MASS NOTIFICATION SOFTWARE CONFIGURATION AND SUPPORT AGREEMENT

THIS SOFTWARE CONFIGURATION AND SUPPORT AGREEMENT (the "Agreement") dated as of March 24, 2020 (the "Effective Date") **BETWEEN:**

(1)   Cutcom Software Inc., DBA AppArmor, a company incorporated in the Province of Ontario and having its principal place of business at 130 Queens Quay East, Suite 1300 West Tower, Toronto, Ontario, Canada ("AppArmor"); and

(2)   Texas A&M University, a member of The Texas A&M University System ("A&M System"), an agency of the State of Texas, including the Organizations listed in Schedule E, having its principal place of business in College Station, TX, United States ("Customer")

WHEREAS Customer requires software configuration and ongoing support services for a mass notification system and mobile safety app for use by Customer and end-users affiliated;

AND WHEREAS AppArmor is prepared to provide these software configuration and support services to Customer according to the terms of this Agreement;

THE PARTIES AGREE as follows:

1   **The Services.** AppArmor agrees to provide to Customer the "Configuration Services" and the "Support Services" as described in Section 1(a) and Section 1(b) of this Agreement (together, the "Services").

    (a)   Configuration Services

        (i)   AppArmor will configure the mass notification alerting mechanisms (the "ENS") in accordance with the specifications set out in Schedule "A". For greater certainty, the specific steps that AppArmor will take in order to configure the ENS are set out in Schedule "B".

        (ii)   AppArmor will make the ENS notification options available for public usage on or before September 1, 2020 (the "Availability Date").

    (b)   Support Services

        (i)   Beginning on the Availability Date and continuing for the duration of the Term (as defined in Section 2) of this Agreement, AppArmor will maintain the ENS in substantial conformity with the specifications set out in Schedule "A" and will provide further services as described in Schedule "C".

        (ii)   The Support Services do not require AppArmor to repair or correct bugs or operational issues in the ENS brought about by third party software or hardware. If Customer wants AppArmor to repair or correct the ENS mass notification system as a result of bugs or operational issues in the ENS brought about by third party software or hardware, additional fees may apply subject to agreement by the parties. The repairs and corrections provided by AppArmor to

Customer will be considered part of the ENS and/ and subject to the terms and conditions of this Agreement, or such agreement, if any, which accompanies such repairs and corrections.

(iii) Any derivative works of the ENS created by or for AppArmor from time to time and all copies of the ENS and mass notification system including translations, compilations, and partial copies, and the media on which any of the foregoing are stored or printed are, and at all times continue to remain, the property of AppArmor, and Customer forever disclaims any rights of ownership therein, including any intellectual property rights.

(iv) If Customer requests modifications to the ENS other than those described in Schedule "C", AppArmor will prepare a proposal identifying or describing the additional work, services or changes to be performed, an estimate of the amount or rates AppArmor will charge to perform the work, services or changes and a revised schedule of performance for the requested changes ("Project Impact Proposal" or "PIP"). Upon receipt of a signed amendment or work order from Customer to pay the charges for the requested changes, AppArmor agrees to perform the additional work, service, or changes identified in the PIP.

2   Term.

(a) This Agreement is effective between Customer and AppArmor as of the Effective Date.

(b) The "Initial Term" of this Agreement will commence on the Effective Date and end five (5) years after the Availability Date.

(c) The Initial Term and each Renewal Term are collectively referred to as the "Term".

3   Payment.

(a) In consideration for the Configuration Services, Customer shall pay to AppArmor beginning on the Effective Date, a configuration fee of $12,500.00

(b) In consideration for the Support Services, Customer shall pay to AppArmor, beginning on the Availability Date, a support fee of $106,000 per year (the "Support Fee") for the duration of the Term of this Agreement.

(i) The Support Fee shall be payable by Customer in Annual installments within thirty (30) days of the date of AppArmor's invoice.

(ii) The amount of the Support Fee may change from time to time and AppArmor will provide Customer with at least thirty (30) days' notice of any change in the Support Fee.

(c)   Customer agrees to pay any and all applicable taxes on the Support Fees under this Agreement, exclusive however of taxes based on AppArmor's net income. As an agency of the State of Texas, Customer is tax exempt. Customer will provide a tax exemption statement upon request.

(d)   Unless otherwise indicated, all amounts in this Agreement are stated and are payable in United States dollars.

4   Third Party Fees.

(a)   Any fees payable by Customer to third parties ("Third Party Fees"), including any fees related to the App's submission to any distribution platform, shall be paid by Customer. At the time of this Agreement these fees are $99.00 annually to Apple, and $25.00 one time to Google.

(b)   AppArmor shall not be responsible for any Third Party Fees.

5   Termination.

(a)   Either party to this Agreement shall have the right to terminate this Agreement upon ninety (90) days' written notice to the other party ("Notice of Termination").

(b)   The "Termination Date" shall be exactly ninety (90) days after the receipt of the Notice of Termination.

(c)   For purposes of this Agreement, "Cause" means any material breach of this Agreement by the non-terminating party, including, where Customer is the terminating party, failure by AppArmor to fulfill AppArmor's obligations under Schedule "C."

(d)   If the Agreement is terminated without Cause prior to the end of the Term:

    (i)   By Customer, then Customer is required to pay the amounts due under the Agreement for the remainder of the current Term to AppArmor within 30 days of the Notice of Termination.

    (ii)   By AppArmor, then AppArmor is required to refund to Customer the total amount Customer has paid AppArmor during the 12-month period prior to the Notice of Termination payable within 30 days of the Notice of Termination.

