



Honorlock

Company Address 2500 N Military Trail  
Suite 322  
Boca Raton, FL 33431  
US

Quote Number 00000859  
Created Date 8/27/2020

Prepared By Dee Bohne  
Email [REDACTED]

Contact Name Jocelyn Widmer  
Title Assistant Provost for Academic Innovation  
Email [REDACTED]

Bill To Name Texas A & M University-College Station  
Bill To JKW Administration Building Suite 100  
College Station, TX 77843-1248  
United States

Product Name	Product Type	Unit Price	Quantity	Year	Start Date	End Date	Annual Escalation	Total Year Cost
Implementation		[REDACTED]	1.00	0	9/1/2020	10/31/2020	0.00	[REDACTED]
Auto Proctoring with Pop-in	User	[REDACTED]	41,000.00	1	9/1/2020	8/31/2021	0.00	[REDACTED]
Auto Proctoring with Pop-in	User	[REDACTED]	41,000.00	2	9/1/2021	8/31/2022	0.00	[REDACTED]

[REDACTED]

[REDACTED]

### Payment Terms

Subscriber agrees to pay Honorlock the applicable fees NET THIRTY (30) days from receipt of invoice. All invoices will be issued in USD and Subscriber agrees to pay in USD.

- Multi-Year Orders: Honorlock will invoice the initial year upon the signed date of this Order Form. Honorlock will invoice Thirty (30) days in advance of the anniversary date(s) thereafter for subsequent service periods as set forth in this Order Form.

\*On items where an annual escalation rate is indicated, that % increase in cost will occur for each year of the agreement

### Additional Notes

Additional Notes Texas A & M College Station is adopting under the pricing listed on this order form and all other institutions within the Texas A & M system will also get the same pricing if they move forward with adopting Honorlock as well.

Subscriber is granted a one-time Opt-out option after Year 1 of the Term of this Order Form. This Order Form shall automatically renew for Year 2 Services as outlined above, unless Subscriber provides written notice of intent to Opt-Out at least sixty (60) days prior to the anniversary date of 9/1/2021. No refund of Year 1 fees shall be provided unless terminating in accordance with the MSA.

Unless Subscriber provides advanced notice of intent to Opt-out, Honorlock shall invoice Year 2 fees in accordance with the Payment Terms of this Order Form.

### Contract Language

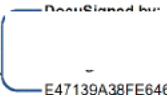
This Order Form is entered into effective as of the Effective Date stated on this MSA, by and between Honorlock, Inc. ("Honorlock," "we," "our," or "us"), and "Account" ("Subscriber," "you," or "your"). This Order Form is entered into pursuant to the Master Subscription Agreement between Honorlock and Subscriber (the "Agreement"). This Order Form is valid and binding on the Parties only when executed by both Parties and is subject to the additional terms in the Agreement. Capitalized terms not defined in this Order Form are as defined in the Agreement. Order Form expires in 30 days from Expiration Date if not signed by Subscriber.

### Signatures

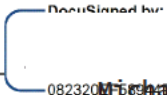
IN WITNESS WHEREOF, the Parties have caused this Order Form to be executed by their duly authorized representatives.



Subscriber

By:   
E47139A38FE6463  
Print Name: Jerry R. Strawser  
Title: Executive Vice President and CFO  
Date: 8/28/2020 | 16:02:52 CDT

HONORLOCK, INC.

By:   
08232047F58440  
Print Name: Michael Hemlepp  
Title: CEO  
Date: 8/28/2020 | 16:37:35 CDT

**HONORLOCK, INC.  
MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement ("Agreement"), dated August 27, 2020 (the "Effective Date"), is between Honorlock, Inc. ("Honorlock," or "we"), a Delaware corporation, with a business address of 2500 N Military Trail, Suite 322, Boca Raton, Florida 33431; and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Subscriber," or "you"), with a business address of 1248 TAMU, College Station, TX 77843-1248, each of which may sometimes be referred to in this Agreement as a "Party" or collectively as the "Parties."

The Parties hereby agree as follows:

**1. DEFINITIONS.** The definitions for some of the defined terms are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

**1.1 "Affiliate"** means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

**1.2 "Authorized User"** means: (i) Student Users; and (ii) Subscriber Users.

**1.3 "Beta Features"** means features, functionalities, and/or modules of the Platform which are not generally available to our customers for production use.

**1.4 "Confidential Information"** means: (i) with respect to Honorlock, the Platform and any and all source code relating thereto and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, or data; (ii) with respect to you, the Subscriber Content and any other non-public information or material regarding your legal or business affairs, financing, Authorized Users, properties, or data; and (iii) with respect to each Party, the terms and conditions of this Agreement. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party, or (e) is required to be disclosed by law or pursuant to a court order.

