Addendum
Astra Schedule Hosting Agreement

This Hosting Agreement (the "Hosting Agreement"), is effective as of the last date shown in the signature block hereto (the "Effective Date") is made between Ad Astra Information Systems, LLC and 3rd Party Partners ("Ad Astra") and Texas A&M University ("Client"), located at College Station, TX 77842. Terms are defined the Master License Agreement.   a member of The Texas A&M University System, an agency of the State of Texas

Pursuant to the terms of the Master License Agreement, Client has agreed to license from Ad Astra the Licensed Software described therein. Rather than have the Licensed Software, Astra Schedule reside upon equipment owned or controlled by Client, the parties have elected to have the Licensed Software hosted by Ad Astra ("Ad Astra Cloud").

Client and Ad Astra desire to set out the terms and conditions governing the said hosting of the Licensed Software by Ad Astra on behalf of Client. The parties understand and agree that this Hosting Agreement is the controlling document which governs the relationship between the parties regarding the Hosting Services and the rights and obligations of the parties arising by virtue of the Hosting Agreement.

NOW, THEREFORE, the parties, intending legally to be bound, agree as follows:

1. Definitions. Capitalized terms used herein shall have the meanings assigned them in the Master License Agreement except where specifically defined above or elsewhere in this Hosting Agreement. The term "Software and Support Services" in the Master License Agreement shall include the Hosting Services described herein.

2. Hosting Services. During the term of this Hosting Agreement and subject to the terms and conditions of the Master Licenses Agreement, Ad Astra will provide to Client application hosting services in a shared/multi-tenant environment described in this Section 2 (the "Hosting Services"), subject to additional fees and charges as described in Section 3 of this Hosting Agreement. Ad Astra will manage the Client's Licensed Software through Ad Astra Cloud. Ad Astra, in connection with the hosting of the Licensed Software for Client, shall make available to Client all Licensed Software patches, version releases, and upgrades for Licensed Software both from Ad Astra and from Third Party Provider, provided that Client has a current Master License Agreement in effect with Ad Astra. Access to all such patches, version releases, and upgrades is expressly conditioned upon the presence of Master License Agreement between the parties.

3. Annual Fees. In addition to the Annual Fees set forth in the Master License Agreement, Client shall pay an annual fee for the Hosting Services in the base amount of Seventeen Thousand Dollars ($17,000.00) per year. This fee is due on September 1, 2018 and annually thereafter. This fee is subject to annual increases. Client shall pay a one-time server provisioning fee of Six Thousand Dollars ($6,000.00) which is due and payable upon execution of this Hosting Agreement.

4. Outsourced Services. Client acknowledges that Ad Astra may contract with a third party provider (the "Hosting Provider") to provide the Hosting Services. All third party Hosting Providers will be required to maintain currency and compliance with SOC2 audits and ISO certificates.

5. Ad Astra Hosted Environment. Ad Astra's objective is to make the Astra Schedule Software available twenty-four hours a day, seven days a week. In the event that Client's access to Astra Schedule becomes unavailable due to connectivity issues, Client shall immediately notify Ad Astra by logging a case to the Ad Astra Portal. Customer support hours are Monday through Friday from 7:00 am to 6:00 pm (cst). Ad Astra's policy is to respond within 2 business hours of receiving the case. Unless Client's access to Astra Schedule is unavailable for reasons beyond Ad Astra's control or as a result of routine maintenance, Ad Astra strives to resolve and restore access within 8 business hours.

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6. Ad Astra Hosted Test Environment. Ad Astra will provide a test environment hosted in the Ad Astra Cloud for user acceptance testing of new versions. Test Environments are available upon request via a logged case and require 5 working days of advance notice. The test environment will be decommissioned after the end date associated with the environment request case or 3 weeks from environment availability, whichever is encountered first.

7. Acceptable Use. In addition to the limitations and restrictions provided in the Hosting Policies, Client agrees that its usage of all infrastructure hardware and software is for the express use of running the Astra Schedule application. No other applications should be installed on the provided infrastructure hardware or databases other than those required to run these products.

> You may not make any copies of Ad Astra application software or 3rd party infrastructure software such as operating system software or database software.

> No infrastructure or Ad Astra application software is available for redistribution to any other location outside of the Astra Cloud.

> No infrastructure hardware or Ad Astra application software is available for rental to any other location outside of the Astra Cloud.

It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. Should any unauthorized access or unauthorized communication of access information occur within the client environment Ad Astra should be notified within 24 hours of either event, so that access security can be reset and an audit of possible damage can be executed.