(e)   the Termination Date, Customer's sole obligation hereunder is to pay AppArmor for products and/or Services ordered and received prior to the Termination Date.

(f)   Either party may terminate this Agreement following a material breach by the other party. The terminating party must give the putative breaching party notice stating, in reasonable detail, what the terminating party believes to be the material breach. The terminating party may not terminate this Agreement, and any purported termination for breach will have no

effect, if, within 30 days after the terminating party's notice, the putative breaching party both (1) cures the material breach, and (2) gives notice to the terminating party describing the cure of the material breach in reasonable detail.

(g)   Notwithstanding other termination rights set out in this Agreement, if Customer fails to promptly make payment of all amounts when due or breaches the confidentiality obligations herein, AppArmor may at any time, without prejudice to any other remedies that AppArmor may have, terminate this Agreement immediately and disable Customer's access to and use of the ENS without notice.

6   **Customer Trademark Licenses**.

(a)   AppArmor acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with Customer ("marks"), including all goodwill pertaining to the marks, are the sole property of Customer. AppArmor may use and display the marks only in the manner and for the purpose authorized by Customer, and only during the Term of this Agreement. Customer reserves the right to add to, change, or discontinue the use of any mark, on a selective or general basis, at any time. Upon the termination of this Agreement, AppArmor must cease all further use of trademarks or trade names identical or similar to the marks. During the Term, Customer grants to AppArmor a non-assignable, non-exclusive, royalty-free, worldwide license to use and display publicly the marks Customer provides to AppArmor to include in the ENS and mass notification system.

(b)   During the Term and conditional upon AppArmor's receipt of written permission from Customer, Customer grants to AppArmor a non-assignable, non-exclusive, royalty-free, worldwide license to use and display publicly the marks Customer provides to AppArmor to include in the Marketing Toolkit described in Schedule "B" and on the customer list of the AppArmor and AppArmor Alert websites.

(c)   AppArmor acknowledges that it has not acquired, and will not acquire, any ownership rights in Customer's marks.

(d)   Customer reserves the right to inspect AppArmor's use or display of Customer's marks.

7   **Ownership of Intellectual Property**.

(a)   Subject to Section 6, Section 7(d), Section 9(a) and any software that AppArmor properly licences from third parties, AppArmor shall be the exclusive owner of the ENS, the mass notification system and the Marketing Toolkit and of all intellectual property rights in and to the ENS, the mass notification system and the Marketing Toolkit.

(b)   Customer agrees that it shall not, either during the Term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to

contest, AppArmor's ownership of the ENS and the Marketing Toolkit and any intellectual property rights owned, licensed, or otherwise controlled by AppArmor. AppArmor acknowledges that nothing in this Agreement precludes Customer from using Customer's knowledge, experience, knowhow, and expertise to create or have others create on Customer's behalf software, works, and related materials with similar functionality as the ENS and Marketing Toolkit so long as such software, works, and materials do not infringe the copyrights of AppArmor.

(c) Customer acknowledges and agrees that the rights granted to it under this Agreement shall not in any way prevent or preclude AppArmor, or in any way be deemed to prevent or preclude AppArmor, from licensing software that makes up the ENS and using the Marketing Toolkit, AppArmor's knowledge, experience, know-how, and expertise to perform work for others which result in the creation of software, works, and related materials having formats, organization, structure, and sequence similar to the work originated and prepared for Customer.

(d) Notwithstanding any other provisions in this Section 7, Customer shall retain any intellectual property in any materials that it provides to AppArmor to be included as content in the ENS.

8 Reverse Engineering.

(a) Customer agrees that it will not: (i) decompile, disassemble, or otherwise reverse engineer any of the ENS or knowingly contribute to the decompilation, disassembly, or reverse engineering by a third party; or (ii) modify or create any derivative work of the ENS.

9 Feedback.

(a) Customer hereby grants AppArmor an irrevocable, paid-up, royalty-free, worldwide, nonexclusive license to any rights that Customer may have in all feedback, ideas, concepts, or changes to the ENS, identified, suggested, or provided to AppArmor by Customer and all associated intellectual property rights (collectively the "Feedback").

(b) At the written request of AppArmor, Customer shall promptly provide AppArmor, or sign for AppArmor, any additional documents necessary to consummate the transactions provided for in Section 9(a).

10 Confidentiality.

(a) Customer shall not disclose any proprietary or confidential information related to the ENS, the mass notification system or the Services (the "Confidential Information") that is disclosed to Customer by AppArmor.

(b) Confidential Information includes all business, financial, technical, and other information marked or designated by AppArmor as "confidential" or "proprietary", as well as any information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated

as confidential. Without limiting the generality of the foregoing, Confidential Information expressly includes any password-protected information that is made available to Customer by AppArmor, including but not limited to information contained on the Online Dashboard described in Schedule "C".

(c) Any information or materials provided by AppArmor in relation to the ENS or together with any Feedback provided by Customer, shall be deemed AppArmor's Confidential Information and Customer shall comply with its confidentiality obligations in accordance with this Agreement.

(d) Confidential Information shall not include: information that is currently publicly known or available or that becomes publicly known or available by no fault of Customer after the signing of this Agreement; information that Customer lawfully receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation; information that Customer knew prior to receiving any Confidential Information from AppArmor; or information that Customer independently develops without reliance on any Confidential Information from AppArmor.

(e) Without limiting the generality of the confidentiality obligations set out in this Section 10, or in any other way detracting from or limiting these obligations, Customer shall be prohibited from using any AppArmor Confidential Information for the development of any technology, products, or services that compete with the technology, products, or services of AppArmor, and from enabling any third party to do any of these activities.