**1.5 "Destructive Elements"** means computer code, programs, or programming devices that are designed to disrupt, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Platform or any other associated software, firmware, hardware, computer system, or network.

**1.6 "Documentation"** means the manuals, specifications, and

other materials describing the functionality, features, and operating characteristics, and use of the Platform, as provided or made available by Honorlock to you.

**1.7 "Fees"** means the fees set forth in the applicable Order Form for the Services and/or the fees set forth in the applicable Statement of Work for Professional Services.

**1.8 "Order Form"** means an order form for the Services mutually executed by the Parties that sets forth, among other things, the Subscription Term and the Fees.

**1.9 "Platform"** means our proprietary, cloud-based proctoring platform, which we deliver within your learning management system.

**1.10 "Professional Services"** means the professional services ordered by you pursuant to a Statement of Work.

**1.11 "Prohibited Content"** means content that: (i) is illegal under applicable law; (ii) violates any third party's intellectual property rights; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to us in our reasonable discretion.

**1.12 "Services"** means our provision to you of access to, and usage of, the Platform and the Support Services as set forth in this Agreement and the applicable Order Form.

**1.13 "Statement of Work"** means a statement of work for Professional Services mutually executed by the Parties that sets forth, among other things, the specific Professional Services that you are ordering and the Fees.

**1.14 "Student Users"** means your student users whom you authorize to access and use the Platform.

**1.15 "Subscriber Content"** means any data, media, and other materials that Subscriber and its Authorized Users submit to the Platform pursuant to this Agreement, including, without limitation, schedules, curricula, tests, test answers, and logos, but excluding, however, any Feedback (as defined below).

**1.16 "Subscriber Users"** means your current employees,

faculty, contractors, or agents whom you authorize to access and use the Platform; provided, however, that any contractors' or agents' access to and use of the Platform will be limited to their provision of services to you.

**1.17 "Subscription Term"** means the term for which you are subscribing to the Platform as set forth in the applicable Order Form.

**1.18 "Support Services"** means the support services provided by us that are incidental to your use of the Platform.

## **2. PROVISION OF SERVICES AND PROFESSIONAL SERVICES.**

**2.1 Services.** During a Subscription Term, we will provide you the Services subject to the terms and conditions of this Agreement and the applicable Order Form.

**2.2 Modifications.** We modify the Platform from time to time by adding, deleting, or modifying features to improve the user experience; provided, however, that during any Subscription Term, such additions, deletions, or modifications to features will not materially decrease the overall functionality of the Platform.

**2.3 Support.** We will provide the Support Services pursuant to and in accordance with Schedule A.

**2.4 Beta Features.** From time to time, we may invite you to try Beta Features at no charge. You may accept or decline any such trial in your sole discretion. Beta Features are for evaluation purposes only and not for production use, are not considered part of the Services, are not supported, and may be subject to additional terms. Unless otherwise expressly agreed to by us, any Beta Feature trial period will expire upon the date that a version of the Beta Feature becomes generally available to all of our customers for production use or upon the date that we elect to discontinue such Beta Feature. We may discontinue Beta Features at any time in our sole discretion and may never make them generally available as part of the Platform. Subscriber agrees to the following limitation to the extent permitted by the Constitution and laws of the State of Texas: We will have no liability for any harm or damage arising out of or in connection with any use of a Beta Feature, and you use any Beta Feature at your own risk.

**2.5 Professional Services.** Subscriber may elect to have Honorlock provide Professional Services. All such Professional Services will be covered by one or more Statements of Work agreed on by the Parties. Each Statement of Work will be in writing, signed by an authorized representative of each Party, will reference this Agreement, and will specify for the project covered by that Statement of Work: (i) a unique project number; (ii) a contact for each Party; (iii) a description of the project, including any applicable specifications, service levels, milestones, and deliverables to be developed ("Deliverables"); and (iv) the Fees that apply to such Project. Unless otherwise set forth in a Statement of Work, Honorlock shall own all right, title, and interest in and to all Deliverables and other work

product created in the performance of the Professional Services.

## **3. FEES AND PAYMENT.**

**3.1 Fees and Taxes.** The Fees and other charges described in the Order Form and any Statement of Work do not include any federal, provincial, or local sales, PST, GST, HST, VAT, foreign withholding, use, property, excise, service, or similar transaction taxes ("Taxes"). Any applicable direct pay permits or valid tax-exempt certificates must be provided to us prior to the execution of this Agreement. If we are required to collect and remit Taxes on your behalf, we will invoice you for such Taxes, and you will pay us for such Taxes in accordance with Section 3.2. We shall be responsible for any taxes related to our income, property, franchise, or employees. As an agency of the State of Texas, Subscriber is tax exempt. Tax exemption certification will be furnished to Honorlock.