8. Client Hosted Data. Client hosted data may be de-identified to produce a De-Identified Astra Database. The De-Identification process removes or obfuscates all personally identifiable information and makes every reasonable attempt to anonymize all client identifiable information including but not limited to institution name, campus names, department names, etc. The De-Identified Astra Database may be exported from the Astra Cloud to another Ad Astra data center and used for quality assurance and/or demonstration purposes.

9. Scheduled Maintenance. Client acknowledges and agrees that Ad Astra will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the Ad Astra Software may not be available for Client's use. Ad Astra's objective is to minimize the duration of any such unavailability and will, to the extent possible, endeavor to perform routine maintenance outside of Normal Business Hours which typically will be from 11:00 pm on Saturday to 11:00 pm on Sunday. Ad Astra, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.

10. Backup and Retrieval. Ad Astra's Hosting Provider will perform full and incremental backups and provide recovery processes of Client's production environment in accordance with Ad Astra's Hosting Policies and Procedures.

11. Limited Liability. Client acknowledges, understands, and agrees that Ad Astra will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits or consequential damages arising out of or related to this Agreement or the Software or any of the Services provided hereunder, whether such damages are alleged as a result of tortuous conduct, breach of contract or otherwise, even if Ad Astra has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of Licensor under this Agreement will not exceed the total fees received by Client within the previous twelve (12)-month period.

Client agrees to the foregoing section to the exent permitted by the Constitution and laws of the State of Texas.

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12. Confidentiality. The parties have entered into a Mutual Nondisclosure Agreement effective as of the Effective Date of this Agreement, the terms of which are incorporated herein by reference. See Exhibit A.

13. Termination of Hosting Service. This Hosting Agreement may be terminated:

13.1. By Ad Astra if Client fails to pay any amount due and payable to Ad Astra hereunder and the failure continues for a period of ten (10) days following notice by Ad Astra to Client of the failure.

13.2. By Ad Astra or Client if the other party materially breaches a provision in this Hosting Agreement or the Hosting Policies and such breach is not cured to the satisfaction of the nonbreaching party within a period of thirty (30) days (or such shorter period as set forth in the Hosting Policies) following the giving of written notice of the breach by the other party.

13.3. By Ad Astra immediately, with or without notice, if the Master License Agreement is terminated.

13.4. By Client immediately, with or without notice, if the Master License Agreement is terminated.

13.5 Upon any termination of this Hosting Agreement, data will be backed up and made available for client download. The tunnel will be terminated, and Ad Astra's copy of the site will be destroyed.

14. Notices. Any notice or communication required or permitted to be given hereunder may be hand-delivered or sent by registered or certified mail, return receipt requested, by facsimile transmission, or by email. Notices must be sent to a party at its address shown on the first page of the Supplemental Agreement, or to such other place as the party may subsequently designate in writing for its receipt of Notices. A Notice given in the manner prescribed in this Section shall be deemed received (i) when delivered, in the case of personal delivery; (ii) on the third business day following deposit of an item in the U.S. mail, properly addressed and postage prepaid; and (iii) on the date of transmission if sent by facsimile or email, provided a confirmation copy is either personally delivered or sent by U.S. mail in the manner otherwise permitted for a Notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Hosting Agreement as of the respective dates shown below.

AD ASTRA INFORMATION SYSTEMS. L.L.C.

By: _____

Date: _____

Name _____ 7/17/18 _____

Title: _____ CFO _____

TEXAS A&M UNIVERSITY

By: _____

Date: ____ 7·17· 2018 _____

Name: __ Robert C. Bounds __

Title: __ Director, Procurement Services __

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Exhibit A

Mutual Non-Disclosure Agreement

THIS AGREEMENT (this "Agreement") is effective as of the last date shown in the signature block hereto, by and between AD ASTRA INFORMATION SYSTEMS, L.L.C. ("Ad Astra"), and Texas A&M University ("Client"), located at College Station, TX 77842. Ad Astra and Client are referred to herein as the "parties."

WHEREAS, the parties are evaluating the possibility of entering into an Agreement in the form attached hereto (the "Astra Schedule Hosting Agreement") or any other business arrangements as contemplated by the parties;

WHEREAS, Ad Astra and/or Client, in the course of such discussions, may consider it appropriate to disclose Confidential Information (as defined below) to the other;

WHEREAS, the parties recognize that such Confidential Information and trade secrets are of great value to the owner thereof and that their disclosure of use by the other party would impair the owner's ability to compete effectively or would otherwise cause irreparable harm to their owner.