(f) If Customer is legally required to disclose AppArmor Confidential Information, Customer shall, to the extent allowed by law, promptly give AppArmor written notice of the requirement so as to provide AppArmor a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If Customer complies with the terms of this Section 10(f), disclosure by Customer of that portion of the AppArmor Confidential Information which Customer is legally required to disclose will not constitute a breach of this Agreement. Customer is not required to pursue any claim, defense, cause of action, or legal process or proceeding on AppArmor's behalf.

(g) AppArmor acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, AppArmor will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Customer. AppArmor acknowledges that Customer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and AppArmor agrees that this Agreement can be terminated if AppArmor knowingly or intentionally fails to comply with a requirement of that subchapter.

11   **Indemnity**.

    (a)   AppArmor shall indemnify, defend, and hold harmless Customer from and against any and all claims, liabilities, damages, fines, causes of action, losses, and expenses (including, without limitation, lawyers' fees and expenses, expert witnesses' fees and expenses, costs of investigation and settlement, and court costs) to the extent they are caused or alleged to be caused by the gross negligence or intentional misconduct of AppArmor, any breach by AppArmor of any representation, warranty, or guarantee of AppArmor herein, any misappropriation of intellectual property of a third party by AppArmor, or by any claim that the ENS or Mass Notification System infringe a patent, trademark, copyright, or any intellectual property rights of a third party; provided however, to the extent permitted by the Constitution and laws of the State of Texas, that AppArmor shall have no liability, defense, or indemnification obligation to the extent the claim results from: (i) the content within the messages of the ENS or Mass Notification System made by anyone other than AppArmor; or (ii) Customer's failure to use an updated or modified ENS or Mass Notification Dashboard provided by AppArmor, if a claim would have been avoided but for such failure to use such updated or modified ENS or Mass Notification Dashboard.

    (b)   If Customer's use of the ENS and Marketing Toolkit hereunder is, or in AppArmor's opinion is likely to be, enjoined due to the type of claim specified in this Section 11(a), AppArmor may, at its sole option and expense: (i) procure for Customer the right to continue using such ENS and Marketing Toolkit under the terms of this Agreement; (ii) replace or modify such ENS and Marketing Toolkit so that they are no longer infringing; or (iii) if options (i) and (ii) above cannot be accomplished despite AppArmor's reasonable efforts, then AppArmor may terminate Customer's rights and AppArmor's obligations hereunder with respect to ENS and Marketing Toolkit and refund unearned Support Fees, if any. Customer shall promptly notify AppArmor in writing of any such claim, shall permit AppArmor to exercise sole control over the defense and settlement of such claim, and shall cooperate with AppArmor in the defense of the claim provided, however, AppArmor shall not settle any such claim without the prior written consent of Customer, which shall not be unreasonably withheld or delayed. Such defense must be conducted under the supervision and control of the Texas Office of the Attorney General.

12   **Limitation of Liability**.

IN ANY CASE, EXCLUDING APPARMOR'S OBLIGATIONS UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, AND TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, APPARMOR AND APPARMOR'S AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENCORS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO FIFTY PERCENT (50%) OF THE TOTAL AMOUNT THE CUSTOMER PAID APPARMOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13   **Relationship between Parties.**

(a)   AppArmor and Customer are not legal partners or agents. Rather, the relationship between AppArmor and Customer is that of independent contractors. For greater certainty, neither party shall have the authority to act on behalf of the other party or enter into any contracts, licences, or any other agreements on behalf of the other party.

14   **Miscellaneous.**

(a)   <u>Entire Agreement</u>. This Agreement constitutes the entire and exclusive agreement between AppArmor and Customer with respect to the ENS and all Services, and supersedes and replaces any other agreements, terms and conditions. No variation of this Agreement shall be effective unless in writing and signed by an authorized signatory of each of the parties.

(b)   <u>No Waiver</u>. No waiver by AppArmor or Customer of a breach or omission under this Agreement shall be binding unless it is expressly made in writing and signed by the other party. A failure to enforce a provision of this Agreement is not a waiver of a party's right to do so later.

(c)   <u>Severance</u>. If part of this Agreement is found to be unenforceable, the remaining parts of this Agreement will remain in full effect.

(d)   <u>Assignment</u>. AppArmor may assign this Agreement without prior notice to Customer. Customer shall not assign this Agreement without the prior written consent of AppArmor, which consent will not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 14(d) shall be null and void.

(e)   <u>Force Majeure</u>. For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this Section 14(e). If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party

expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

(f)   Governing Law and Jurisdiction. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Customer shall be in Brazos County, Texas.

(g)   Survival. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of this Agreement shall survive any termination or expiration of this Agreement.

(h)   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 reasonably means and will be effective when actually received. Customer and AppArmor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Customer:	Texas A&M University Division of Information Technology 3142 TAMU College Station, TX 77843-3142 ATTN: Marlin Crouse Phone: (979) 862-7415 mcrouse@tamu.edu
With a copy to:	Texas A&M University Department of Contract Administration 1182 TAMU College Station, TX 77843-1182 Attention: Executive Director Phone: (979) 845-0099 Fax: (979) 862-7130 Email: contracts@tamu.edu
AppArmor:	Cutcom Software Inc., DBA AppArmor 130 Queens Quay East Suite 1300 West Tower Toronto, Ontario, Canada ATTN: David Sinkinson Phone: (888) 515-4546 Email: dsinkinson@apparmor.com

(i)   <u>Piggyback Rights</u>. Any organization that is part of a purchasing cooperative or other similar group, such as a statewide purchasing organization or committee, may at the discretion AppArmor, choose to utilize the terms and/or pricing structure of this Agreement.