**3.2 Payments.** In connection with the Services, we will invoice you for the Fees and any applicable Taxes in advance of the Subscription Term and any Renewal Periods (as defined in the Order Form) on the periodic basis set forth in the applicable Order Form. In connection with the Professional Services, we will invoice you monthly in arrears. Unless otherwise provided for in the applicable Order Form or Statement of Work, all amounts are due and payable to us within thirty (30) days from your receipt of the invoice.

**3.3 Late Payments.** In the event that any invoiced amount is not received by us by the due date as set forth in Section 3.2, then without limiting our rights and remedies, we may: (i) condition future Services renewals and additional Order Forms and Statements of Work on payment terms shorter than those specified in Section 3.2; and/or (ii) suspend the Services and the Professional Services pursuant to Section 4.3.

**3.4 Non-Refundable.** Unless otherwise expressly provided for in this Agreement or the applicable Order Form or Statement of Work, (i) all Fees are based on Services and Professional Services purchased and not on actual use; and (ii) all Fees paid under this Agreement are non-refundable.

**3.5 No Contingency for Future Commitments.** You agree that payment of the Fees under this Agreement and any applicable Order Form or Statement of Work is not contingent on the delivery of any future Platform functionalities or features or any other future commitments, except as set forth in Sections 2.1 and 2.3 of this Agreement.

## **4. TERMINATION AND SUSPENSION.**

**4.1 Term.** The term of this Agreement (the "Term") commences on the Effective Date and will continue in effect thereafter until the earlier of five (5) years from the Effective Date or terminated in accordance with Section 4.2. The Subscription Term will be set forth in the applicable Order Form.

**4.2 Termination.** Either Party may terminate this Agreement on written notice to the other Party at any time when there are no Order Forms or Statements of Work then in effect. Notwithstanding the foregoing, you have a one-time termination right upon one hundred twenty (120) day prior written notice to terminate this Agreement if the Services are unable to provide enough Live proctoring and/or Automated Proctoring under this Agreement. In addition, either Party may terminate this Agreement, any Order Forms, and/or any Statements of Work: (i) upon thirty (30) days' notice to the other Party if the other Party breaches a material term of this Agreement, and the breach remains uncured at the expiration of such thirty (30) day period; or (ii) immediately, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors. We may also terminate this Agreement upon written notice to you under the limited circumstances set forth in Section 11.3 below.

**4.3 Suspension for Non-Payment.** We may suspend the Services and/or the Professional Services upon written notice to you if any undisputed invoiced amount due to us is more than sixty (60) days past due. We will not suspend the Services or the Professional Services while you are disputing any invoiced amount due to us reasonably and in good faith and are cooperating diligently to resolve the dispute.

**4.4 Effect of Termination.** Upon termination of this Agreement as set forth in Section 4.2: (i) we will stop providing the Services and the Professional Services, and you will stop all access to and use of the Platform and Deliverables; (ii) if we have terminated this Agreement, you will promptly pay all unpaid Fees and applicable Taxes due through the end of the Term; (iii) if you have terminated this Agreement, we will promptly refund you a pro-rata portion of any pre-paid Fees; and (iv) upon written request and subject to Section 6.1 and Section 6.3, each Party will either return to the Disclosing Party (or, at such Disclosing Party's instruction, destroy and provide such Disclosing Party with written certification of the destruction of) all documents, computer files, and other materials containing any of such Disclosing Party's Confidential Information that are in the Receiving Party's possession or control.

**4.5 Survival.** The following provisions will survive termination of this Agreement: Section 1 ("Definitions"), Section 3 ("Fees and Payment") until you have paid all Fees and applicable Taxes, Section 4.4 ("Effect of Termination"), Section 5 ("Confidentiality; Feedback"), Section 6.3 ("Aggregated Data"), Section 7 ("Intellectual Property"), Section 9.4 ("Our Disclaimer"), Section 10 ("Limitation of Liability"), Section 11 ("Indemnification"), Section 12 ("General Provisions"), and this Section 4.5 ("Survival").

## **5. CONFIDENTIALITY; FEEDBACK.**

**5.1 Confidentiality.** The Receiving Party will protect and preserve the Confidential Information of the Disclosing Party as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement and applicable Order Forms and Statements of Work. The Receiving Party may disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any of its officers, directors, members, managers, partners, employees, contractors, or agents (its "Representatives"), provided that the Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will not disclose, distribute, or disseminate the Confidential Information to any third party, other than its Representatives, without the prior written consent of the Disclosing Party. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives. If the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by its counsel is legally required to be disclosed. Notwithstanding the foregoing, Honorlock acknowledges that Subscriber 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.