NOW THEREFORE, in consideration of the mutual promises, covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definition.** For purposes of the Agreement, the term "Confidential Information" means all information and know-how (whether or not patentable or copyrighted) owned, possessed or used by one party hereto (the "Owner") that the other party (the "Recipient") gains or has gained access by virtue of the parties' relationship, in each case prior to or after the execution of the Agreement, including, without limitation, any proposal, marketing or business plan, invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer data, financial data, technical data, know-how, computer program, software, software documentation, hardware design, technology, forecast, unpublished financial statement, budget, license, price, cost and personal data; provided, however, that Confidential Information does not include information which (a) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (b) was known to the Recipient prior to the Recipient's receiving the same pursuant to this Agreement and not otherwise restricted by contract or law; or (c) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information.

2. **Use.** The Recipient may use the Owner's Confidential Information only for evaluating and performing the License and Services Agreement and any other business arrangements between the parties as contemplated by this Agreement, and for no other purposes whatsoever. Without limiting the foregoing, neither the Recipient nor any of its affiliates, principals, agents or employees will directly or indirectly use the Owner's Confidential Information in the design, development, production, marketing, sale or use of products or services competitive with those of the Owner.

3. **Disclosure.** Without the Owner's prior written consent, neither the Recipient nor any of its affiliates, principals, agents or employees will disclose the Owner's Confidential Information to any other party (whether or not such other party is a business or entity affiliated with the Recipient); provided, however, that any

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of such information may be disclosed to employees of the Recipient who need to know such information for the purposes of evaluating and performing the License and Services Agreement or any other business arrangements between the parties as contemplated by this Agreement. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

4. **Notice of Breach.** Each party will promptly notify the other party of any breach of this Agreement committed by such other party or any of its affiliates, principals, agents or employees.

5. **Return of Materials.** Upon written request by the Owner, the Recipient will return to the Owner all written material in any form whatsoever which contains the Owner's Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof.

6. **No Licenses.** Nothing in the Agreement will be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, implied or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Agreement.

7. **Injunctive Relief.** The parties expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of the provisions of this Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each party will be entitled to a preliminary and final injunction to prevent any breach or further breach of this Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such party may have under the License and Services Agreement, at law or in equity.

8. **Ownership.** As between the parties, nothing in this Agreement will be construed to grant to the Recipient any rights to, ownership of, or other proprietary interest in the Confidential Information. The Recipient does not acquire any title, ownership, or other intellectual property right or license in the Confidential Information, or any idea or concept discussed by the parties. Nothing in this Agreement will be construed as creating any obligation, express or implied, of the parties to enter into a contract or business relationship with one another.

9. **Required Disclosure.** If the Recipient is requested or required, in connection with any judicial or administrative process, or order of any legal or governmental authority or by any law, regulation, or in accordance with applicable professional standards, or similar proceeding or governmental investigation, to disclose any Confidential Information, the Recipient must promptly provide the Owner with written notice of the request or requirement so that the Owner may seek appropriate protective orders or legal remedies and must reasonably cooperate with the Owner in connection with obtaining such protective orders or legal remedies. If such protective orders or other legal remedies are not obtained, or if the Owner consents in writing, the Recipient may furnish only that portion of the Confidential Information which, in the opinion of the Recipient's counsel, it is required to disclose and will use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

10. **Term.** This Agreement will continue in full force and effect (a) until the later of (i) three (3) years from the date hereof, or (ii) if the parties' execute a License and Services Agreement or any other agreement

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between the parties, for three (3) years after the termination of such agreement; and (b) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, in perpetuity.

11.   **Assignment**. Client will not assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Agreement) under this Agreement without the prior written consent of Ad Astra. Any purported assignment by Client in violation of this section will be null and void.

12.   **Miscellaneous**. This Agreement is binding on the parties and their respective affiliates, subsidiaries, successors and assigns. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of the Agreement. This Agreement may not be amended or modified except in writing and will be governed by the laws of the State of Kansas (without regard to conflicts of law principles). If any provision or portion of any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected. This Agreement may be executed in counterparts, each of which will be deemed an original. All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.