15   **Counterparts.** This Agreement may be signed in two or more counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this Agreement and transmission by facsimile or electronic document transfer will be acceptable and binding upon the parties hereto.

16   **Data Privacy.**

(a)   AppArmor acknowledges and agrees that, in the course of its engagement by Customer, Service Provider may receive or have access to End User Personal Information. AppArmor shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such End User Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of End User Personal Information under its control or in its possession by all authorized employees.

(b)   End User Personal Information is deemed to be Confidential Information of Customer and is not Confidential Information of AppArmor.

(c)   In recognition of the foregoing, Service Provider agrees and covenants that it shall:

(i)   keep and maintain all End User Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

(ii)   use and disclose End User Personal Information solely and exclusively for the purposes for which the End User Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available End User Personal Information for AppArmor's own purposes or for the benefit of anyone other than Customer, in each case, without Customer's prior written consent; and

(iii)   not, directly or indirectly, disclose End User Personal Information to any person other than its Authorized Employees, without express written consent from Customer.

(d)   Customer hereby designates AppArmor as a Customer "official" with a legitimate educational interest in Customer's education records, as defined in the Family Education Rights and Privacy Act ("FERPA"), to the extent AppArmor requires access to those records to fulfill its obligations under

this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Customer has policies, rules, and procedures binding on Customer officials generally, those policies, rules, and procedures will apply to AppArmor only to the extent as is relevant to compliance by AppArmor and Customer with FERPA.

17 **Data Security and Storage.**

(a) AppArmor represents and warrants that its collection, access, use, storage, disposal and disclosure of End User Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.

(b) Without limiting AppArmor's obligations under Section 16(a), AppArmor shall implement administrative, physical and technical safeguards to protect End User Personal Information, and shall ensure that all such safeguards, including the manner in which End User Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(c) At a minimum, AppArmor's safeguards for the protection of End User Personal Information shall include:

(i) limiting access of End User Personal Information to Authorized Employees;

(ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;

(iii) implementing network, device application, database and platform security;

(iv) securing information transmission, storage and disposal;

(v) implementing authentication and access controls within media, applications, operating systems and equipment;

(vi) encrypting End User Personal Information stored on any mobile media;

(vii) encrypting End User Personal Information transmitted over public or wireless networks;

(viii) strictly segregating End User Personal Information from information of AppArmor or its other customers so that End User Personal Information is not commingled with any other types of information;

(ix)   implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and

(x)   providing appropriate privacy and information security training to AppArmor's employees.

(d)   During the term of each Authorized Employee's employment by AppArmor, AppArmor shall at all times cause such Authorized Employees to abide strictly by AppArmor's obligations under this Agreement.

(e)   Upon Customer's written request, AppArmor shall provide Customer with a network diagram that outlines Service Provider's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation:

(i)   connectivity to Customer and all third parties who may access AppArmor's network to the extent the network contains End User Personal Information;

(ii)   all network connections including remote access services and wireless connectivity;

(iii)   all access control devices;

(iv)   all back-up or redundant servers; and

(v)   permitted access through each network connection.

(f)   **Return or Destruction of End User Personal Information.** At any time during the term of this Agreement at Customer's written request or upon the termination or expiration of this Agreement for any reason, AppArmor shall, and shall instruct all Authorized Persons to, promptly return to Customer all copies, whether in written, electronic or other form or media, of End User Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to Customer that such End User Personal Information has been returned to Customer or disposed of securely. AppArmor shall comply with all reasonable directions provided by Customer with respect to the return or disposal of End User Personal Information.

18   **Vendor Access.**

AppArmor hereby acknowledges responsibility to comply with all applicable Customer policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by Customer.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or

public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by Customer to be essential to the continued performance of the mission of Customer, the unavailability of which would result in consequences to Customer.

In the event AppArmor should obtain or be granted access to Confidential and/or Mission Critical Information of Customer ("Customer Information"), AppArmor will keep and protect Customer Information confidential to no less than the same degree of care as required by Customer policies, rules and procedures. At the expiration or early termination of this Agreement, AppArmor agrees to return all Customer Information or agrees to provide adequate certification that the Customer Information has been destroyed. AppArmor, its employees, agents, contractors, and subcontractors shall use the Customer Information solely in connection with performance by AppArmor of the services provided to Customer pursuant to this Agreement, and for no other purpose. Should AppArmor, its employees, agents, contractors, or subcontractors acquire other Customer Information during the course of this Agreement, it shall not be used for AppArmor's own purposes or divulged to third parties. AppArmor shall comply with all terms and conditions of any Customer non-disclosure agreement applicable to this Agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of this Agreement and the eligibility for AppArmor to receive any Customer Information from Customer for a period of not less than five (5) years.

Both parties shall each provide contact information for specific individuals. The designated contact for Customer shall be Marlin Crouse, Texas A&M University, Division of Information Technology, 3142 TAMU, College Station, TX 77843-3142, Telephone: (979) 862-7415, Email: mcrouse@tamu.edu. The designated contact for AppArmor shall be David Sinkinson, CEO, Co-Founder, Cutcom Software Inc., DBA AppArmor, 130 Queens Quay East, Ste. 1300 West Tower, Toronto, Ontario, Canada, Telephone: (888) 515-4546, Email: dsinkinson@apparmor.com. Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should AppArmor have a need to access Customer Information, that request shall be directed to Customer's designated contact. Further, AppArmor is responsible for reporting all security breaches directly to Customer. Customer's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for Customer and Customer's Chief Information Security Officer (ciso@tamu.edu)."