**5.2 Specific Performance and Injunctive Relief.** The Receiving Party acknowledges that in the event of a breach of Section 5.1 by the Receiving Party or its Representatives, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party or its Representatives engage in, or threaten to engage in, any act which violates Section 5.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders or preliminary or permanent injunctions) and specific enforcement of the terms of Section 5.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief. Notwithstanding the foregoing, nothing in this clause will be construed as a waiver or law may provide

relinquishment by Subscriber of its right to claim such exemptions, privileges and immunities as.

**5.3 Feedback.** During the Term, you may elect to provide us with feedback, comments, and suggestions with respect to the Platform, the Services, or the Professional Services ("Feedback"). You hereby authorize Honorlock to directly solicit such Feedback from You and any Authorized Users during the Subscription Term through the use of an anonymous survey; provided, there shall be no obligation to respond to such solicitations. To the extent that You have the legal right to do so, You agree that Honorlock will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to you provided that such use, in context, is not misleading and does not imply an endorsement by Subscriber.

## **6. SUBSCRIBER CONTENT.**

**6.1 Subscriber Content.** You hereby grant us during the applicable Subscription Term a non-exclusive, worldwide, fully paid-up, royalty-free right and license, with the right to grant sublicenses through multiple tiers to vendors providing services to us (such as hosting providers), to reproduce, execute, use, store, archive, modify, perform, display, and distribute to Authorized Users the Subscriber Content via the Platform. We and our vendors will use the Subscriber Content only to provide the Services and only as permitted by this Agreement, including, without limitation, Section 8.5; provided, however, that in no event shall Honorlock sell or trade any Subscriber Content or use any Subscriber Content to advertise or market to Authorized Users. Upon Subscriber's written request, Honorlock agrees to share the names of its vendors with Subscriber. All of Honorlock's vendors will be subject to the terms of this Agreement, and Honorlock will restrict disclosure of Subscriber Content to those employees and vendors that have a need to access the Subscriber Content in order for Honorlock to perform its obligations under this Agreement. Any Subscriber Content held by Honorlock will be made available to Subscriber upon Subscriber's reasonable request. After an exam is proctored on the Platform, we shall retain an archival copy of the Subscriber Content related to such exam for a period of six (6) months (the "Retention Period"). After the Retention Period, we shall destroy such Subscriber Content unless, prior to the expiration of the Retention Period, you request that we transfer such Subscriber Content to you and either (i) provide us the removable media onto which you would like us to transfer such Subscriber Content; or (ii) purchase such removable media from us, in which case we shall promptly transfer such Subscriber Content onto such removable media and provide the same to you at no cost. If you fail to provide us notice and the removable media during the Retention Period and we destroy the Subscriber Content, we shall not be liable for such destruction. No later than thirty (30) days after the expiration or early termination of this Agreement, Honorlock agrees to destroy (or return to

Subscriber) all Subscriber Content in its possession and in the possession of its vendors or any other entity which Honorlock may have transferred the Subscriber Content. You will have sole responsibility for the accuracy and quality of the Subscriber Content.

**6.2 Data Security.** We (and any third-party hosting provider that we may engage) will employ commercially reasonable physical, administrative, and technical safeguards to secure the Subscriber Content on the Platform from unauthorized access, use or disclosure. Honorlock will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Upon Subscriber's request, Honorlock will provide Subscriber with a copy of Honorlock's incident response plan. Additionally, Honorlock shall, within two business days of discovery, report to Subscriber any use or disclosure of Subscriber Content not authorized by the Agreement or in writing by Subscriber. Honorlock's report shall identify: (a) the nature of the unauthorized use or disclosure, (b) the Subscriber Content used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Honorlock has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Honorlock has taken or will take to prevent future similar unauthorized use or disclosure. Honorlock shall provide such other information, including a written report, as reasonably requested by Subscriber. As part of Honorlock's Services to Subscriber, Honorlock may receive Subscriber Information as such term is defined in Schedule B. Honorlock agrees to adhere to the data security requirements outlined in Schedule B with respect to the protection of Subscriber Information.

**6.3 Aggregated Data.** We monitor the performance and use of the Platform by our customers and collect data in connection therewith (the "Usage Data"). We may combine this Usage Data with other data (including anonymized elements of the Subscriber Content), and use such combined data, or a subset thereof, in an aggregate and anonymous manner (the "Aggregate Data"). You hereby agree that we may collect, use, publish, and vend such Aggregate Data; provided, however, that such usage shall not, directly or indirectly, identify you or your Authorized Users or contain your Confidential Information. Furthermore, Honorlock agrees not to attempt to re-identify Aggregate Data and not to transfer Aggregate Data to any party unless such party agrees not to attempt re-identification.