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INFORMATION SYSTEMS

AD ASTRA INFORMATION SYSTEMS, LLC
6900 W. 80TH ST, SUITE 300
OVERLAND PARK, KS 66204

ESTIMATE
November 3, 2017

Estimate Prepared for:
Texas A&M University
400 Bizzell Street
College Station, TX 77843

Due Date	One Time Fee	Subtotal
Due upon execution of Astra Schedule Hosting Addendum	Astra Schedule Server Provisioning / Migration Fee	$8,000.00

	Discount	$2,000.00
	One Time Fee Total	$6,000.00

Renewal Date	Recurring Fee	Subtotal
September, 2018 and annually thereafter	Astra Schedule Hosting Annual Fee Hosting fees are in addition to the Astra Schedule Annual Support Fee	$20,000.00 **$17,000 if executed by June 30, 2018
Annually every September	Astra Schedule Annual Support Fee	$25,000.00

	Annual Total	$45,000.00 **$42,000 if executed by June 30, 2018

Notes
This is an estimate of hosting charges. A contract addendum will be provided at time of purchase.

- Hosting Addendum must be signed and PO issued for Server Provisioning Fee prior to June 30, 2018 or hosting fees are subject to increase.
- Astra Schedule Temporary Test environment is included for 3 week increments
- Astra Schedule Permanent Test environment is an optional service available for an additional 25% of your Astra Schedule Hosting Annual Fee

** Estimate expires June 30, 2018

AD ASTRA LICENSE AND SERVICE AGREEMENT
Agreement No. 2016-1011

This Agreement (this "Agreement") is effective as of the last date shown in the signature block hereto (the "Effective Date") by and between AD ASTRA INFORMATION SYSTEMS, L.L.C., a Kansas limited liability company located at 6900 W. 80th Street, Suite 300, Overland Park, KS 66204 ("Licensor" or "Ad Astra"), and Texas A&M University, located at College Station, TX 77842 ("Licensee" or "TAMU").

Recitals

Licensor has developed and owns scheduling software for courses and events (marketed as Astra Schedule) described in Exhibit A (collectively, the "Software and Services"), and provides related implementation, user support, and version upgrade services as described in Exhibit A (the "Software and Services"). Licensee desires to license the Software and receive the Services from Licensor as described herein, subject to the terms and conditions hereof.

Agreement

NOW, THEREFORE, in consideration of the promises, covenants and mutual agreements herein contained, the parties hereto agree as follows:

1.   Grant of License and Provision of Services.

(a)   *License.* Subject to the terms and conditions of this Agreement (including the payment of the Annual Fees), Licensor hereby grants to Licensee a non-exclusive right and license (which right and license may not in whole or in part be assigned or transferred to any person) to use the Software during the term of this Agreement.

(b)   *Services.* During the term of this Agreement and subject to the terms and conditions hereof, Licensor will provide to Licensee the Base Services, and the Optional Products and Services as requested by Licensee. The Optional Products and Services will be subject to additional fees and charges as described in Section 4.

(c)   *Suspension or Termination.* Licensor may, in its sole and absolute discretion and without notice, immediately suspend or terminate Licensee's right to use or receive the Software and the Services hereunder for failure to comply with Licensor's policies and/or the terms set forth herein.

2.   Acceptance of Software and Services. All of the Software and the Services provided and/or performed hereunder will be deemed to be accepted by Licensee, unless Licensee reports to Licensor all deficiencies in any software or service.

3.   Licensee's Obligations.

(a)   *Use of Software and Services.* The Software and the Services must be used only for Licensee's own business. Licensee must not (i) permit any third party to use the Software or any of the Services, (ii) use the Software or any of the Services in the operation of any business other than Licensee's own business, (iii) allow unauthorized access to the licensed Software or any of the Services; or (iv) alter or modify the Software in any manner without Licensor's prior written consent. It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. Should any unauthorized access or unauthorized communication of access

Information occur within the Client environment Ad Astra should be notified within 24 hours of either event, so that access security can be reset and an audit of possible damage can be executed.

(b) *Remote Access.* Licensee will provide to Licensor remote access to the test and production versions of the installation for service and support.

(c) *Trade Secret and Copyright Notices.* Licensee will reproduce and incorporate Licensor's trade secret or copyright notice in any copies, modifications or partial copies, which will include, but not be limited to, the following: "This document produced pursuant to License Agreement No. 2016-1011 with the licensor and owner, Ad Astra Information Systems, L.L.C. All rights reserved."

(d) *Cooperation.* Licensee must cooperate with Licensor in the performance of its obligations hereunder.

