



Original Customer Agreement

v.11.1.2021

Date: 12/14/2021

**Client:** Texas A&M University, a state agency and member of The Texas A&M University System ("A&M System")  
**Contact:** Justin Moore  
**Email:** jmoore@athletics.tamu.edu  
**Phone:** (979) 862-1242  
**Address:** Texas A&M Athletics 1228 TAMU College Station, TX 77843

**Licensor:** Teamworks Innovations, Inc.  
**Contact:** James Coffos  
**Email:** contracts@teamworks.com  
**Phone:** (877) 821-5558  
**Address:** Teamworks Innovations, Inc. 122 E Parrish St. Durham, NC 27701

ANNUAL FEES	Units	Unit Price	Extended Price
<b>Application Service Description</b>			
<b>Teamworks Elite Package - Teamworks Hub, Teamworks Academics, Teamworks Video, INFLCR Verified, IN+ Local Exchange, Notemeal Dietitian</b>			
Teamworks Modules - Profiles, Calendar, Messaging (162,500 Messaging credits, three 2-way users per team), File Sharing, Travel, Forms (19,500 DocuSign form completions/yr)			
Teamworks Academics			
Teamworks Additional Module - Video (100GB Storage / 500GB Bandwidth per module)	1	\$225,000.00	\$225,000.00
INFLCR Verified License - Storage & Delivery, Campaigns & Requests, Social Metrics, INFLCR Music, INFLCR Images, Compliance, Education, Reporting			
IN+ Local Exchange			
Notemeal - Sports Dietitian and Meal Planning			
<b>INFLCR Plus License - FMV, Advanced Education, Social Strategy, Custom Analytics, Quarterly Strategy</b>	1	\$12,500.00	\$12,500.00
<b>Services</b>			
P5 Premium Ongoing Customer Success and Support Services - Located in attached Exhibit A			INCLUDED
<b>SUBTOTAL ANNUAL FEES:</b>			<b>\$237,500.00</b>
ANNUAL DISCOUNTS	Units	Unit Price	Extended Price
INFLCR Plus Term Discount	1	(\$2,500.00)	(\$2,500.00)
<b>TOTAL DISCOUNTED ANNUAL FEES:</b>			<b>\$235,000.00</b>

**TERMS OF AGREEMENT**

Messages sent in-application do not consume Message Credits. Message Credits used in excess of the annual allotted amount will be assessed at a rate of \$.045 per credit, and may be billed separately or appended to future invoices. 1 SMS Message = 1/2 Message Credit. 1 MMS Message (Picture Message) = 1 Message Credit.

Additional 2-way Messaging Users may be purchased at a rate of \$50/year per 2-way messaging user added.

**Special Considerations:** As an early adopter of the Teamworks Elite Package, Client will receive a \$50,000 discount in Year 1 and a \$25,000 discount in Year 2 before resuming current list price for Year 3 of this Extension.

Prices shown above and Payment Schedule below does not include state and local sales/use taxes that may apply. Any such taxes are the responsibility of the Client and will appear on the final invoice. Tax-exempt entities must provide Licensor with a copy of their applicable tax exemption certificate.

**PAYMENT SCHEDULE**

Payment Due 07/01/2022	\$185,000.00
Payment Due 07/01/2023	\$210,000.00
Payment Due 07/01/2024	\$235,000.00

This Original Customer Agreement is subject to attached Application Service Provider Agreement Terms and Conditions. At the execution of this Original Customer Agreement, this Agreement will supersede any and all existing agreements between the Parties.

Duration of Original Customer Agreement: 3 years. This Original Agreement (and all price locks) will expire on 6/30/2025.

In witness whereof, the parties hereto have duly entered and executed this Original Customer Agreement as of the date of last signatures of the parties hereto (the "Effective Date") and represent and warrant that the party executing this Original Customer Agreement on their behalf is duly authorized.