AppArmor and its employees will adhere to all Texas and Federal law that regulates the confidentiality and protection of the confidential information and shall ensure proper notification of any breach thereof required under relevant law including, but not limited to, the requirements pertaining to the security, confidentiality, and privacy of the confidential information set forth in the Family

Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99). AppArmor agrees to indemnify and hold harmless Customer for any damages, costs or expenses finally awarded against Customer in any legal action as a direct result of AppArmor's failure to comply with its obligations to Customer under this Agreement with respect to the nondisclosure of confidential information protected under the Family Educational Rights and Privacy Act.

19   **Insurance.**

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

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

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

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

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

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

D. Cyber Liability

AppArmor shall procure and maintain for the duration of the contract Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim/$2,000,000 aggregate for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by AppArmor in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of this Agreement and for a period of two (2) years thereafter for services completed during the term of this Agreement. Customer shall be given at least thirty (30) days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If AppArmor maintains broader coverage and/or higher limits than the minimums shown above, Customer shall require and shall be entitled to the broader coverage and/or higher limits maintained by AppArmor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Customer.

E. AppArmor will deliver to Customer:

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

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

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

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

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

<div align="center">

Department of Contract Administration
Texas A&M University
1182 TAMU
College Station, Texas 77843-1182
Facsimile: (979) 862-7130
Email: contracts@tamu.edu

</div>

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Customer in writing.

20   **State Contracting**.

    (a)   **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."

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

(c) **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."

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

(e) **Conflict of Interest.** By executing and/or accepting this Agreement, AppArmor and each person signing on behalf of AppArmor 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 A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer or the A&M System, 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.

(f) **Access by Individuals with Disabilities**. AppArmor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under

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

(g)   **Certification Regarding Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, AppArmor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. AppArmor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

(i)   **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, *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."

(j)   **Not Eligible for Rehire.** AppArmor is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 33.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

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

(l) **Loss of Funding.** Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to AppArmor and Customer may terminate this Agreement without further duty or obligation hereunder. AppArmor acknowledges that appropriation of funds is beyond the control of Customer.

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

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

(o) **Representations & Warranties.** If AppArmor is a business entity, AppArmor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of AppArmor has been duly authorized to act for and bind AppArmor.

The parties have had the opportunity to discuss this Agreement with their legal advisors. **IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be executed by its duly authorized representatives.

CUTCOM SOFTWARE INC. (DBA APPARMOR)		**TEXAS A&M UNIVERSITY**
Signature:		Signature: _DocuSigned by:_ 6A5CE806BF3647F...
Name:	David Sinkinson	Name: Jerry R. Strawser
Title:	Co-Founder	Title: Executive Vice President and Chief Financial Officer
Date:	March 23 2020	Date: 3/24/2020 | 16:05:57 CDT

Attachments: Schedule "A", Schedule "B", Schedule "C", Schedule "D" and Schedule "E"

SCHEDULE "A"

ENS SPECIFICATIONS & DELIVERABLES

The following mass notifications services are to be deployed for Customer and related organizations on the AppArmor Alert platform.

(e)   Unlimited Emergency[1] SMS Messaging

(f)   Unlimited Email Messaging

(g)   Unlimited Emergency Outbound Calling

(h)   Branded safety app with Unlimited Mobile App Push Notifications and personal safety features

(i)   Desktop Notifications (with optional "panic" button)

(j)   Social Media Broadcasting (Twitter, Facebook)

(k)   RSS Feeds

(l)   Website and HTTP Activation

(m)   Classroom speakers / Fire panels via Mitel CAP payloads (polling AppArmor)

(n)   CAP payload to DASDEC equipment (EAS)

(o)   Digital Signage CAP payload (Four Winds)

(p)   VOIP phone (Cisco)

(q)   Alertus API integration, as required by Customer.

SAFETY APP SPECIFICATIONS

The apps for each appropriate Customer Organization will consist of the following specifications:

(a)   Emergency calling capability;

(b)   Push notification capability;

(c)   Mobile "BlueLight" emergency button with location share;

(d)   Friend walk location sharing with a contact;

(e)   Virtual walk-home location sharing with a dispatcher in the cloud dashboard;

---

[1] Emergency Messaging is defined as a message issued to alert the campus/organization of a confirmed, active situation that poses an immediate threat to life, safety, and security and/or property in the following scenarios: active shooter, bomb threat, evacuation, fire alerts, suspicious package, inclement weather, hazardous material alerts, utilities outages, medical assistance.

(f)   Suspicious activity reporting capability by email, photo, or video;

(g)   Embedded information for health, counselling and disability services as requested;

(h)   Mapping capabilities including but not limited to a crime map;

(i)   "Geofencing" capabilities;

(j)   Additional Administrative dashboards as required;

(k)   Emergency plan documentation; and

(l)   Further customization based on standard feature set and as required by Customer

SCHEDULE "B"

STEPS TO CONFIGURE THE ENS

(i)   Phase 1 – Establishment of Project Plan and Timelines
1. Kickoff Call with Assigned Senior Project Manager

In coordination with the key Customer stakeholders, AppArmor team members will both break down the project into more digestible sub projects and establish key timelines based on the needs and priorities of Customer. These priorities are then loaded into the AppArmor project management software and all appropriate individuals are assigned to their specific objectives along with their AppArmor counterpart. Deadlines are strictly adhered to in order to ensure the timely delivery of the system. At any time Customer will be able to monitor the current status of the project.

