a company incorporated in Germany under company number HRB Stuttgart 720413) and whose registered office is Meitnerstraße 10, D-70563 Stuttgart, Germany ("**QSU**"); and
- (2) **Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Office of the Provost** with its principal place of business at Jack K. Williams Building, Suite 100, 1248, TAMU College Station, Texas, 77843-1248, United States ("**the institution**")

RECITALS:

1. QSU has developed a Service application known as "MoveON" which it is now making available as a hosted or remote service.
2. The parties have agreed that QSU will provide the Service (as defined below) from QSU's premises or a hosting centre selected by QSU.
3. QSU will also provide initial configuration and consultancy services (where agreed).

IT IS AGREED AS FOLLOWS:

I DEFINITIONS

I.1 In this Agreement the following terms have the meanings ascribed to them:

"Agreement"	means this agreement together with any schedules and appendices hereto.
"Business Hours"	Monday to Friday from 9am until 12pm and from 2pm until 5pm CET, excluding public holidays, as specified in Appendix I.
"Commencement Date"	means the date specified in Appendix I.
"Intellectual Property Rights"	means patents, trademarks, design rights, database rights and copyright, domain names, whether registered or not, and anything related thereto or similar from time to time; information relating to QSU's business and method of operation; and any information provided to the Institution through its use of the Service.
"Fees"	means the fees payable as detailed in Appendix I.
"Initial Term"	means the initial period as specified in Appendix I.
"Institution's Content"	means any information, data, meta data, materials, content or works (including, but not limited to, personal information) that is supplied or used by or through the Institution or any User pursuant to this Agreement.
"Service"	means making available the functionality of and processing provided by the application known as "MoveON" as a remote service or hosted application, as further described in Appendix I.
"Service Hours"	means the hours during which the Service will ordinarily be available as further specified in Appendix I, excluding and subject to any planned and/or emergency maintenance.
"User"	means the employees of the Institution together with any prospective and actual students of the Institution who are expected or required to use the Service as part of their application for and management of their period of studies at the Institution, or as further defined in Appendix I.

- 1.2 Clause, schedule and appendix headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular; and a reference to one gender shall include a reference to the other genders.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.5 A reference to a statute or statutory provision shall include any sub-ordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Writing or written includes faxes and e-mail.
- 1.7 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2 BASIS OF USE AND GENERAL OBLIGATIONS

- 2.1 QSU agrees to make the Service available to the Institution and the Users during the Service Hours from the Commencement Date until the end of the Initial Term (or any extensions agreed by the parties under this Agreement) for its own personal or internal business use only and subject to any further restrictions on use which may be specified in Appendix I. The Institution may not use the Service for any other purpose and, in particular, it may not use the Service on behalf of another academic institution or business, nor for the provision of outsourced services to a third party. The Institution shall ensure that the Users use the Service only for the purposes envisaged by this Agreement.
- 2.2 QSU may from time to time upgrade and/or enhance the Service, which may require the cessation or interruption of the Service. QSU shall use all reasonable endeavours to avoid doing so during Business Hours or, where the hosting of the Service is specific to the Institution or other institutions in that time zone then during the Service Hours where the Institution is located. Where QSU or the data centre where the Service originates is required to undertake emergency maintenance then it shall be entitled to do so at any time but nonetheless shall endeavour to provide as much advance warning as it can to the Institution. Emergency maintenance for these purposes means an unavoidable and necessary cessation, interruption or degradation in performance of the Service in order to address a system failure, security threat or other similar event (whether threatened or actual).
- 2.3 If at any time QSU has reason to believe that the use of the Service by the Institution or a User has or is likely to breach any applicable laws, whether in the United Kingdom, the country where the Institution or User is located or the country where the harm is suffered or threatened; or otherwise constitutes an abuse of the Service and/or any commonly accepted standards of use then QSU shall be entitled to immediately suspend the provision of the Service whether in whole or in part and without incurring any liability in doing so until such time as those breaches or threatened breaches or unacceptable use are cured to its satisfaction. Where possible QSU shall endeavour to give reasonable prior notice of this. The Institution will retain liability and responsibility for the use made of the Services by the Users and other persons under the Institution's control and shall indemnify QSU for any loss or damages to it and/or its data centre providers caused as a result of such use. Institution agrees to the indemnity terms in the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.
- 2.4 The Institution shall use all reasonable efforts to ensure it informs those who use any communications system included in the Service that such communications transmitted through such system may be intercepted (as a function of the Service or pursuant to applicable laws), indicate the purpose of such interception and ensure that the necessary consents are obtained. The Institution shall hold QSU harmless from any claims from itself or the Users relating to such interception to the extent permitted by law..