4. Fees and Payment.

(a) *Annual Fees.* Beginning on September 1, 2016, Licensee must pay to Licensor the following annual fees (the "Annual Fees") as invoiced by Licensor each year: (i) Twenty-Five Thousand Dollars ($25,000.00) for the use, maintenance and support of the software. This annual fee includes access to our technical support team and standard releases of the licensed product. Beginning on September 1, 2017, the Annual Fees may be subject to an increase from the previous year's amount as determined by Licensor. Licensor will notify Licensee of the amount of any such increase at least thirty (30) days prior to the effective date of such increase.

(b) *Invoices, Payment and Delinquent Amounts.* Licensor will submit invoices to Licensee for all amounts due. Payment of each invoice will be due, without deduction or setoff, Net 30. Any payment received more than thirty (30) days after the due date of the relevant invoice will be subject to interest at the rate of 3% per month or the maximum legal rate, whichever is lower, from the date of the invoice through the date payment is received. Payment shall be made pursuant to Texas Government Code, Chapter 2251 Prompt Payment law. In addition to all applicable late charges, if Licensor suspends the license of the Software or the provision of Services under Section 1 as a result of Licensee's failure to pay invoiced amounts hereunder within the defined term, Licensee must pay all past due monies to Licensor in addition to a reinstatement fee equal to 20% of the current Annual Fees in order to reinstate such license and/or services. Reinstatement must occur within one calendar year of the annual renewal date of this contract.

(c) If Licensee completes a material acquisition of new campuses, this Agreement will be amended for licensing of said new campuses. Fees will be negotiated at time of request for license expansion.

(d) Licensee is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all Fees. If Licensee is exempt from taxes, a copy of a valid tax exemption certificate should be provided to Licensor. Licensee has provided its tax exempt certificate, attached to this Agreement. To the extent permitted by the Constitution and laws of the State of Texas, Licensee may indemnify, defend, and hold harmless Licensor from and against all claims arising out of or resulting from Licensor's failure or alleged failure to pay taxes due.

5. Intellectual Property Rights.

(a) *Licensor's Rights.* Licensor retains all right, title and interest in and to the Intellectual Property (as defined below). Nothing in this Agreement will be interpreted so as to provide Licensee with any rights, interest in, or ownership of the Intellectual Property. Licensee acknowledges the proprietary rights of Licensor in the Intellectual Property, and admits the validity of the

Intellectual Property and further agrees that it will not contest, directly or indirectly, such Intellectual Property rights or the validity of such Intellectual Property rights, nor aid others in doing so.

(b) *Definition.* The term "Intellectual Property" means Licensor's rights to, interest in, and ownership of (i) the Software, (ii) source codes, computer software, software design, data and documentation related to the Software and Services, (iii) trademarks, service marks, logos, trade names, and company names and registrations and applications for registration thereof, (iv) copyrights and registrations and applications for registration thereof, (v) patents, patent applications and improvements thereto, (vi) trade secrets and confidential business information, know-how, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing cost information, business and marketing plans, and customer and supplier lists and information, and (vii) other proprietary rights.

(c) *Limited Warranties.* Except for the warranties set forth herein, Licensor disclaims any and all warranties, conditions, or representations (expressed or implied, oral or written), with respect to the software and support services or any part thereof, including any and all implied warranties or conditions of title, merchantability, or fitness or suitability for any purpose (whether or not licensor knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, Licensor expressly disclaims any warranty or representation to any person other than Licensee with respect to the software and support services or any part thereof.

Licensor shall not provide to Licensee any Services or Application that infringe any intellectual property, privacy, or other right of any party. If Licensor becomes aware of any such possible infringement, Licensor shall immediately so notify Licensee in writing. Licensor shall indemnify and defend Licensee, The Texas A&M University System, its regents, officers, employees, representatives, agents, and students from any claim, liability, or judgment that any such materials or resources infringes any intellectual property, privacy, or other right of any party.

Licensor warrants that it will use all commercially reasonable efforts to ensure the Application contains no viruses, malware, spyware, worm, trap door, back door, Trojan horse, or other code or instructions that may be used to modify, damage, or disable Licensee's computer system or the Application itself.

6. Limited Liability. Licensee acknowledges, understands, and to the extent permitted by the Constitution and laws of the State of Texas, agrees that Licensor may not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits or consequential damages arising out of or related to this Agreement or the Software or any of the Services provided hereunder, whether such damages are alleged as a result of tortuous conduct, breach of contract or otherwise, even if Licensor has been advised of the possibility of such damages. Licensee acknowledges, understands, and agrees that the maximum total liability of Licensor under this Agreement will not exceed the fees received by Licensor under this Agreement within the previous twelve (12)-month period.