Below is an example of common objectives for SMS. Other Alerting Mechanisms have similar but differing objectives. All objectives are "time stamped":

SMS

1. *Add SMS Groups*
2. *Watch Appropriate training video documentation*
3. *Update contact lists for public safety SMS groups*
4. *Establish SFTP details and configure for auto-upload*
5. *Attempt first auto-upload of SMS subscribers*
6. *Establish public facing SMS subscription widget to website*

(ii)   Phase 2 – Integration, Data, and API Requirements
Once the project plan has been established and early objectives regarding AppArmor alerting mechanisms are in place, the AppArmor API team will concurrently begin work with Customer and third parties as required.

SSO requirements will also be met at the outset of this stage.

Secondly, establishing the connection to Customer end user contact information (phone numbers, email addresses etc.) via SFTP automatic bulk upload will be vetted during this stage.

Like the rest of the project, these objectives would be visible in the project management software for Customer review at any time.

Broadly speaking, we propose commencing the implementations in the following order:

1. Single Sign On (SAML) requirements
2. Third Party Integrations
3. Intake of contacts via SFTP or other mechanisms

Phase 3 – Training

This stage is obviously extremely important for the successful deployment of the mass notification system. We provide significant training, both in the form of on-site training, additional remote training sessions when necessary, and significant training video documentation.

The training period can run from a single day session to multi-day on site visits. Given the scale of the RFP we anticipate a multi-day training session and supplemental remote sessions as required.

Details of the training phase are to be established and agreed upon by Customer and AppArmor during Phase 1.

(iii) Phase 4 – Development Testing

Once the system has been loaded and staff have been trained, the software will be ready for use in a live environment for development-testing scenario. This is a smaller scale test that will only go to a handful of master users. AppArmor will monitor the test closely to ensure that the throughput objectives are met.

Each alerting mechanism is tested independently, then as a group and then to different geographic regions across the state. As well, testing for particular use cases (especially those that are more common) will be performed. Any issues regarding throughput or scenario specific complications are then addressed prior to a move to production.

(iv) Phase 5 – Production Testing

Finally, the system is then moved to production and the same tests as the previous phase are employed. The payload groups are ideally larger, with one message to the entire payload to ensure a successful deployment.

Customer will then be assigned a dedicated staff member for ongoing support and assistance. Post deployment, AppArmor will carefully monitor system throughput to ensure the system is performing as intended.

STEPS TO CONFIGURE THE SAFETY APP

The steps to configure the Safety App are as described below.

1   Distribution Platform Enrollments

In order for AppArmor to submit the App to a Distribution Platform, Customer must enroll with the Distribution Platform to use their services. AppArmor will assist Customer with the enrollment process.

2   Version 1 Design

AppArmor will customize the user interface of the App to match Customer's branding, content needs, and feature requests. AppArmor will seek Customer's input, including review and feedback from Customer's representatives. Once AppArmor receives permission from Customer, it will proceed to the next step.

3   App Blueprint Design

AppArmor will work with Customer to design the structure of the App by creating a comprehensive blueprint (the "Blueprint"). The Blueprint provides a structure to the App by tailoring a combination of AppArmor modules to meet the needs of the end-users and Customer.

4   Software Configuration

Once the Blueprint is complete, AppArmor will write the software for the App. This typically requires one (1) to two (2) weeks. AppArmor will provide on-going updates on its progress throughout the software configuration.

5   Testing

Once the software is configured, AppArmor will provide "beta" versions for Customer's team to review and test to ensure the App meets the specifications set out in Schedule "A". Customer agrees: (a) to test the App within three (3) days of receipt of the App; (b) to provide a verbal or written report on the progress of the testing and any bugs in the App; (c) to promptly retest the App within three (3) days of receipt of the corrected App; and (d) to promptly provide written acceptance of the App when it meets the specifications set out in Schedule "A". If the App meets the specifications set out in Schedule "A", the App will be deemed accepted by Customer regardless if Customer provides written acceptance. Customer can provide Feedback to AppArmor, but if any of the Feedback requires development outside the scope of the specifications set out in Schedule "A", AppArmor is not obligated to do such development unless the parties agree otherwise and Customer agrees to pay additional fees as agreed upon by the parties. If Customer does not comply with the obligations set forth in this Section 5 and such failure results in an increase in the time required by AppArmor to perform any work, or affects AppArmor's ability to meet the Availability Date, or affects any other provision of this Agreement, AppArmor may extend the Availability Date and submit a written claim for an equitable adjustment to the payments required. The extension and claim shall be deemed to have been accepted unless Customer notifies AppArmor of its basis for disagreement, in writing, within ten (10) days from the date of receipt of the notice of extension or claim.

6   App Store Submissions

The App will be submitted to one or more Distribution Platforms as mutually agreed by AppArmor and Customer. AppArmor will use reasonable efforts to resolve any approval issues that may arise upon submission of the App to any Distribution Platform.

7   Marketing Assistance

AppArmor will provide Customer with a "Marketing Toolkit" which includes:

(a)   A suggested marketing strategy in a PowerPoint file for the launch of the App, including best practices and potential advertising channels;

(b)   A suggested poster which features the App, left blank so Customer can populate it with Customer's chosen message;

(c)   A suggested business card sized handout which features the App, left blank so Customer can populate it with Customer's chosen message;

(d)   High resolution screenshot files of the App on devices running various operating systems; and

(e)   A short video meant to demonstrate the basic features of the App. The video may be broadcast on screens that Customer may have and can be uploaded to YouTube.

SCHEDULE "C"

SUPPORT SERVICES

In addition to maintaining the ENS in substantial conformity with the specifications set out in Schedule "A", the Support Services described in Section 1(b) will consist of the following services.

1   End-User Support

AppArmor will provide ongoing support to end-users of the ENS, including assistance with registration and ongoing assistance. End-users will be able to access this support via email.