3 IMPLEMENTATION OF THE SERVICE

- 3.1 As soon as reasonably practicable following execution of this Agreement by both parties or, if specified, on the Commencement Date, QSU will make the Service available to the Institution and, where additional

services are specified in Appendix I shall endeavour to provide the same within that period, but time shall not be of the essence in this regard.

- 3.2 QSU will be responsible for the provision and initial configuration of the Service but the Institution shall be required to provide any configuration information it requires and for checking the initial configuration to ensure it meets its requirements. The Institution will also be responsible for the timely delivery of the Institution's Content (if any) and for the configuration of its networks and computer systems so that the Service can be accessed and used by itself and the Users. The parties' obligations and time schedule for the implementation of the Service are set out in the Appendices.
- 3.3 After installation or commissioning of the Service the Institution agrees to conduct such tests as are capable of demonstrating the proper functioning of the Services within a reasonable period (the "Acceptance Tests"). The Acceptance Tests shall not be deemed to have failed for any faults which are not material. The Institution will be deemed to accept the Service immediately after the successful conclusion of the Acceptance Tests and the Institution will, if required by QSU, provide written confirmation of this. If the Institution commences use of the Service other than in a test or evaluation environment then it shall be deemed to have accepted the Service.
- 3.4 If the Service fails the Acceptance Tests and this is attributable to the Service or QSU, then QSU shall endeavour to make those amendments, fixes and patches as are required and shall re-submit the Service to the Acceptance Tests. In all other cases QSU shall use all reasonable endeavours to procure that the data centre provider or any third parties correct any errors attributable to them.

4 INSTITUTION'S CONTENT AND DATA OWNERSHIP

- 4.1 QSU agrees that Institution's Content shall at all times be the property of the Institution or its licensors as the case may be and will be used by QSU only for the purposes of providing the Service. QSU will not use or disclose Institution's Content other than to discharge its obligations under this Agreement save where the Institution's Content is already known to QSU and/or a User consents to QSU's further use of any data relating to that User.
- 4.2 The Institution shall notify QSU immediately if it becomes aware of any unauthorised access to or use of the Service by any person. The Institution will permit QSU to check the use of the Service by the Institution to ensure that it complies with this Agreement at all reasonable times and to assess and ensure the quality of the Service.
- 4.3 The Institution agrees that it may be necessary at times for QSU to access the Institution's Content in order to respond to any technical problems and/or queries raised by the Institution, and to ensure the proper working of its systems.
- 4.4 Provided that the Institution has agreed to this, as specified in Appendix I, QSU shall be entitled to make available to Users comprising students and prospective students various other services, which if accepted by those Users shall be dealt with outside of this Agreement as a separate matter between QSU and those Users. QSU will be entitled to use the Institution's Data relevant to those Users for the purposes of providing additional services to those Users.

5 PAYMENT TERMS AND DELIVERY

- 5.1 The Institution agrees to pay the Fees in accordance with any payment schedule or terms specified in Appendix I, failing that any Fees are payable in advance. All Fees shall in any event be paid within 30 days of the date the invoice is received to which it relates. As an agency of the State of Texas, Institution is tax exempt.
- 5.2 If any sum due ultimately from the Institution is not paid by the due date then all past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
- 5.3 Notwithstanding the above provision for late payment, QSU may at its option, without prejudice to any other remedy it may have and in addition thereto, at any time after a substantial payment has become due and after sending a written reminder with at least 14 days' notice period to Texas A&M temporarily suspend this Agreement and/or the Institution's right to use the Service until such time as the payment is made in full.