Teamworks Innovations, Inc.'s Acceptance	Texas A&M University's Acceptance
Signature:	Signature:
Printed Name: James Coffos	Printed Name: John W. Crawford
Title: COO	Title: Vice President of Finance and Chief Financial Officer
Date: 6/22/2022   10:39:30 EDT	Date: 6/22/2022   9:36:44 CDT

## APPLICATION SERVICE PROVIDER AGREEMENT

### Terms and Conditions

This Agreement (this “**Agreement**”) is effective as of the Effective Date in the Customer Agreement (the “**Customer Agreement**”), by and between TEAMWORKS INNOVATIONS, INC. (“**LICENSOR**”) and the party identified as Client in the Customer Agreement (“**Client**” or “**Texas A&M**”), which is incorporated herein by reference. For and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1. License Grant.** LICENSOR hereby grants to Client the non-exclusive, non-transferable, limited, terminable license to use the Licensed Software (“**Licensed Software**” shall mean LICENSOR’s Teamworks software platform and any accompanying documentation) during the Term in accordance with the terms and conditions set forth in this Agreement and the Customer Agreement. Title to the Licensed Software remains in LICENSOR and all rights not expressly granted to Client in this Section are reserved by LICENSOR.

**2. Authorized Users.** Client shall select employees or other persons who shall be authorized to use this Licensed Software in accordance with this Agreement (“**Authorized Users**”).

**3. Hours of Operation.** LICENSOR will take commercially reasonable measures to allow Client to access the Licensed Software twenty-four (24) hours a day, seven (7) days per week, except for reasonable maintenance periods, which shall not exceed one percent (1.00%) downtime per year. Whenever possible, LICENSOR shall perform maintenance between the hours of 12:00 midnight and 6:00 a.m. Eastern Time. LICENSOR shall make reasonable efforts to notify Client in advance of other scheduled maintenance periods.

**4. Services.** During the Term, LICENSOR agrees to render to Client any services listed on the Customer Agreement (the “**Services**”). CLIENT will be responsible for entering into the Licensed Software the data it desires in the Licensed Software (“**Client Data**”). The parties agree that Client shall retain all right, title and ownership interest in Client Data, Client Data shall be treated as confidential information, and that nothing hereunder shall be deemed to grant the LICENSOR any ownership right in Client Data. LICENSOR will provide on-going data management and hosting services for Client Data entered into or processed by the Licensed Software, including but not limited to data transfer, data storage and data access. Although Authorized Users will input Client Data into the Licensed Software, they will not be involved

in the software development and coding or the support, maintenance, hosting, operation, or maintenance related to the Licensed Software. Client will rely upon LICENSOR’s personnel in all technical and operational matters related to the Licensed Software. LICENSOR shall not, consistent with the terms of this Agreement, be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

**5. Customization.** If Client desires to engage LICENSOR to perform any changes or customization to the Licensed Software, LICENSOR shall perform such services on a time and materials basis, with fees to be negotiated between the parties, and LICENSOR shall retain all rights with respect to any such changes or customization in accordance with Section 16; provided however that such customization shall not contain any Client Data or Marks, and shall be permanently de-identified as unrelated to the Client.

**6. Protection of Client Data.** LICENSOR agrees, in accordance with the terms of this Agreement, to take commercially reasonable measures and perform appropriate tests to assure that the Licensed Software provided by LICENSOR is free of known viruses. Further, LICENSOR agrees to maintain reasonable security (including encrypted password protection and encrypted data transfer) for uploading and downloading of Client Data and allowing Client access to the Licensed Software in compliance with industry practices, and the terms of this Agreement. Client has complete ownership of the Client Data at all times and agrees to be responsible for making any and all required or reasonably necessary requested corrections to the Client Data. In the event that Client requests that LICENSOR transfer any Client Data to or from another customer of LICENSOR, including any data related to individuals within Client’s or such other customer’s organization, the parties shall sign a mutually acceptable data transfer agreement, and such transfer must, at minimum, be consistent with the terms of this Agreement and applicable law. Client shall comply with all Federal, State and local laws, ordinances, and regulations for its activities under this Agreement.

LICENSOR shall be responsible for, and remain liable to, Client for the actions and omissions of its employees, all contractors, agents, outsourcers and auditors engaged by or performing services on behalf of LICENSOR concerning the treatment of Client Data as if they were LICENSOR’s

own actions and omissions. At a minimum, LICENSOR's safeguards for the protection of Client Data shall include: (i) limiting access of Client Data 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 highly-sensitive Client Data stored on any mobile media; (vii) encrypting highly-sensitive Client Data transmitted over public or wireless networks; and (viii) strictly segregating Client Data from information of LICENSOR or its other customers so that Client Data is not commingled with any other types of information. LICENSOR represents and warrants that its collection, access, use, storage, disposal and disclosure of Client Data does and will comply with all applicable federal and state and foreign privacy and data protection laws, as well as all other applicable regulations and directives. In the event of a Security Breach, LICENSOR will immediately notify the Client. "Security Breach" shall include without limitation (i) any act or omission that compromises either the security, confidentiality or integrity of Client Data or the physical, technical, administrative or organization safeguards put in place by LICENSOR or any authorized representatives that relate to the protection of the security, confidentiality or integrity of Customer Information, and/or (ii) receipt of a complaint in relation to the privacy practices of LICENSOR or any authorized representatives.