2   Bug Resolution

AppArmor will ensure that bugs are resolved within a reasonable time, and that the ENS remains operational per the details of the schedule below. Customer qualifies for "Premium" Support. Uptime SLA guarantee of 99.99%. If uptime falls below 99.99% in any calendar month, Customer shall upon demand receive a refund of 1/12 of the total amount the Customer paid AppArmor under this Agreement during the twelve (12) months preceding each claim. If this issue occurs three (3) or more times during any 12-month period, then such failure will constitute a material breach of this Agreement.

Also, if the Customer attempts at any time to complete the process of publishing a notification message and confirming successful delivery to required recipients and alerting mechanisms, but is unable to complete the process successfully for a duration exceeding five (5) minutes, and the failure is due to Microsoft Azure cloud services or AppArmor's software and alerting mechanism configurations, then the Customer shall upon demand receive a refund of ten percent (10%) of the total amount the Customer paid AppArmor under this Agreement during the twelve (12) months preceding each claim. If this issue is claimed three (3) or more times during any 12-month period, then such failure will constitute a material breach of this Agreement.

Severity Levels

Definitions
Business Critical - Priority One (Urgent) Represents a complete loss of service or a significant feature that is completely unavailable and no workaround exists. Does not include items that are in development or sandbox environments.
Degraded Service - Priority Two (High) Includes intermittent issues or reduced quality of service. A workaround may be available. Does not include development issues in development or sandbox environments.
General Issue - Priority Three (Medium) Includes product questions, feature requests, and all non-urgent support.

Support Availability, Response and Resolution Commitments

	Basic	**Enhanced**	**Premium**
Content Support Response Time	1 Business Week	1-2 Business Days	1 Business Day
Technical Support Business Critical Degraded Service General Issue	9am-5pm, 5 days a week, Response: 4 Business Hours, Target Resolution: 3 hours 9am-5pm, 5 days a week, Response: 2 Business Days, Target Resolution: 2 Business Days 9am-5pm, 5 days a week, Response: 4 Business Days, Target Resolution: 1 Business Week	9am-5pm, 5 days a week, Response: 1 Business Hour, Target Resolution: 2 hours 9am-5pm, 5 days a week, Response: 1 Business Day, Target Resolution: 2 Business Days 9am-5pm, 5 days a week, Response: 2 Business Days, Target Resolution: 3 Business Days	24 hours a day, 7 days a week, 365 days a year, Response: 1 hour, Target Resolution: 2 hours 9am-5pm, 5 days a week, Response: 4 Business Hours, Target Resolution: 6 hours 9am-5pm, 5 days a week, Response: 1 Business Day, Target Resolution: 3 Days
Contact Available Email Support Phone Support Video Training Online Documentation	Yes No Yes Yes	Yes 9am-5pm, 5 days a week Yes Yes	Yes 9am-5pm, 5 days a week (General Issue, Degraded Service), 24 hours a day, 7 days a week, 365 days a year for Business Critical. Yes Yes

3   Access to Online Dashboards

AppArmor will provide Customer with password-protected access to an online dashboard (the "Online Dashboard"), which includes a content management system, location services features and the mass notification capability of the system. AppArmor will provide unlimited accounts for the Online Dashboard(s).

SCHEDULE "D"

FINALIZED ADDITIONAL LOCATION PRICING

The following pricing has been determined on a per-mechanism basis for all additional TAMU related agencies named below.

One-Time Fees for TAMU Organizations directly in scope of the RFP.

Org Name	Approx. Size	Config. Cost	Project Mgmt.	Training	Total
Texas A&M University (College Station)	70,000	$2500	$2500	$2500	$7,500
TAMU's School of Law in Fort Worth, Texas	500	- Waived	- Waived	- Waived	$0
TAMU's Higher Education Center at McAllen, Texas	350	- Waived	- Waived	- Waived	$0
TAMU Utilities and Energy Services	150	- Waived	- Waived	- Waived	$0
TAMU Division of IT Incident Response Team	75	- Waived	- Waived	- Waived	$0
Texas A&M Health Science Center	2,900	$2,000	$2,000	$1,000	$5,000
One-Time Grand Total	/	$0	$0	$0	$12,500

Continued on the next page.

One-Time Fees for TAMU Organizations not directly in scope of the RFP (by number of users)

Approximate Users	Config. Cost	Project Mgmt.	Training	Total
Up to 3,000 Users	- Waived	- Waived	- Waived	$0
3,001- 5,000 Users	$500	$500	$500	$1,500
5,001 – 7,500 Users	$1,000	$1,000	$1,000	$3,000
10,000 - 15,000 Users	$1,500	$1,500	$1,500	$4,500
15,001 - 20,000 Users	$2,500	$2,500	$2,500	$7,500
20,001 - 25,000 Users	$3,000	$3,000	$3,000	$9,000
25,001 - 30,000 Users	$3,500	$3,500	$3,500	$10,500
30,001 + Users	$4,000	$4,000	$4,000	$12,000

Annual Recurring Fees per TAMU Organization Directly in Scope of RFP

Texas A&M University (College Station) – ~63,000 FTE	
Annual Recurring Costs	**5 Year Contract**
Unlimited Emergency SMS	$20,000
Website Alerting	$5,000
IP Phones, Classroom Speakers (Cisco CUCM, SIP)	$5,500
Social Media Broadcasting	$3,500
Unlimited Mass Email	$8,500
Unlimited Emergency Voice Calling	$12,000
Third Party integrations via CAP XML / RSS (Digital Signage), IPAWS,	$5,000
Desktop Notifications	$10,000
Unlimited Push Notifications and Custom Safety App	$10,500
Totals	
Total Per Year	$80,000
Price Per User Per Year	$1.14