**7. INTELLECTUAL PROPERTY.** All right, title, and interest in and to the Platform, the Usage Data, and the Aggregate Data, including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, will be and remain the sole and exclusive property of Honorlock and our licensors. Subject to Section 6.1 and Section 6.3, as between the Parties, all right, title, and interest in and to the Subscriber Content, including

all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, will be and remain your sole and exclusive property.

## **8. USE AND LIMITATIONS OF USE; ONBOARDING; COPYRIGHT AND TEST INTEGRITY ISSUES.**

**8.1 Restrictions on Use.** You will not (and will not authorize, permit, or encourage any third party to): (i) allow anyone other than Authorized Users to access and use the Platform; (ii) allow an Authorized User to share his or her access credentials with other Representatives or any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Platform or the Deliverables; (iv) modify, adapt, or translate the Platform or the Deliverables; (v) make any copies of the Platform or the Deliverables (unless otherwise set forth in a Statement of Work with respect to a Deliverable); (vi) resell, distribute, or sublicense the Platform or the Deliverables or use any of the foregoing for the benefit of anyone other than you or the Authorized Users unless expressly provided for in the applicable Order Form or Statement of Work; (vii) save, store, or archive any portion of the Services (including, without limitation, any data contained therein) outside the Platform other than those outputs generated through the intended functionality of the Platform as set forth in the Documentation without the prior, written permission of Honorlock in each instance; (viii) remove or modify any proprietary markings or restrictive legends placed on the Platform or the Deliverables; (ix) use the Platform or the Deliverables in violation of any applicable law or regulation, in order to build a competitive product or service, or for any purpose not specifically permitted in this Agreement; (x) introduce, post, or upload to the Platform any Prohibited Content; or (xi) circumvent any processes, procedures, or technologies that we have put in place to safeguard the Platform or protect the integrity of the exam-taking process.

**8.2 Compliance.** We have the right to monitor your compliance with this Agreement. If any such monitoring reveals that you are not using the Platform or the Deliverables in compliance with this Agreement, then you will remedy any such non-compliance within five (5) business days of receiving notice from us, including, if applicable, through the payment of additional Fees. If Subscriber has a reasonable basis to believe that Honorlock is not complying with FERPA (as defined below), Subscriber may audit Honorlock's compliance with FERPA as it relates to education records (as defined below) maintained by Honorlock on behalf of Subscriber.

### **8.3 RESERVED.**

**8.4 Family Educational Rights and Privacy Act ("FERPA").** To the extent Subscriber Content and/or records are subject to FERPA, the Subscriber agrees that, for the purposes of the Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), Honorlock will be designated as a school official

with a legitimate educational interest in any education records (as defined in FERPA) solely to the extent Honorlock requires access to those records to fulfill its functions and services under this Agreement. As a result of these functions and services, Honorlock might have access to student educational records, as defined by FERPA, and to other records that may be owed specific protections under federal, state, and local laws, rules, and regulations applicable to the Parties (collectively, "Privacy Laws"). Honorlock agrees that it shall (i) comply with all Privacy Laws relating to the privacy and security of Subscriber Content and hold such Subscriber Content in confidence and (ii) comply with FERPA as to any such educational records and safeguard and keep confidential education records (and any personally identifiable information (as such term is defined in FERPA) contained in such education records) that it receives or has access to from Subscriber or Authorized Users pursuant to this Agreement. Honorlock shall not re-disclose such records to any third parties except as authorized under FERPA, as required by law, or unless such re-disclosure is required in order to perform the functions and services provided through this Agreement and is authorized in writing by the Subscriber. Honorlock expressly warrants and represents that it shall not use the education records provided by the Subscriber or Authorized Users hereunder for any purpose other than to comply with the terms of this Agreement and carry out services to the Subscriber. Honorlock must promptly notify Subscriber of any legal request for education records from a third party and take (and assist Subscriber in taking) appropriate steps not to disclose such education records.

## **8.5 Copyright and Test Integrity Issues.**

**(a) Digital Millennium Copyright Act ("DMCA") Takedown Notices.** In the course of providing the Services, we may identify infringements of Subscriber Content owned by you, a Subscriber User, or a third party (e.g., an educational publisher of test materials). A Subscriber User may, through the functionality of the Platform, identify the copyright owner of such Subscriber Content and authorize us to act as such Subscriber's authorized agent, as applicable, to file a DMCA takedown notice with respect to such infringing content. For Subscriber Content owned by a third party, such third party may provide us a similar authorization. In addition, we may, in our reasonable discretion, file a DMCA takedown notice as the authorized agent of the applicable copyright owner. We cannot guarantee that any DMCA takedown notice will be acknowledged or honored, and we disclaim all representations, warranties, and liabilities with respect thereto.