**7. Client's Responsibilities.** Client shall be responsible for ensuring that each Authorized User shall only use the Licensed Software in accordance with this Agreement and otherwise complies with the terms and conditions of this Agreement.

**8. Backup.** LICENSOR will perform daily backups of its database in accordance with industry standards. A copy of backup media will be transferred to a location remote from LICENSOR's data center at least once per week.

**9. User Names and Passwords.** Client and its Authorized Users will access the Licensed Software through the use of a username and password assigned by LICENSOR. Client shall safeguard and maintain the secrecy of its username(s) and password(s) at all times. In the event that Client becomes aware of any unauthorized activities, Client shall promptly notify LICENSOR. Client shall be responsible for monitoring and terminating, when appropriate, its Authorized Users' access to the Licensed Software..

**10. No Relationship.** Regarding Client scheduling and communication conducted via the Licensed Software, LICENSOR: (a) is not a party or an agent of Client in such scheduling and communication, (b) does not take title to the Client Data, and (c) is not responsible for errors and omissions of Client Data entered into the Licensed Software. The parties agree that Client (and its Authorized Users) will be the only party inputting data for such scheduling and communication.

**11. No Warranties of Third Party Sites.** The Licensed Software may provide links or references to other third party websites ("Third Party Sites"). Except to the extent that any such links to Third Party Sites constitute a contracted for "add in" capability of the Licensed Software, LICENSOR does not make any representations or give any warranties with respect to any information contained at or made available through Third Party Sites (including the availability or accessibility of such Third Party Sites), and shall not be liable for any damages or injury arising from the content of Third Party Sites, and LICENSOR does not endorse companies, products or the websites to which it has provided links, but merely provides them as a convenience to Client. Unless approved in writing by LICENSOR, Client agrees not to provide or create a link to the Licensed Software or create any frames at any other sites pertaining to any of the content in the Licensed Software.

**12. License, Hosting and Support Fees.** In consideration for the license of the Licensed Software, and the Services provided to Client under the terms of this Agreement, Client shall pay to LICENSOR the fees in the amounts and in accordance with the schedule specified in the Customer Agreement (the "License Fee"), subject to the terms of this Agreement. LICENSOR shall submit an invoice to Client for all approved License Fees. The initial payment of the License Fee shall be invoiced on or about the date of set-up or, if already installed, on or before the Effective Date set forth in the Customer Agreement (the "Effective Date") and shall be payable within thirty (30) days of receipt by Client. Client's payment shall be made in accordance with Chapter 2251, *Texas Government Code*, commonly known as the Texas Prompt Payment Act, which shall govern remittance of payment and remedies for late payment and non-payment.

**13. Additional Fees; Invoices.** Client also agrees to pay any other authorized fees or expenses incurred by LICENSOR pursuant to this Agreement or as set forth in the Customer Agreement, if any, including but not limited to excess message charges. LICENSOR will provide Client with detailed invoices for such expenses, and Client acknowledges that payments for all such invoices are due within thirty (30) days of receipt by Client. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

**14. Taxes.** As an agency of the state of Texas, Client is tax exempt. Tax exemption certification will be furnished to Provider upon request.”

**15. Term and Termination.** This Agreement shall commence upon the Effective Date and shall continue for the period specified in the Customer Agreement (the “**Term**”), unless sooner terminated pursuant to the express terms of this Agreement or the Customer Agreement.

A. Either party may terminate this Agreement effective upon written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach. In the event that Client terminates this Agreement pursuant to this section, Client shall receive a pro-rata refund of any pre-paid amount.

**16. Proprietary Rights.** Client acknowledges and agrees that all right, title and interest, including patent, trademark, copyright, trade secret, and any other proprietary right in the Licensed Software and all improvements, modifications, enhancements, updates, translations, customizations and derivatives provided by LICENSOR, and all related documentation and information, is and shall be the sole and exclusive property of LICENSOR. Client further acknowledges and agrees that all right, title and interest, including patent, trade mark, copyright, trade secret and other proprietary right and any improvements, modifications, enhancements, updates, translations, and derivative works that are made to the Licensed Software for Client, and customizations made for Client for use with the Licensed Software, as well as all related documentation and information, are to the extent consistent with the terms of this Agreement, the sole and exclusive property of LICENSOR.