7. Indemnification. To the extent permitted by the Constitution and the laws of the State of Texas, Licensee will indemnify, defend, and hold Licensor, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by Licensee or any of its affiliates, employees or agents; (b) any violation of the rights of another by Licensee or any of its affiliates, employees or agents; or (c) any negligent or intentional acts or omissions by Licensee or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.

8. **Confidentiality.** The parties have entered into a Mutual Nondisclosure Agreement effective as of the Effective Date of this Agreement, the terms of which are incorporated herein by reference. See Exhibit B.

Notwithstanding the foregoing, Licensor acknowledges that TAMU must strictly comply with the open records requests pertaining to this agreement in conformance with the Texas Public Information Act.

(a) Licensor 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 this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Licensee's written request, Licensor 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 Licensee in a non-proprietary format acceptable to Licensee. 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.

(c) Licensor acknowledges that Licensee is 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*.

9. **Media Release.** Licensee may grant permission unto Licensor to publicize non-confidential information about Licensee in print or electronic forms of public relations, training, or marketing productions. Prior to Licensor's use of Licensee's information and images, Licensor must retain written permission from Licensee's Marketing Director.

10. **Term, Termination and Effect of Termination.**

(a) Term and Termination. Unless earlier terminated as provided herein, the initial term (the "Initial Term") of this Agreement commences on the Effective Date and will continue for one (1) year. After such initial term, the term of this Agreement will be renewed for successive additional one-year terms, not to exceed a total of five (5) years (each, a "Renewal Term") unless terminated by either party by written notice to the other party given at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Licensor may terminate the Initial Term or any Renewal Term for cause immediately upon written notice to Licensee if (i) Licensee fails to pay any amount when due as provided in this Agreement; or (ii) Licensee defaults in the performance of its obligations under this Agreement in any other manner and such default is not or cannot be remedied within thirty (30) days after notice thereof by the Licensor. Licensee may terminate the Initial Term or any renewal term for cause immediately upon written notice to Licensor if (i) Licensor defaults in the performance of its obligations under this Agreement in any other manner, and such default is not or cannot be remedied within thirty (30) days after notice thereof by the Licensee

(b) *Effect of Termination.* Upon valid termination of this Agreement by Licensor, pursuant to any cause whatsoever, Licensee must immediately pay to Licensor all monies due and must deliver to Licensor all materials and documents pertaining to the Software and the Services, all of which are the sole and exclusive property of Licensor. Upon such termination all licenses, authorities, rights and privileges granted hereunder will terminate, and Licensee must cease to use, as hereinbefore provided, any Intellectual Property of Licensor.

(c) *Loss of Funding.* Performance by TAMU under this agreement may be dependent upon the appropriation and allotment of funds by the Texas Legislature, ("the Legislature") and allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or if the Board fails to allocate the necessary funds, then TAMU will issue written notice to Ad Astra and TAMU may terminate this agreement without further duty or obligation. Ad Astra acknowledges that appropriation allotment, and allocation of funds is beyond the control of TAMU.

11.   Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered, sent by facsimile, reputable overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above. Notices delivered personally shall be effective upon delivery. Notices transmitted by facsimile shall be effective when received, provided that the burden of proving notice when notice is transmitted by facsimile shall be the responsibility of the party providing such notice. Notices delivered by overnight courier shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, whichever is earlier. Either party may change its address for purposes of this Agreement by providing notice of such change to the other party at the address for such party set forth above.

12.   General.

    (a)   Entire Agreement and Amendment. This Agreement cancels and supersedes all previous agreements, written or oral, between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto, and there are no understandings, representations or warranties expressed or implied not specifically set forth herein. This Agreement may be amended only by a writing executed by the party against which such amendment is sought to be enforced.

    (b)   Controlling Law. This Agreement is governed by and will be construed and interpreted in all respects in accordance with the laws of the State of Texas (without application of principles of conflicts of law). The parties hereto agree that any claim or cause of action between the parties arising out of or in connection with this Agreement will have exclusive jurisdiction and venue in state court in Nueces County, Texas, or the United States District Court for the Southern District of Texas, whichever is proper.