6

WARRANTIES

- 6.1 QSU warrants that:
- 6.1.1 the services which QSU itself provides shall be performed with due care and skill,
 - 6.1.2 it is the owner of all Intellectual Property Rights in or has the right to use the "MoveON" application,
 - 6.1.3 there are no limitations, legal or otherwise, that prevent it from providing the Service in accordance with the terms of this Agreement, and
 - 6.1.4 during the Initial Term and any subsequent terms the Service will provide the facilities and functions and perform substantially as described in any specifications published by QSU when used properly.
- 6.2 However, QSU does not warrant that operation of the Service will be uninterrupted or error free nor that they will meet the Institution's particular requirements (whether communicated to QSU or not).
- 6.3 To the extent permitted by law, QSU accepts no liability or responsibility for the subsequent use made of the Service by the Institution or any data obtained via it.
- 6.4 QSU shall have no liability or obligation under the warranty given in Clause 6.1 above unless it has received written notice from the Institution of any non-conformance with the warranty within 90 days from the date on which it becomes apparent or ought to have become apparent.
- 6.5 The above constitutes the only warranty provided by QSU in respect of the Service. The obligations and liabilities of QSU in this Agreement are in place of, and the Institution accordingly waives, in so far as it is permitted to do so by law, all implied guarantees and warranties including without limitation any warranty of satisfactory quality or fitness for a particular purpose whether or not any specific purpose has been notified to QSU by the Institution.
- 6.6 QSU shall endeavour to perform its obligations under this Agreement with reasonable care and skill but, to the extent permitted by law, accepts no liability for the accuracy or completeness of any information provided to it and used in good faith.

7

LIMITS OF LIABILITY

- 7.1 Except in the case of death or personal injury arising from QSU's own negligence or for fraud, QSU excludes all liability to the greatest extent permitted by law in contract, tort (including negligence but not wilful misconduct or gross negligence), breach of statutory duty or otherwise for:
- 7.1.1 indirect losses, claims, damages, expenses or proceedings;
 - 7.1.2 special, incidental or consequential loss or damage;
 - 7.1.3 loss of profits; and
 - 7.1.4 wasted management time
- incurred or suffered by the Institution or a User arising directly or indirectly in connection with the Service.
- 7.2 In all other instances QSU's and the Institution's liability in aggregate shall be limited to no more than 150% of the total amount paid by the Institution in the twelve months preceding the date the claim arose.
- 7.3 Each of the categories of loss specified in clause 7.1 shall be regarded as separate and distinct categories such that each shall be evaluated and applied individually and where any of them are held to be unenforceable then the remainder shall nonetheless be deemed to apply.
- 7.4 The Institution has had an opportunity to negotiate and agree the above and confirms that the Fees reflect

the exclusions and limitations provided for.

- 7.5 The Institution agrees to the indemnity terms in the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

8 INSTITUTION'S INDEMNITY

- 8.1 To the extent permitted by the Constitution and laws of the State of Texas, the Institution agrees to fully indemnify QSU from and against any loss directly suffered or incurred by or awarded against QSU arising out of a breach of this Agreement and/or this negligence of the Institution and/or a User. QSU must:

- 8.1.1 notify the Institution as soon as it becomes aware of a matter or claim which may give rise to an indemnity;
- 8.1.2 allow the Institution to defend and settle the relevant matter or claim; and
- 8.1.3 mitigate its losses.

9 COPYRIGHT INDEMNITY

- 9.1 QSU shall indemnify the Institution on demand against its reasonable and direct costs, claims, demands, expenses and liabilities arising out of or in connection with any claim that the normal use of the Service infringes the Intellectual Property Rights of a third party in any country which is signatory to the Berne Convention on Copyright provided that:

- 9.1.1 the Institution does not prejudice QSU's defence of any such claim;
- 9.1.2 the infringement is not caused by or contributed to by the Institution's acts other than through use of the Service in accordance with this Agreement;
- 9.1.3 QSU is promptly notified in writing of the details of the claim;
- 9.1.4 the Institution gives QSU all reasonable assistance in connection therewith; and
- 9.1.5 QSU shall have sole conduct and control of its settlement or compromise.

- 9.2 If the Institution's normal use of the Service is held by a court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights then QSU may at its own expense:

- 9.2.1 procure for the Institution the right to continue using the same,
- 9.2.2 modify or replace the same so as to avoid the infringement, or
- 9.2.3 if clauses 9.2 or 9.2.1 above cannot be accomplished on reasonable terms, refund all paid Fees (including fees for additional Services) in full and final settlement of any claims whereupon this Agreement shall terminate forthwith.

- 9.3 The foregoing states the entire liability of QSU with respect to infringement or alleged infringement of any third party rights of any kind whatsoever.

10 TERMINATION

- 10.1 This Agreement shall continue for the Initial Term and thereafter for consecutive twelve month periods

unless either party gives the other party [90] days' notice of termination, effective following the Initial Term only.