**17. Restrictions.** Client understands that the license granted in this Agreement places certain limits on Client's use of the Licensed Software, including without limitation, each of the following: (a) Client shall not disclose, license, sublicense, assign, rent, sell, loan, give or otherwise distribute all or any part of the Licensed Software or any other software or information derived from the Licensed Software to any third party or other organizations except as specifically permitted under the Customer Agreement; (b) Client will restrict access to the Licensed Software to Authorized Users in connection with the performance of their duties for Client; (c) Client shall not attempt to view, edit, reverse engineer, decompile or otherwise access the source code of the Licensed Software or alter or tamper in any way with the Licensed Software including without limitation any look and feel or functionality thereof; (d) Client shall not alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on or within the Licensed

Software; and (e) Client may only use the Licensed Software to process data in the conduct of its business and shall not provide access to the Licensed Software to any third party, for any purpose.

**18. Compliance with Laws.** Both parties agree (a) to comply with all applicable laws and regulations(including data security and privacy laws) with respect to its obligations under this Agreement; (b) to take all reasonable precautions to ensure that all of Client’s Data and the Licensed Software do not contain any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with the operations of the other party or any of its systems, data or information (c) not to infringe upon any third party’s rights, including without limitation copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) not to post on or otherwise transmit through the Licensed Software any unlawful, fraudulent, defamatory, trade libelous, harmful, threatening, abusive, harassing, vulgar, obscene, indecent, pornographic, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable laws; (e) not to engage in the operation of any unlawful transactions and/or business or permit any third party to use the Licensed Software or Client Data for any unlawful purpose; (f) not to post on the Licensed Software any chain letters, junk mail or any other type of unsolicited mass e-mail to users; (g) not to breach or attempt to breach the security of software, network, servers, data, computers or other hardware of the other party or of any third party ; and (j) not to use or distribute any software or other tools or devices designed to compromise privacy or security.

**19. Warranties.** LICENSOR warrants that the Licensed Software and services will conform in all material respects to the descriptions of the Licensed Software and services in LICENSOR’s documentation and marketing materials.

**20. Indemnification.** LICENSOR shall indemnify and hold harmless The Texas A&M University System, Client, and their regents, employees and agents (collectively the “A&M System Indemnitees”) from and against any third party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of any acts or omissions of LICENSOR or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

To the extent authorized by the laws and Constitution of the State of Texas, Client shall indemnify and hold

harmless LICENSOR, its employees, and agents (collectively the "Licensor Indemnitees") from and against any third party claims, damages, liabilities, expense or loss asserted against Licensor Indemnitees arising out of any acts or omissions of Client or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss, or damage arises from a Licensor Indemnitee's gross negligence or willful misconduct.

**21. Insurance.** LICENSOR 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 Client. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to LICENSOR under this Agreement. LICENSOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. LICENSOR 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 Client at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker's Compensation</u></b>	
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

**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

**D. Professional Liability (Errors & Omissions)**

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of LICENSOR and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, LICENSOR agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

**E. Cyber Liability**

LICENSOR shall procure and maintain for the duration of the contract insurance 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. Cyber Liability policy with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LICENSOR in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, 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 the agreement and for a period of two years thereafter for services completed during the term of the agreement. Client shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the LICENSOR maintains broader coverage and/or higher limits than the minimums shown above, the A&M System and its members require and shall be entitled to the broader coverage and/or higher limits maintained by the LICENSOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System and its members.

**F. Umbrella Liability**

\$5,000,000 Limit

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

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 LICENSOR 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.

**Commercial General Liability and Auto Liability policies** will be endorsed to name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Client as Additional Insureds up to the actual liability limits of the policies maintained by LICENSOR. The Commercial General Liability Additional Insured endorsements will include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial General Liability and Business Auto Liability policies will be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.

**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 Client.

**All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Client ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.

Certificates of Insurance and additional insured endorsements as required by this Agreement will be mailed or emailed to the following Client contact:

Department of Contract Administration  
Texas A&M University  
1182 TAMU  
College Station, TX 7843-1182  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

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

**22. Export Compliance.** Each party shall comply with U.S. export control regulations. If either party desires to disclose to the other party any information, technology, or data that is identified on any U.S. export control list, the disclosing party shall advise the other party at or before the time of intended disclosure and may not provide export-controlled information to the other party without the written consent of the other party. LICENSOR certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**23. Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement, including without limitation sections 6, 12, 13, 15, 17, 18, and 19 through 36 and all obligations of Client to pay or reimburse LICENSOR for any undisputed amounts actually incurred under this Agreement.