    (c)   Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

    (d)   Waiver. The failure of either party to require performance by the other party of any provision hereof, or to enforce any remedies it may have against the other party, will in no way affect the right thereafter to enforce this Agreement and require full performance by the other party. The waiver by either party of any breach of any provision of this Agreement will not constitute a waiver of any succeeding breach of that provision or of any other provision.

    (e)   Severability. If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially alter the terms of this Agreement or diminish the benefits or burdens of this Agreement.

    (f)   Assignment and Successors. This Agreement may not in whole or in part be assigned, voluntarily or by operation of law, or otherwise transferred to others by either party without the written consent of the other. Any purported assignment by either party in violation of this Section will be null and void. This Agreement is binding upon the parties hereto, and their successors and assigns.

    (g)   Independent Contractor. The parties agree that Licensee is an independent contractor. Under no circumstances will Licensee be considered to be an agent, employee, partner or representative of Licensor or otherwise attempt to bind Licensor.

(h)   *Other Entities.* Other local, governmental and private entities within the State of Texas who wish to participate under the same terms and conditions contained in this document may do so. Each entity wishing to participate must sign an addendum to this contract stating payment terms and conditions specific to that entity. If such participation is desired by an eligible entity all purchase orders will be shipped directly from and products and services will be shipped directly to that entity.

(i) · *Upgrades.* Licensee may upgrade product or services provided by Licensor under the terms and conditions contained herein. Any special terms and conditions related to payment for upgrades and additional services will be noted in an attached addendum.

(j)   *Captions.* All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.

(k)   *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 TAMU and Ad Astra to attempt to resolve any claim for breach of contract made by Ad Astra that cannot be resolved in the ordinary course of business. Ad Astra shall submit written notice of a claim of breach of contract under this Chapter to Director of Contracts and Property of TAMU-CC, who shall examine Ad Astra's claim and any counterclaim and negotiate with Ad Astra in an effort to resolve the claim.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year last set forth below.

AD ASTRA INFORMATION SYSTEMS. L.L.C.   TEXAS A&M UNIVERSITY

By:_____   By _____
Name: _Tom Shaver_____   Name: _Dean K. Endler_____
Title: _Founder +CEO_____   Title: _Director, Procurement Services_
Dated: _1/27/17_____   Dated: _26 JAN 2017_____

AD ASTRA
INFORMATION SYSTEMS

Exhibit A

Software and Services

Software	Costs
Astra Schedule License Astra Schedule is a web-based, room scheduling suite that combines academic and event activities into one system. • Enterprise-wide calendar of all activities • Bi-directional, real-time integration with most student information systems (SIS) • Event management tools for simple and complex events • Built-in workflow for automatic notifications and confirmations • Standard and customizable reports, including space utilization reports and report subscriptions • Optimized course scheduling	$0 (PREVIOUSLY PAID FOR UNDER LICENSE AGREEMENT #13624)

AD ASTRA
INFORMATION SYSTEMS

Exhibit B

Mutual Non-Disclosure Agreement

THIS AGREEMENT (this "Agreement") is effective as of the last date shown in the signature block hereto, by and between AD ASTRA INFORMATION SYSTEMS, L.L.C. ("Ad Astra"), and Texas A&M University, a ("Client"). Ad Astra and Client are referred to herein as the "parties."

WHEREAS, the parties are evaluating the possibility of entering into a license and services agreement in the form attached hereto (the "License and Services Agreement") or any other business arrangements as contemplated by the parties;

WHEREAS, Ad Astra and/or Client, in the course of such discussions, may consider it appropriate to disclose Confidential Information (as defined below) to the other;

WHEREAS, the parties recognize that such Confidential Information and trade secrets are of great value to the owner thereof and that their disclosure of use by the other party would impair the owner's ability to compete effectively or would otherwise cause irreparable harm to their owner.

NOW THEREFORE, in consideration of the mutual promises, covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1.   Definition. For purposes of the Agreement, the term "Confidential Information" means all information and know-how (whether or not patentable or copyrighted) owned, possessed or used by one party hereto (the "Owner") that the other party (the "Recipient") gains or has gained access by virtue of the parties' relationship, in each case prior to or after the execution of the Agreement, including, without limitation, any proposal, marketing or business plan, invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer data, financial data, technical data, know-how, computer program, software, software documentation, hardware design, technology, forecast, unpublished financial statement, budget, license, price, cost and personal data; provided, however, that Confidential Information does not include information which (a) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (b) was known to the Recipient prior to the Recipient's receiving the same pursuant to this Agreement and not otherwise restricted by contract or law; or (c) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information.