**(b) Test Integrity Issues.** In the course of providing the Services, we may, with your permission (e-mail acceptable), employ certain mechanisms to improve and safeguard the integrity of the test-taking process. For example, we may temporarily seed test questions on

controlled web pages in order to identify attempts of unauthorized access during an active assessment. Upon receiving any such permission from you, we may, in our discretion, employ such measures for such purposes. We cannot guarantee that any such measures will be successful, and we disclaim all representations, warranties, and liabilities with respect thereto.

## **9. REPRESENTATIONS AND WARRANTIES; OUR DISCLAIMER.**

**9.1 Mutual Representations and Warranties.** Each Party represents that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement, Order Forms, and Statements of Work; (ii) the execution, delivery, and performance of this Agreement, Order Forms, and Statements of Work are within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, and constitute a valid and binding agreement of such Party; and (iii) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder.

**9.2 Our Additional Representations and Warranties.** In addition to the representations and warranties set forth in Section 9.1, we represent and warrant to you that the Professional Services and Support Services will be performed in a professional and workmanlike manner in accordance with industry standards and in compliance with all applicable laws and regulations.

**9.3 Your Additional Representations.** In addition to the representations and warranties set forth in Section 9.1, you represent to us that: (i) the Subscriber Content contains no Prohibited Content; (ii) you have the right to provide us the Subscriber Content in accordance with this Agreement; and (iii) your use of the Services and the Platform, including, without limitation, the submission and processing of the Subscriber Content, complies with all applicable laws and regulations.

**9.4 Our Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, THE PLATFORM, ANY BETA FEATURES, THEIR COMPONENTS, ANY DOCUMENTATION, THE DELIVERABLES, AND ANY OTHER MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND HONORLOCK MAKES NO WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. TO THE EXTENT THAT HONORLOCK MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

**10. LIMITATION OF LIABILITY.** EXCEPT IN CONNECTION WITH HONORLOCK'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS AND ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS: (I) IN NO EVENT WILL HONORLOCK BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK REGARDLESS OF WHETHER HONORLOCK WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) HONORLOCK'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK WILL NOT EXCEED THE FEES PAID BY YOU UNDER THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE PERIOD TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## **11. INDEMNIFICATION.**

**11.1 Indemnification.** Subject to Section 11.2, we will defend, indemnify, and hold harmless you and your Representatives from any and all liabilities, costs, and expenses, including reasonable attorneys' fees ("Losses") in connection with any third-party action, claim, or proceeding alleging that your access and use of the Platform and/or a Deliverable in accordance with this Agreement infringes or misappropriates any United States patents, copyrights, or trade secrets (each a "Third-Party Claim"); provided, however, that the foregoing obligation will be subject to your: (i) promptly notifying us of the Third-Party Claim; (ii) providing us, at our expense, with reasonable cooperation in the defense of the Third-Party Claim; and (iii) providing us, subject to the approval of the Texas Attorney General, with sole control over the defense and negotiations for a settlement or compromise of the Third-Party Claim.

**11.2 Exceptions to Indemnification Obligations.** We are not obligated to indemnify, defend, or hold you and your Representatives harmless with respect to any Third-Party Claim to the extent: (i) the Third-Party Claim arises from or is based upon your or your Authorized Users' use of: (a) the Platform or a Deliverable not in accordance with the Documentation, this Agreement, an Order Form, or a Statement of Work; or (b) any unauthorized modifications, alterations, or implementations of the Platform or a Deliverable made by you or at your request (other than by us); (ii) the Third-Party Claim arises from use of the Platform or a Deliverable in combination with unauthorized modules, apparatus, hardware, software, or services not supplied or specified in writing by us where the Platform or Deliverable alone would not be infringing, except where such combination is normal or is reasonably anticipated in the Documentation or Honorlock's marketing materials; or (iii) the Third-Party Claim



arises from any use of the Platform or a Deliverable for which they were not designed.