- 10.2 Either party may terminate this Agreement forthwith on giving notice in writing to the other party if the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, shall have failed within 30 days after the receipt of a request in writing from the first party to do so, to remedy the breach.
- 10.3 QSU may terminate this Agreement forthwith if the Institution discontinues the use of the Service.
- 10.4 The Institution agrees that it will not at any time recreate or attempt to recreate the Service nor permit nor assist any third party to do so.
- 10.5 Termination of this Agreement howsoever caused shall not affect any rights of action or remedy of either party under this Agreement which may have accrued up to the date of termination.
- 10.6 Upon termination of this Agreement QSU shall return the Institution the Institution's Content and shall ensure that the same is permanently deleted from its systems apart from an archival copy which QSU may only keep solely for the purposes of demonstrating its compliance with this Agreement and for dealing with any disputes or queries which may arise under this Agreement.

11 DATA PROTECTION AND PRIVACY

- 11.1 QSU and the Institution both agree to comply with any applicable privacy and data protection laws (the "Privacy Laws").
- 11.2 Each party must:
 - 11.2.1 provide to the other party all assistance as is reasonably required to assist the other party in complying with its obligations under any Privacy Laws;
 - 11.2.2 notify the other party if it becomes aware of any breach or alleged breach of its obligations under this clause; and
 - 11.2.3 take all reasonable steps to ensure that any personal data held by it is protected against misuse and loss, or unauthorised access, modification or disclosure, including without limitation undertaking any staff training as may be required.

12 ANCILLARY PROVISIONS

- 12.1 SEVERABILITY: If any of the provisions or part of a provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions or provision will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case either party may terminate this Agreement forthwith on written notice. Where any provision of this Agreement is deemed unenforceable under any applicable local laws, then the offending part shall be deemed excised from this Agreement and replaced by equivalent provisions with the same effect to the fullest extent possible and permitted by such local laws.
- 12.2 WAIVER: No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 12.3 AGENCY: If the Service is supplied by a third party appointed by QSU as an authorised distributor or reseller then such third party shall, in placing any orders for the Service with QSU, be deemed to do so as the Institution's agent. In no way shall that third party be deemed to be an agent of QSU.
- 12.4 ASSIGNMENT: Neither party may assign this Agreement or any benefits or interests arising under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. QSU. Should the Institution purport to assign this Agreement in contravention of this clause then QSU may in its sole option terminate this Agreement forthwith without prejudice to any other rights

it may have in respect thereof.

- 12.5 **NOTICES:** Any notice required to be given under this Agreement by either party must be in writing and presented in the English language, and may be delivered either personally or by first class recorded delivery post in the country where the recipient is principally located and in the case of post will be deemed to have been received 3 working days after the date of posting in the country of receipt. Notices will be delivered to the principal place of business of either party or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement. In any event notice shall have been deemed to have been given after actual receipt of the same by the Company Secretary of either party (or equivalent thereof). If any notice is served by e-mail then it shall only be deemed to have been served upon confirmation of receipt by the recipient's e-mail server and provided that a copy is sent by post as well.
- 12.6 **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 Institution and QSU to attempt to resolve any claim for breach of contract made by QSU that cannot be resolved in the ordinary course of business. QSU shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine QSU's claim and any counterclaim and negotiate with QSU in an effort to resolve the claim
- 12.7 **FORCE MAJEURE:** Neither party shall be liable for any delay in performance or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable.
- 12.8 **PRECEDENT:** If there is any inconsistency or conflict between the provisions of the main part of this agreement and any appendices and/or schedules then the former shall take precedence unless it is clearly intended otherwise.
- 12.9 **THIRD PARTY RIGHTS:** Any third party who is not a party to this Agreement, including any Users, shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 12.10 **GOVERNING LAW AND JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements executed and to be performed wholly within such Province, without regard to any principles of conflicts of law.

13. STATE CONTRACTING REQUIREMENTS:

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 vendor 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."

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

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 vendor 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."

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

QSU acknowledges that Institution 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.

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

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

a. **REQUIREMENT AND STANDARDS.** QSU 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.** QSU shall maintain and retain, and make available to Institution 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. **REMEDATION.** If Institution notifies QSU that any furnished ICT product or service is not in compliance with such requirements and standards, QSU shall, at no cost to Institution, remediate or replace the non-compliant ICT products or services within the period specified by Institution. If QSU fails to complete the remediation or replacement within the specified time, Institution may terminate this Agreement without liability or have the necessary remediation performed on Institution's behalf, and QSU shall promptly reimburse Institution for any expenses incurred by Institution on such remediation.

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

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

Loss of Funding. Performance by Institution 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, Institution will issue written notice to QSU and Institution may terminate this Agreement without further duty or obligation hereunder. QSU acknowledges that appropriation of funds is beyond the control of Institution.