2.   Use. The Recipient may use the Owner's Confidential Information only for evaluating and performing the License and Services Agreement and any other business arrangements between the parties as contemplated by this Agreement, and for no other purposes whatsoever. Without limiting the foregoing, neither the Recipient nor any of its affiliates, principals, agents or employees will directly or indirectly use the Owner's Confidential Information in the design, development, production, marketing, sale or use of products or services competitive with those of the Owner.

3. Disclosure. Without the Owner's prior written consent, neither the Recipient nor any of its affiliates, principals, agents or employees will disclose the Owner's Confidential Information to any other party (whether or not such other party is a business or entity affiliated with the Recipient); provided, however, that any of such information may be disclosed to employees of the Recipient who need to know such information for the purposes of evaluating and performing the License and Services Agreement or any other business arrangements between the parties as contemplated by this Agreement. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

4. Notice of Breach. Each party will promptly notify the other party of any breach of this Agreement committed by such other party or any of its affiliates, principals, agents or employees.

5. Return of Materials. Upon written request by the Owner, the Recipient will return to the Owner all written material in any form whatsoever which contains the Owner's Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof.

6. No Licenses. Nothing in the Agreement will be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, implied or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Agreement.

7. Injunctive Relief. The parties expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of the provisions of this Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each party will be entitled to a preliminary and final injunction to prevent any breach or further breach of this Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such party may have under the License and Services Agreement, at law or in equity.

8. Ownership. As between the parties, nothing in this Agreement will be construed to grant to the Recipient any rights to, ownership of, or other proprietary interest in the Confidential Information. The Recipient does not acquire any title, ownership, or other intellectual property right or license in the Confidential Information, or any idea or concept discussed by the parties. Nothing in this Agreement will be construed as creating any obligation, express or implied, of the parties to enter into a contract or business relationship with one another.

9. Required Disclosure. If the Recipient is requested or required, in connection with any judicial or administrative process, or order of any legal or governmental authority or by any law, regulation, or in accordance with applicable professional standards, or similar proceeding or governmental investigation, to disclose any Confidential Information, the Recipient must promptly provide the Owner with written notice of the request or requirement so that the Owner may seek appropriate protective orders or legal remedies and must reasonably cooperate with the Owner in connection with obtaining such protective orders or legal remedies. If such protective orders or other

legal remedies are not obtained, or if the Owner consents in writing, the Recipient may furnish only that portion of the Confidential Information which, in the opinion of the Recipient's counsel, it is required to disclose and will use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

10.   Term. This Agreement will continue in full force and effect (a) until the later of (i) three (3) years from the date hereof, or (ii) if the parties' execute a License and Services Agreement or any other agreement between the parties, for three (3) years after the termination of such agreement; and (b) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, in perpetuity.

11.   Assignment. Client will not assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Agreement) under this Agreement without the prior written consent of Ad Astra. Any purported assignment by Client in violation of this section will be null and void.

12.   Miscellaneous. This Agreement is binding on the parties and their respective affiliates, subsidiaries, successors and assigns. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of the Agreement. This Agreement may not be amended or modified except in writing and will be governed by the laws of the State of Texas (without regard to conflicts of law principles). If any provision or portion of any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected. This Agreement may be executed in counterparts, each of which will be deemed an original. All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.

ADDENDUM
By and Between
Ad Astra Information Systems, LLC
&
Texas A&M University

This addendum ("Addendum") amends and supplements the License and Service Agreement ("Agreement") between Ad Astra Information Systems, LLC ("Ad Astra"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. In section 12 (b), The second sentence is deleted in its entirety and replaced with the following: "Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas."
3. The following language is incorporated into the Agreement:

State Contracting Requirements:

Electronic and Information Resources. Ad Astra strives for, but does not represent that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU 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 TAMU becomes aware that the EIRs, or any portion thereof, do not comply, then TAMU shall notify Ad Astra of the non-compliance. At such time, Ad Astra will then determine the remedy and will place such remedy on the Ad Astra product roadmap for future enhancement.

Delinquent Child Support Obligations. 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 Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

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

Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, Ad Astra 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 Agreement may be terminated and payment withheld if this certification is inaccurate.

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

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

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

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

ACCEPTED & AGREED:

Ad Astra Information Systems, LLC

Texas A&M University

_____
Signature

_____
Signature

_____, Founder/CEO
Name & Title

Dean K. Endler Director, Procurement Services
Name & Title

1/27/17
Date

26 JAN 2017
Date