**11.3 Infringement Claims.** In the event that we reasonably determine that the Platform or a Deliverable is likely to be the subject of a Third-Party Claim, we will have the right (but not the obligation), at our own expense, to: (i) procure for you the right to continue to use the Platform or Deliverable as provided in this Agreement, any applicable Order Form, and any applicable Statement of Work; (ii) replace the infringing components of the Platform or Deliverable with other components with equivalent functionality; or (iii) suitably modify the Platform or Deliverable so that it is non-infringing and functionally equivalent. If none of the foregoing options is available to us on commercially reasonable terms, we may terminate this Agreement, any applicable Order Form, and/or any applicable Statement of Work without further liability to you and refund you a pro-rated portion of any pre-paid Fees. Subscriber agrees to the following limitation of liability to the extent authorized by the Constitution and laws of the State of Texas: this Section 11.3, together with the indemnity provided under Section 11.1, states your sole and exclusive remedy, and our sole and exclusive liability, regarding any Third-Party Claim.

## **12. GENERAL PROVISIONS.**

**12.1 Assignment.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement, any Order Form, or any Statement of Work without the prior, written consent of the other Party; provided, however, that a Party may, upon written notice to the other Party and without the consent of the other Party, assign or otherwise transfer this Agreement, any Order Form, or any Statement of Work: (i) to any of its Affiliates; or (ii) in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise), provided that in all cases, the assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement, any Order Form, and any Statement of Work will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

**12.2 Waiver.** No failure or delay by either Party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

**12.3 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard for choice of law provisions thereof.

**12.4 Exclusive Forum.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Subscriber shall be in Brazos County, Texas

**12.5 Notices.** All notices required under this Agreement (other than routine operational communications) must be in

writing and will be delivered either personally or by e-mail (other than notices under Section 4.2 which may not be delivered by e-mail), national overnight courier or the U.S. Postal Service to each Party's notices contact and address listed in the applicable Order Form or Statement of Work. Notices will be effective upon: (i) actual delivery to the other Party with receipt obtained, if delivered in person or by e-mail (other than notices under Section 4.2, which may not be made via e-mail), or national overnight courier; or (ii) five (5) business days after being mailed via the U.S. Postal Service, postage prepaid.

**12.6 Independent Contractors.** The Parties are independent contractors, and neither Party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other Party.

**12.7 Severability.** If any provision of this Agreement, any Order Form, or any Statement of Work is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement, Order Form, or Statement of Work will remain in full force and effect.

**12.8 Force Majeure.** Except for your obligations to pay any Fees and Taxes hereunder, neither Party will be deemed to be in breach of this Agreement, any Order Form, or any Statement of Work up to Force Majeure event or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. "Force Majeure" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s)

to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

**12.9 Third-Party Beneficiaries.** There are no other third-party beneficiaries under this Agreement, any Order Form, or any Statement of Work

**12.10 Publicity.** During the Term, Subscriber agrees to allow Honorlock to identify Subscriber as a customer and user of the Platform. Honorlock may use Subscriber's name on routine client lists but may not use Subscriber's name directly or indirectly to imply endorsement of Honorlock's Platform.

**12.11 Export.** You will not export or re-export, either directly or indirectly, the Platform or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, you will not permit Authorized Users or any third parties to access or use the Platform in violation of any United States export embargo, prohibition, or restriction. Honorlock certifies that the Platform (a) if subject to the U.S. Export Administration Regulations, is not classified under any ECCN in the Commerce Control List other than EAR99, (b) is not controlled under the U.S. International Traffic in Arms Regulations, and (c) is not otherwise controlled by the U.S. government for national security or foreign policy purposes.

**12.12 Complete Understanding.** This Agreement, the Schedules and all executed Order Forms and Statements of Work constitute the final and complete agreement between the Parties regarding the subject matter hereof, and supersede any prior or contemporaneous communications, representations, or agreements between the Parties, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements. To the extent of any conflict or inconsistency between this Agreement and any term contained in an Order Form or Statement of Work, the terms of this Agreement will govern, unless such Order Form or Statement of Work includes the section numbers of this Agreement that the Parties expressly agree no longer govern or are modified for the matters covered thereby. No term included in any confirmation, acceptance, purchase order, or any other similar document from you will change this Agreement, any Order Form, or any Statement of Work or have any force or effect. This Agreement may not be amended or

otherwise altered except upon the written agreement of both Parties.

**12.13 Counterparts.** This Agreement, any Order Form, and any Statement of Work may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement or Order Form. An electronic signature of a Party done pursuant to law, or a signature of a Party transmitted by electronic means, shall be deemed an original signature for the purposes of this Agreement.

**12.14 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."

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

**12.16 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."

**12.17 Public Information.** Honorlock acknowledges that Subscriber 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 Subscriber's written request, Honorlock will promptly provide specified contracting information exchanged or created under any resultant

agreement for or on behalf of Subscriber. Honorlock acknowledges that Subscriber 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 Honorlock agrees that this Agreement can be terminated if Honorlock knowingly or intentionally fails to comply with a requirement of that subchapter.