State Auditor's Office. QSU 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. QSU agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. QSU will include this provision in all contracts with permitted subcontractors.

Non-Waiver. QSU expressly acknowledges that Institution is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Institution of its right to claim such exemptions, privileges, and immunities as may be provided by law.

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

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

Conflict of Interest. By executing and/or accepting this Agreement, QSU and each person signing on behalf of QSU 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 Institution 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.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Institution and QSU can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Institution: Texas A&M University
Academic Affairs Business Services
208 Hotard/4255 TAMU
College Station, TX 77843-4255
Attention: Susan Mitchell
Phone: 979-862-3696
E-mail: smitchell25@tamu.edu

QSU:
Address: 1 Tranley Mews, Fleet Rd, Hampstead, London, NW3 2DG
Attention: Matthew Wait
Phone: +44 (0) 207 284 5969
E-mail: matthew@qs.com

SIGNED as an Agreement on the date specified.

Signed for and on behalf of
QS unisolution GmbH
by

(Signed) V
{
Olivier Tane
(Name)
6 JUNE 2018
(Date)



Wankestraße 14, 70563 Stuttgart, Germany
Tel: +49 711 25391-60 | Fax: +49 711 25391-89
office@qs-unisolution.com | www.qs-unisolution.com

Signed for and on behalf of
the Institution
by

(Signed) [Signature]
{
Robert C. Bounds – Director, Procurement Services
(Name)
6.5.2018
(Date)

APPENDIX I

I. Service

The Service includes:

MoveON 4 IRM up to 250 partners - international relations management system and the following additional modules (if any):

Module	Included	Not included
User Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dashboard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Partners & Agreements management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grant Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Views and Lists	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Portals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10 Online Forms (e.g. application forms, travel reports, surveys)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Online Publishers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Relations / Cooperation Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Communication tools & tracking	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reporting Basic	<input checked="" type="checkbox"/>	<input type="checkbox"/>
External Authentication via SSO (CAS, Shibboleth, ADFS) – implementation costs no included.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Standard Interfaces (Export, HIS, LADOK, SAP, Apogée, SEPA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SaaS – Software as a Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The use of the Service shall be subject to the following limitations:

- (1) a maximum of 250 partners,
- (2) a limit of 20 MB data / file uploads per user,
- (3) a maximum of 2.500 e-mails transmitted and received via the Service in any 24 hour period and

If any of the limits specified in above are exceeded then QSU may increase the Fees in accordance with its standard rates to reflect the higher use made. In particular, if the Institution expects periods of peak usage either at defined intervals or at certain periods in the academic year then it shall provide QSU with at least [two] weeks advance notice thereof provided though that any such notice shall not require QSU to provide any additional resources nor shall it remove any restrictions mentioned above.

2. Fees

The Fees payable for the Service for the Initial Period are:

2018/2019: \$ USD 10100

2019/2020: \$ USD 10100

2020/2021: \$ USD 10100

2021/2022: \$ USD 10100

2022/2023: \$ USD 10100

After the Initial Term QSU may increase the Fees by no more than 5% above the increase in the Harmonised Index of Consumer Prices ("HICP") in the preceding twelve months.

At the Institution's request any fees specified in this Agreement can be invoiced in a currency of the Institution's choosing in which case QSU will use the currency exchange rate in force at the time. Payment of those fees must be made in Euros into a German bank account nominated by QSU and any bank charges incurred (including currency conversion charges) will be paid by the Institution.

3. Initial Term

Means 5 years from 01/07/2018 and if a Commencement Date is not specified then it shall be the date of this Agreement.

4. Commencement Date

Commencement Date for this Agreement shall be **01/07/2018**

The contract is valid for 5 years from 01/07/2018

If the commencement date / Go-Live of the Software is delayed by more than 4 weeks due to causes within the responsibility of QSU a penalty of 0.25% of the first year's license per week of delay beyond 4 weeks applies. This penalty may be deducted from any future payments from the Licensee to QSU.

5. Users

Permitted users of the Service include the following:

1. All Institution staff on central / faculty on any Texas A&M University campus level dealing with internationalisation (access to MoveON back office)
2. All the Institution's students and staff that want to apply to or participate in the Institution's exchange and study abroad programs
3. All external students and staff that want to apply or participate in exchange and study abroad programs at the Institution

APPENDIX 2 SERVICE LEVELS

From the date the Service goes live QSU shall endeavour to ensure that the following service levels are attained:

1 Support service for user questions

Users may contact the QSU support desk by email and telephone during the support hours listed below to ask questions of a general nature relating to the use, configuration and functionality of the Service. It is the Institution's responsibility to ensure that Users are properly trained in the use of the Service.