**24. Remedies.** The parties shall have the right to pursue any remedies that may be available to it at law or in equity.

**25. Independent Contractor.** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

**26. Confidential.** To the extent consistent with applicable law, all non-public, confidential or proprietary information of each party, including, but not limited to, specifications, source code, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by such party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing in accordance with this Agreement and may not be disclosed or copied unless authorized in advance by the Disclosing Party in writing. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's confidential information as it uses to protect its own confidential information of a similar nature. The Receiving Party may disclose and shall limit access to such

information to those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate solely for the proper performance of that party's obligations hereunder. Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all documents and other materials received from the Disclosing Party. This section does not apply to information that is: (a) in the public domain through no fault of the Receiving Party; (b) known to the Receiving Party at the time of disclosure without restriction as evidenced by its records; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section 26, disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this Agreement.

**27. Aggregate; De-Identified Data.** Client hereby grants to LICENSOR a non-exclusive, non-transferrable, limited license to use permanently De-Identified aggregate data ("**Aggregate Data**") related to Client's use of the Licensed Software for its own internal business purposes, consistent with the terms of this Agreement and applicable law, provided however, that LICENSOR may not disclose, distribute, sell, resell, rent, or otherwise share the Aggregate Data with any third parties. For Aggregate Data, as defined herein relating to the provision, use and performance of various aspects of the Services and related systems and technologies, LICENSOR may, consistent with the terms of this Agreement, (during and after the Term hereof) use such Aggregate Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other LICENSOR offerings, provided, however, the LICENSOR may not disclose, distribute, sell, resell, or otherwise share such Aggregate Information with third parties. No rights or licenses are granted except as expressly set forth herein.

The term "**De-Identified Data**" means Customer Data that has been aggregated or otherwise de-identified such that Customer or any individual could not be re-identified.

**28. FERPA.** Pursuant to this Agreement, LICENSOR may create, access, receive or maintain records on behalf of Client that are subject to the Family Educational Rights and Privacy Act ("FERPA") or contain personally identifiable information (as such term is defined in FERPA) from education records (as such term is defined in FERPA) (collectively, "FERPA Records"). In connection

with such FERPA Records, the parties understand and agree:

- A. **School Official.** Client hereby designates LICENSOR as a school official with a legitimate educational interest in the FERPA Records to the extent LICENSOR is required to create, access, receive or maintain FERPA Records to fulfill its obligations under this Agreement. LICENSOR shall comply with FERPA as to any such FERPA Records. LICENSOR is prohibited from redisclosure of the FERPA Records except as provided for in this Agreement or otherwise authorized by FERPA or Client in writing. LICENSOR is only permitted to use the FERPA Records for the purpose of fulfilling LICENSOR's obligations under this Agreement.
- B. **Ownership.** All FERPA Records created, accessed, received or maintained by LICENSOR or its subcontractors or agents will remain the sole and exclusive property of Client. LICENSOR will immediately provide Client with copies of any FERPA Records upon Client's request.
- C. **Security Standards.** LICENSOR shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the FERPA Records from unauthorized access, disclosure or use.
- D. **Unauthorized Use or Disclosure.** LICENSOR shall, within two (2) business days of discovery, report to Client any use or disclosure of FERPA Records not authorized by this Agreement or in writing by Client. LICENSOR's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what LICENSOR has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action LICENSOR has taken or will take to prevent future similar unauthorized use or disclosure. LICENSOR shall provide such other information, including a written report, as reasonably requested by Client.
- E. **Subcontractors.** LICENSOR shall restrict disclosure of the FERPA Records solely to those employees, subcontractors or agents of LICENSOR that have a need to access the FERPA Records in order for LICENSOR to perform its obligations under this Agreement. LICENSOR shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on LICENSOR in this Section, including without limitation, the prohibition on redisclosure of FERPA Records.
- F. **Legal Requests.** LICENSOR must promptly notify Client of any legal request for FERPA Records

from a third party and take (and assist Client in taking) appropriate steps not to disclose such FERPA Records.