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

**12.19 Conflict of Interest.** By executing and/or accepting this Agreement, Honorlock and each person signing on behalf of Honorlock certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Subscriber 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.

**12.20 Access by Individuals with Disabilities.**

**12.14 Accessibility Standards.** To the best of its knowledge, Honorlock is compliant with all federal and state laws and requirements in the provision of services under the Agreement, including but not limited to, the provision for equally effective and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act (ADA). Products provided by Honorlock under this Agreement have been designed to conform to Section 508 of the Americans with Disabilities Act and WCAG 2.0 level AA guidelines for accessible use. In addition, Honorlock conducts usability testing and will coordinate with the Subscriber's accessibility team to address any potential accessibility issues. Should Subscriber become aware of an accessibility issue, Subscriber shall notify Honorlock in writing to [accessibility@honorlock.com](mailto:accessibility@honorlock.com). Remediation of any identified issues will be subject to Honorlock's Voluntary Product Accessibility Template (VPAT) available at <https://honorlock.com/accessibility-statement/>.

**12.21 Certification Regarding Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this

Agreement, Honorlock certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Honorlock acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

**12.23 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."

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

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

**12.26 RESERVED.**

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

**12.28 State Auditor's Office.** Honorlock 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*. Honorlock agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all

records requested. Honorlock will include this provision in all contracts with permitted subcontractors.

[End of MSA Terms]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**TEXAS A&M UNIVERSITY**


By:  DocuSigned by:  
E47139A38FE6463...

Print Name: Jerry R. Strawser

Title: Executive Vice President and CFO

Date: 8/28/2020 | 16:02:52 CDT

**HONORLOCK, INC.**

By:  DocuSigned by:  
062320EF58944DC...

Print Name: Michael Hemlepp

Title: CEO

Date: 8/28/2020 | 16:37:35 CDT

**SCHEDULE A – SUPPORT SERVICES**

We shall use commercially reasonable efforts to make the Platform accessible to Authorized Users twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year at least 99.7% of the time (measured on a monthly basis), except for: (i) scheduled maintenance; (ii) required repairs; and (iii) any loss or interruption due to a Force Majeure Event.

We shall provide online, telephone, and/or e-mail support to Subscriber and its Authorized Users twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year relating to any failure of the Platform to operate substantially in accordance with the Documentation.

For any continuous outage which (i) renders the Platform inoperative or intermittently operative; (ii) substantially degrades performance of the Platform; or (iii) causes a complete failure of the Platform, Honorlock will credit you a pro-rated refund of pre-paid Fees for scheduled exams, commencing on the date and time of the opening of a trouble ticket and ending at the close of the same by Honorlock's technical support as follows:

<b>Outage</b>	<b>Credits Per Outage - % of Monthly Fees</b>
0-8 hours duration	No Credit
8-16 hours	2.5%
16-24 hours	5%
In excess of 24 hours	7.5%

Notwithstanding the foregoing, no credit shall be given for an outage directly or indirectly resulting from: (i) the acts and omissions of you or your Authorized Users; (ii) scripts, applications, equipment or services provided by you; (iii) outages initiated by Honorlock at your request or direction for maintenance, backup, or other purposes; or (iv) any Force Majeure Event. In addition, no credit in any given month shall exceed the Fees for such month.



## SCHEDULE B – DATA SECURITY

Honorlock hereby acknowledges responsibility to comply with all applicable Subscriber 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 Subscriber.

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 Subscriber to be essential to the continued performance of the mission of Subscriber, the unavailability of which would result in consequences to Subscriber.

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

Both Parties shall each provide contact information for specific individuals. The designated contact for Subscriber shall be Jocelyn Widmer, PhD, Assistant Provost for Academic Innovation, Texas A&M University, 1248 TAMU, College Station, TX 77843-1248, Telephone: (979) 845-4016, Email: [widmerj@tamu.edu](mailto:widmerj@tamu.edu). The designated contact for Honorlock shall be Dee Bohne, VP of Sales, Honorlock, 2500 N Military Trail, Suite 322, Boca Raton, Florida 33431, Telephone: (561) 603-2100, Email: [dee@honorlock.com](mailto:dee@honorlock.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 Honorlock have a need to access Subscriber Information, that request shall be directed to Subscriber's designated contact. Further, Honorlock is responsible for reporting all security breaches directly to Subscriber. Subscriber's designated contact for breaches shall be Help Desk Central ([helpdesk@tamu.edu](mailto: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 Subscriber and Subscriber's Chief Information Security Officer ([ciso@tamu.edu](mailto:ciso@tamu.edu)).