1.1 Hotline Service for User Questions

The Institution's internal support representatives may use the telephone hotline service to ask questions of a general nature relating to the use, configuration and functionality of the Service. It is the Institution's responsibility to ensure that its end users are properly trained in the use of the Service. QSU will endeavour to respond time to critical issues within 24 hours of notification.

1.2 2nd Level Support for technical questions and problems

The Institution's internal support representative can raise any issues relating to the functionality, performance and/or any faults/bugs affecting the Service, either by telephone or by e-mail.

2 Support service for incidents

2.1 Ticket creation

Any critical incident or service request should be initiated by contacting the QSU support desk by telephone during support hours (see 5 "Support contact details"), email or through the ticketing system. The Institution will automatically receive through email a receipt confirmation with a reference number. This confirmation denotes that the incident or service request has been logged by the support desk and that it is being assigned to an individual for investigation.

The Institution is responsible for ensuring that a valid email address is given to the support desk for update and resolution notification purposes.

2.2 Ticket prioritization

The help desk will assign a priority to every incident, which depends on:

- the impact on the business: size, scope and complexity of the incident, and
- the urgency to the business: time within which resolution is expected.

Priority	Definition
Critical	Downtime: the Service is unavailable or so unstable that normal operations cannot be performed.
Serious	The availability of the Service is disturbed in a serious way. The service is unstable or does not respond to service request normally.
Low	While the Service does function and Users are able to access the Service, there are issues with either special services which are rarely used and/or the fault can be circumvented.

2.3 Target customer status update and resolution times

The following table shows the incident target customer status update and target resolution times by priority after creation and initial assessment / assignment of a ticket by the QSU support desk.

Target Customer Status Update Time: the interval that QSU ought to update the Institution.

Target Resolution Time: the total time from ticket creation to incident resolution and restoration of the Service to the Users. Service may be restored either by a workaround or through a permanent solution.

Incident	Target Customer Status Update Time	Target Resolution Time
Critical	1 hour	3 hours
Serious	2 hours	3 work days
Low	2 work days	5 work days

QSU strives to resolve ninety per cent of incidents within the time frame specified for each priority but cannot guarantee that it can or will do so.

3 System availability guarantee

QSU will endeavour to provide a 99.9% system uptime or availability of the Service (excluding planned or emergency maintenance).

3.1 Service Credits

If QSU fails to meet the uptime commitment, the Institution shall have the right to receive service credits in respect of the amount of time the Software is unavailable, subject to the exclusions below, in accordance with the following formula:

Where software is unavailable for more than a cumulated 24 hours over a 3 months period (Monday to Friday and excluding public holidays and planned and emergency maintenance) then for each 24 hour period a service credit equivalent to 1% of the cumulated annual licence and service fees shall be due to the licensee.

Service credits will be applied to any amounts due from the Institution or if no amounts are due, QSU shall pay the Institution an amount equal to the Euro amount of service credits within thirty (30) days following the month during which service credits are earned.

4 Customer notification for incidents and upcoming changes

QSU will endeavour to notify Institutions via email of all service interruptions due to:

- incidents or outages,
- scheduled maintenance/upgrade of the Service,
- emergency maintenance which has not been notified to the Institution in advance, but is reasonably necessary in order to ensure the continued provision of the Service.

For scheduled maintenance QSU will endeavour to give the Institution at least 48 hours in advance by email. Maintenance can be scheduled on any day of the week, including weekends, and can be at any time of the day but QSU will endeavour to minimise the disruption where possible.

4.1 Updates to MoveON

QSU will make available to the Institution any updates to the Service as and when they are released to its customers generally. Updates to the Service will be implemented by QSU as agreed by the parties. The Institution may request that a particular release or upgrade is not implemented or implementation is delayed for a period of time provided that:

- QSU shall not be required to support or maintain a version of the Service which is more than [two] major versions or releases behind the current version; and
- QSU shall not be liable for any failure in the Service to perform as expected or to provide the agreed functionality where a later version addresses that failure or provides the agreed functionality.

5 Support contact details

The contact details and times for the hotline telephone services and for 2nd level technical support are as follows:

Support hours: Monday to Friday from 9am until 12:00 pm and from 2pm until 5pm CET. Additional times may be arranged on a per case basis in order to accommodate time differences between the Institution and Germany.

Telephone number: +49 711 967 495 88

E-mail address: support@qs-unisolution.com