- G. Right to Audit. If Client has a reasonable basis to believe that LICENSOR is not in compliance with the terms of this Section, Client may audit LICENSOR's compliance as it relates to the FERPA Records.
- H. Return or Deletion. Within thirty (30) days of the expiration or termination of this Agreement, LICENSOR, as directed by Client, shall return all FERPA Records to Client in its possession (or in the possession of any of its subcontractors or agents) or delete all such FERPA Records if return is not feasible. LICENSOR shall provide Client with at least ten (10) days' written notice of LICENSOR's intent to delete such FERPA Records and shall confirm such deletion in writing.
- I. Indemnification. LICENSOR agrees to indemnify and hold harmless Client for any damages, costs or expenses finally awarded against Client in any legal action as a direct result of LICENSOR's failure to comply with its obligations under this Agreement with respect to the FERPA Records.

**29. Use of Name.** Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

**30. Governing Law and Venue.** 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(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

**31. Entire Agreement and Amendments.** This Agreement, the Customer Agreement, and Exhibit A thereto constitute the entire agreement between the parties concerning the subject matter herein. This Agreement, the Customer Agreement, and any addendum or exhibits thereto may only be modified in writing signed by both parties. In the event of a conflict between this Agreement and any other provisions, this Agreement shall control, followed by (i) the Customer Agreement, (ii) exhibits, and (iii) any other referenced terms.

**32. Binding.** This Agreement shall be binding upon the parties hereto, as well as their successors in interest and permitted assigns.

**33. Assignment.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party, which shall not be unreasonably conditioned, delayed, or withheld.

**34. Waiver.** Waiver by either party of any breach, or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not limit or affect that party's right to enforce strict compliance with all other terms of this Agreement.

**35. Severability.** Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court of competent jurisdiction, the validity and unenforceability of the remaining provisions of the Agreement shall not be affected thereby.

**36. State Contracting Requirements.** The following terms are state required certifications and provisions. In the event of a conflict between any of these provisions and the rest of this Agreement, the terms of this section shall control.

A. **Delinquent Child Support Obligations.** Under Section 231.006, *Texas Family Code*, LICENSOR certifies that LICENSOR is not ineligible to receive this Agreement and acknowledges that this Agreement 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*, LICENSOR agrees that any payments owing to LICENSOR under this Agreement may be applied directly toward certain debts or delinquencies that LICENSOR owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. **Prohibited Bids and Agreements.** Under Section 2155.004, *Texas Government Code*, LICENSOR certifies that LICENSOR is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

D. **Public Information.** LICENSOR acknowledges that Texas A&M 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 Texas A&M's written request, LICENSOR will promptly provide specified contracting information exchanged or



created under any resultant agreement for or on behalf of Texas A&M. LICENSOR acknowledges that Texas A&M 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 LICENSOR agrees that this Agreement can be terminated if LICENSOR knowingly or intentionally fails to comply with a requirement of that subchapter.

**E. Force Majeure.** Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) 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, 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 which notice 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. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either Party as of the effective date of this Agreement.

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

**G. Conflict of Interest.** By executing and/or accepting this Agreement, LICENSOR and each person signing on behalf of LICENSOR 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 Texas A&M 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.

**H. Access by Individuals with Disabilities.** If determined to be applicable by Texas A&M, LICENSOR shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the *Texas Administrative Code*) and associated documentation and technical support (collectively, the "EIR") or provide a similarly-formatted document as the VPAT attesting to the EIR's accessible features and capabilities. Texas A&M may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If LICENSOR should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, LICENSOR shall, in a timely manner and at no cost to Texas A&M, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

**I. Cloud Computing Services.** As of the Effective Date, LICENSOR certifies that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("RAMP"). Pursuant to Section 2054.0593, *Texas Government Code*, LICENSOR shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including

any renewal term of this Agreement. LICENSOR shall provide Texas A&M with evidence of its RAMP compliance and certification within 30 days of Texas A&M's request and at least 30 days prior to the start of any renewal term of this Agreement.

**J. Cybersecurity Training Program.** Pursuant to Section 2054.5192, *Texas Government Code*, LICENSOR and its employees, officers, and subcontractors who have access to Texas A&M University's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*. The cybersecurity training program must be completed by LICENSOR and its employees, officers, and subcontractors during the Term of this Agreement. LICENSOR shall verify completion of the program in writing to Texas A&M within the first 30 calendar days of the Term of this Agreement. LICENSOR acknowledges and agrees that its failure to comply with the requirements of this paragraph are grounds for Texas A&M to terminate this Agreement for cause in accordance with the termination provisions of this Agreement.