TAMU's School of Law– ~500 FTE	
Annual Recurring Costs	**5 Year Contract**
Unlimited Emergency SMS	$500
Website Alerting	$0 - Waived
IP Phones, Classroom Speakers (Cisco CUCM, SIP)	$0 - Waived
Social Media Broadcasting	$0 - Waived
Unlimited Mass Email	$500
Unlimited Emergency Voice Calling	$500
Third Party integrations via CAP XML / RSS (Digital Signage), IPAWS,	$0 - Waived
Desktop Notifications	$0 - Waived
Unlimited Push Notifications and Custom Safety App	$1000
Totals	
Total Per Year	$2,500

TAMU's McAllen Higher Ed – ~270 FTE	
Annual Recurring Costs	**5 Year Contract**
Unlimited Emergency SMS	$500
Website Alerting	$0 - Waived
IP Phones, Classroom Speakers (Cisco CUCM, SIP)	$0 - Waived
Social Media Broadcasting	$0 - Waived
Unlimited Mass Email	$500
Unlimited Emergency Voice Calling	$500
Third Party integrations via CAP XML / RSS (Digital Signage), IPAWS,	$0 - Waived
Desktop Notifications	$0 - Waived
Unlimited Push Notifications and Custom Safety App	$1000
Totals	
Total Per Year	$2,500

TAMU's Utilities and Energy – 150 users	
Annual Recurring Costs	**5 Year Contract**
Unlimited Emergency SMS	$0 - Waived
Website Alerting	$0 - Waived
IP Phones, Classroom Speakers (Cisco CUCM, SIP)	$0 - Waived
Social Media Broadcasting	$0 - Waived
Unlimited Mass Email	$0 - Waived
Unlimited Emergency Voice Calling	$0 - Waived
Third Party integrations via CAP XML / RSS (Digital Signage), IPAWS,	$0 - Waived
Desktop Notifications	$0 - Waived
Unlimited Push Notifications and Custom Safety App	$0 - Waived
Totals	
Total Per Year	$0

TAMU's IT ICT – 75 users	
Annual Recurring Costs	**5 Year Contract**
Unlimited Emergency SMS	$0 - Waived
Website Alerting	$0 - Waived
IP Phones, Classroom Speakers (Cisco CUCM, SIP)	$0 - Waived
Social Media Broadcasting	$0 - Waived
Unlimited Mass Email	$0 - Waived
Unlimited Emergency Voice Calling	$0 - Waived
Third Party integrations via CAP XML / RSS (Digital Signage), IPAWS,	$0 - Waived
Desktop Notifications	$0 - Waived
Unlimited Push Notifications and Custom Safety App	$0 - Waived
Totals	
Total Per Year	$0

Texas A&M Health Science Center– ~2,900 FTE	
Annual Recurring Costs	**5 Year Contract**
Unlimited Emergency SMS	$2,500
Website Alerting	$1,000
IP Phones, Classroom Speakers (Cisco CUCM, SIP)	$3,500
Social Media Broadcasting	$1,500
Unlimited Mass Email	$2,500
Unlimited Emergency Voice Calling	$2,500
Third Party integrations via CAP XML / RSS (Digital Signage), IPAWS, AlertUs	$0 - Waived
Desktop Notifications	$3,000
Unlimited Push Notifications and Custom Safety App	$4,500
Totals	
Total Per Year	$21,000

Annual Recurring Fees per TAMU Organization not directly in scope of the RFP (by Org Size or Approximate Users)

Org Name	Size (~FTE)	Annual Recurring Cost
Texas A&M University Texarkana	2,200	$25,000
Texas A&M University Central Texas	2,500	$25,000
Texas A&M University San Antonio	5,000	$31,500
Texas A&M International University	7,200	$35,000
Texas A&M University Kingsville	9,200	$38,000
Prairie View A&M University	9,400	$38,000
West Texas A&M University	10,000	$41,000
Texas A&M University Corpus Christi	12,200	$43,000
Tarleton State University	12,500	$43,000
Texas A&M University Commerce*	12,500	$24,000*

*TAMU Commerce has already purchased some alerting options from AppArmor. Their total does not include previous purchases and would be in addition to existing costs.

Approximate Users	Annual Recurring Cost
Up to 150 Users	$5,000
151 – 300 Users	$7,500
301 – 500 Users	$10,000
501 – 750 Users	$12,000
751 – 1,000 Users	$15,000
1,001 – 2,000 Users	$17,500
2,001- 3,000 Users	$23,000
3001 – 4000 Users	$28,000
4001 – 5000 Users	$33,000

SCHEDULE "E"

CUSTOMER AND RELATED ORGANIZATIONS:

1.   Texas A&M University (College Station)

2.   Texas A&M School of Law (Fort Worth, TX)

3.   Texas A&M Higher Education Center at McAllen

4.   Texas A&M Utilities and Energy Services

5.   Texas A&M Division of IT Incident Response Team

6.   Texas A&M Health Science Center

Customer may, by written notice to AppArmor, add services to one or more additional members of the A&M System to this Agreement based on the pricing outlined in Schedule D.

Excluding Texas A&M University (College Station), all Texas A&M University organizations and/or members/agencies of the A&M System, whether listed in Schedule "E" or not, participating in this Agreement can exit this Agreement without penalty or cause. The organization, member, or agency that exits shall pay fees due to AppArmor based on the pricing outlined in Schedule "D" that are owed during the Renewal Term in which they exit. This item is superseded by any action taken for contract termination as described in Section 5 (Termination) of this Agreement.