**K. Vendor Access.** LICENSOR hereby acknowledges responsibility to comply with all applicable Texas A&M 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 Texas A&M.

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 Texas A&M to be essential to the continued performance of the mission of Texas A&M, the unavailability of which would result in consequences to Texas A&M.

In the event LICENSOR should obtain or be granted access to Confidential and/or Mission Critical Information of Texas A&M ("Texas A&M Information"), LICENSOR will keep and protect Texas A&M Information confidential to no less than the same degree of care as required by Texas A&M policies, rules and procedures. At the expiration or early termination of this Agreement, LICENSOR agrees to return all Texas A&M Information or agrees to provide adequate certification that the Texas A&M Information has been destroyed. LICENSOR, its employees, agents, contractors, and subcontractors shall use the Texas A&M

Information solely in connection with performance by LICENSOR of the services provided to Texas A&M pursuant to this Agreement, and for no other purpose. Should LICENSOR, its employees, agents, contractors, or subcontractors acquire other Texas A&M Information during the course of this Agreement, it shall not be used for LICENSOR's own purposes or divulged to third parties. LICENSOR shall comply with all terms and conditions of any Texas A&M 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 LICENSOR to receive any Texas A&M Information from Texas A&M for a period of not less than five (5) years.

Both Parties shall each provide contact information for specific individuals. The designated contact for Texas A&M shall be Seth Dorsey, Department of Athletics, 1228 TAMU, College Station, TX 77843-1228, Telephone: (979) 862-5380, Email: [sdorsey@athletics.tamu.edu](mailto:sdorsey@athletics.tamu.edu). The designated contact for LICENSOR shall be Mike Oczypok, Teamworks Innovations, Inc., 122 E. Parrish St., Durham, NC 27701, Telephone: (484) 942-8191, Email: [moczypok@teamworks.com](mailto:moczypok@teamworks.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 LICENSOR have a need to access Texas A&M's designated contact. Further, LICENSOR is responsible for reporting all security breaches directly to Texas A&M. Texas A&M'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 Texas A&M and Texas A&M's Chief Information Security Officer ([ciso@tamu.edu](mailto:ciso@tamu.edu)).

**L. Certification as to Boycotting Energy Companies.** Pursuant to *Texas Government Code* Chapter 2274 and if applicable, LICENSOR certifies that LICENSOR does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. For purposes of this provision, "boycott energy companies" has the meaning provided in *Texas Government Code* Section 809.001.

**M. Certification as to Discrimination Against Firearm Entities.** Pursuant to *Texas Government Code* Chapter 2274 and if applicable, LICENSOR certifies that LICENSOR (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

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

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

P. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, *Texas Government Code*, LICENSOR certifies that LICENSOR is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Q. **Not Eligible for Rehire.** LICENSOR 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 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

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

S. **Limitations.** The LICENSOR is aware that there are constitutional and statutory limitations on the authority of Client (a state agency) to enter into certain terms and conditions that may be part of the Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Client except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of the Agreement nor any conduct, action or inaction of any representative of Client relating to the Agreement constitutes or is intended to

constitute a waiver of Client's or the state's sovereign immunity to suit.

T. **Loss of Funding.** Performance by Texas A&M 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, Texas A&M will issue written notice to LICENSOR and Texas A&M may terminate this Agreement without further duty or obligation hereunder. LICENSOR acknowledges that appropriation of funds is beyond the control of Texas A&M.

U. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, LICENSOR will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, LICENSOR will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then LICENSOR will be expected to make a good faith effort according to the HSP instructions. In the event that LICENSOR determines it will be using a subcontractor, LICENSOR will shall the University HUB Coordinator for assistance in determining available HUB subcontractors and proper completion of the HSP.

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

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

X. **Representations & Warranties.** If LICENSOR is a business entity, LICENSOR 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 this Agreement, and the individual executing this Agreement on behalf of LICENSOR has been duly authorized to act for and bind LICENSOR.

Y. **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 Email: [bworthy@athletics.tamu.edu](mailto:bworthy@athletics.tamu.edu)

delivery, courier delivery, email, or other commercially reasonably means and will be effective when actually received. Texas A&M and LICENSOR can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:


**Texas A&M:**  
Texas A&M University  
Department of Athletics  
1228 TAMU  
College Station TX  
Attention: Bailey Worthy  
Telephone: 979-862-5380

**With a copy to:**  
Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182  
Attention: Executive Director  
Telephone: 979-845-0099  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

**LICENSOR:**  
Teamworks Innovations, Inc.  
122 E. Parrish Sts  
Durham, NC 27701  
Attention: Mike Oczypok  
Telephone: 484-942-8191  
Email: [moczypok@teamworks.com](mailto:moczypok@teamworks.com)

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

~~Teamworks Innovations, Inc.~~


Signature:  \_\_\_\_\_  
050D389E665740B...

Printed Name: James Coffos

Title: CFO

Date: 6/22/2022 | 10:39:30 EDT

~~Texas A&M University~~

Signature:  \_\_\_\_\_  
ED22F1DACF2E495...

Printed Name: John W. Crawford  
Vice President for Finance and

Title: Chief Financial Officer

Date: 6/22/2022 | 9:36:44 CDT



## Exhibit A

### Services – Premium Package

#### Implementation Services

##### Premium Account Configuration

Teamworks will complete the following configuration tasks to set up account:

- **Profiles**
  - Upload of Excel files to create profiles and populate default fields
  - Upload of Excel files to populate custom attribute fields
  - Following consultation with customer, desired profile categories, attributes, and corresponding visibility settings configured in account
  - Default set of permissions applied
- **Forms**
  - Creation of unlimited DocuSign forms, added to account for testing and assignment
- **Calendar**
  - Creation of standardized set of calendar appointment types
- **Travel**
  - Creation of first trip in Travel module with trip name, logo, and respective dates / times
  - Upon receipt of trip itinerary (in Word, Excel, or PDF), full itinerary for first trip built out in account

Teamworks will complete the following configuration tasks to set up INFLCR accounts:

- Creation of user accounts through excel files
- Creation of team account dashboards
- Upload of athlete headshots for all teams

Teamworks will complete the following configuration tasks to set up Notemeal accounts:

- Creation of user accounts through upload of rosters from Excel files

##### Virtual Training Sessions

- Teamworks will conduct the following one-hour, virtual training sessions during the implementation phase (90 days) — 1 Organization SuperUser(s) session, 1 Team SuperUser(s) session, and up to 8 additional group or individual sessions.
- INFLCR will conduct up to 4 virtual, one-hour training sessions for staff members during the implementation phase (first 90 days).
- Notemeal will conduct up to 3 virtual, one-hour training sessions for staff members during the implementation phase (first 90 days).

##### Virtual Athlete Rollout

Teamworks will conduct a one-time rollout to onboard all athlete users.

##### Virtual Implementation Review



Teamworks will conduct an implementation review after 90 days with Organization SuperUser(s) and any other staff members designated by the Organization SuperUser(s).

## Ongoing Customer Success Services

### Customer Success Manager

You will have a dedicated Customer Success Manager as your primary point of contact.

### Annual Virtual Training Sessions

Teamworks will conduct up to 10 group or individual one-hour, virtual training sessions on an annual basis.

### Annual Virtual Account Review

Your dedicated Customer Success Manager will conduct a virtual account review on an annual basis.

### Ongoing Account Configuration

Teamworks will complete the following configuration tasks on an ongoing basis as requested:

- **Profiles**
  - Annual upload of Excel files for initial profile creation of new users
  - Annual mass inactivation or movement of users between user types
  - Annual upload of Excel files to update existing profile attribute fields
  - Annual upload of Excel files to fill in custom attribute fields
  - Annual consultation to review profile categories and attributes and to share additional use cases
  - Annual consultation to determine any necessary updates to permissions across user types, followed by mass update of user permissions, if applicable
- **Forms**
  - Annual consultation to review existing forms and discuss additional use cases / additions
  - Creation of unlimited DocuSign forms, added to account for testing and assignment
  - Updates to existing DocuSign forms for the new year

Teamworks will complete the following INFLCR configuration tasks on an ongoing basis as requested:

- Annual roster maintenance, including addition of users, deletion of users, or movement of users between user types

### Customized Metric Reports

Your dedicated Customer Success Manager will provide you with quarterly metric reports for the INFLCR product, as requested by the customer, on an annual basis.

### 24/7 Knowledge Base Access

You will have 24/7/365 access to an online knowledge base with on-demand support materials.



**Customer Support**

You will have 18/7/365 access to live support (phone, email, chat).

**Dedicated Support Team**

You will have a dedicated support team to address your support inquiries.