



**2021 Amendment to the  
Laserfiche Enterprise Software License and  
Professional Services Agreement**

This 2021 Amendment to the Laserfiche Enterprise Software License and Professional Services Agreement (“**2021 Amendment**”), dated effective as of September 1, 2021 (“**Effective Date**”) is made by and between Compulink Management Center, Inc., a California corporation doing business as Laserfiche (“**Laserfiche**”), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“**Texas A&M**” or “**Licensee**”), which has authorized TAMU IT, a department within Texas A&M, to administer this Agreement on its behalf (each referred to individually as a “**Party**” or collectively as the “**Parties**”).

A. Laserfiche designs, develops and markets enterprise content management (ECM), business process management (BPM), and related software programs, products and professional services under the Laserfiche® brand name.

B. Texas A&M first contracted with Laserfiche for Laserfiche Software and professional services pursuant to that certain Laserfiche Enterprise Software License and Professional Services Agreement, dated as of September 1, 2012, as amended by the following: (1) Laserfiche Enterprise Software License and Professional Services Agreement Amendment No. 1, dated as of February 21, 2014; (2) Laserfiche Enterprise Software License and Professional Services Agreement Amendment No. 2, dated as of August 26, 2015; (3) Amendment to Extend Laserfiche Enterprise Software License and Professional Services Agreement, dated as of September 1, 2016 (“**2016 Amendment**”); (4) Addendum to Amendment to Extend Laserfiche Enterprise Software License and Professional Services Agreement, dated as of November 30, 2017; (5) the Assignment of the Texas A&M University Accounts and Sales Representative and Software Support Agreement, dated as of May 9, 2012; and (6) the Amendment No. 1 to the Assignment of the Texas A&M University Accounts and Sales Representative and Software Support Agreement dated as of May 8, 2017 (collectively, the “**Agreement**”).

C. The Parties desire to further amend the Agreement as set forth herein to reflect additional changes that have occurred since the effective date of the Agreement.

D. Licensee has requested to continue its subscription enterprise licensing of Laserfiche Software, and Laserfiche has agreed to continue to grant, subscription enterprise licensing authorizing Licensee to install and use the Laserfiche Software on computer hardware and peripherals that Licensee owns, leases or managed by Texas A&M, Texas A&M University System members including education institutions and member agencies and affiliates of Texas A&M University including the Association of Former Students, the 12<sup>th</sup> Man Foundation, and the Texas A&M Foundation, all utilizing the TAMU IT central Laserfiche Directory Server, subject to the terms and conditions of the Agreement and this 2021 Amendment.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “**Laserfiche Software**” means any software program or application, developed, created, written, owned, licensed, distributed, sold or marketed by Laserfiche or licensed or marketed under the Laserfiche® trademark. For purposes of this 2021 Amendment, the “Laserfiche Software” that is being licensed to Licensee under the terms of this Agreement is described on **Schedule 1** and includes all modifications to the Laserfiche Software that Laserfiche may provide to its licensees from time to time.

2. **Amendment of Section 12, Term, of the Agreement.**

A. This Amendment supersedes previous understandings of the term of the Agreement and begins a new five-year term commencing on the Effective Date which may be extended by written agreement of the Parties hereto.

3. **Pricing and Empower Passes.**

A. As of the Effective Date, pricing for the Laserfiche Software will be as set forth on Schedule 1, which such pricing will be fixed for the five-year term referenced herein, and to leave no doubt, all other pricing previously agreed to in the Agreement is hereby null and void. Likewise, the number of Empower passes has been updated and is now as set forth on Schedule 1 hereto.

4. **State Contracting.**

A. **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 the Agreement.

**B. Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Laserfiche agrees that any payments owing to Laserfiche under the Agreement may be applied directly toward certain debts or delinquencies that Laserfiche 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*, Laserfiche certifies that Laserfiche is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

**D. Public Information.** Laserfiche 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 the Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M's written request, Laserfiche will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M. Laserfiche 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 the Agreement and Laserfiche agrees that the Agreement can be terminated if Laserfiche knowingly or intentionally fails to comply with a requirement of that subchapter.

**E. Conflict of Interest.** By executing and/or accepting the Agreement, Laserfiche and each person signing on behalf of Laserfiche 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 the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.

**F. Access by Individuals with Disabilities.** Laserfiche publishes Voluntary Product Accessibility Templates ("VPATs") which are updated from time to time. See <https://www.laserfiche.com/legal/accessibility/>. If determined to be applicable by Texas A&M, Texas A&M will review the current VPATs published by Laserfiche and comparing it against all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") needed. Texas A&M may test 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") to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If Laserfiche should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards as published by Laserfiche, Laserfiche shall, in a timely manner and at no cost to Texas A&M, perform all necessary steps to satisfy the Accessibility Standards for such published items, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

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

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

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

**J. Not Eligible for Rehire.** Laserfiche 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 the Agreement.

**K. Loss of Funding.** Performance by Texas A&M under the 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 Laserfiche and Texas A&M may terminate the Agreement without further duty or obligation hereunder. Laserfiche acknowledges that appropriation of funds is beyond the control of Texas A&M.

**L. Independent Contractor.** For the purposes of the 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.

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

**N. Notices.** Any notice required or permitted under the Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Laserfiche 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  
Division of Information Technology  
3142 TAMU  
College Station, TX 77843-3142  
Attention: Tonya Laird  
Telephone: (979) 847-7334  
Email: t-laird@tamu.edu

**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  
Fax: 979-862-7130  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

**Laserfiche:**

Compulink Management Center, Inc. d/b/a Laserfiche  
3545 Long Beach Blvd. Ste. 110  
Long Beach, California 90807  
Attention: Brigitte Meiselman  
Telephone: 562.304.8712  
Email: [brigitte.meiselman@laserfiche.com](mailto:brigitte.meiselman@laserfiche.com)

O. **Vendor Access.** Laserfiche 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 Laserfiche should obtain or be granted access to Confidential and/or Mission Critical Information of Texas A&M ("Texas A&M Information"), Laserfiche 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 the Agreement, Laserfiche agrees to return all Texas A&M Information or agrees to provide adequate certification that the Texas A&M Information has been destroyed. Laserfiche, its employees, agents, contractors, and

subcontractors shall use the Texas A&M Information solely in connection with performance by Laserfiche of the services provided to Texas A&M pursuant to the Agreement, and for no other purpose. Should Laserfiche, its employees, agents, contractors, or subcontractors acquire other Texas A&M Information during the course of the Agreement, it shall not be used for Laserfiche's own purposes or divulged to third parties. Laserfiche shall comply with all terms and conditions of any Texas A&M 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 Laserfiche 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 Jeff Phillips, Division of IT, 3142 TAMU, College Station, TX 77843-3142, Telephone: (979) 458-9913, Email: [j.phillips@tamu.edu](mailto:j.phillips@tamu.edu). The designated contact for Laserfiche shall be Brigitte Meiselman, 3545 Long Beach Blvd., Suite 110, Long Beach, California 90807, Telephone: (562) 304-8712, Email: [Brigitte.meiselman@laserfiche.com](mailto:Brigitte.meiselman@laserfiche.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 Laserfiche have a need to access Texas A&M's designated contact. Further, Laserfiche 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)).

## 5. **General.**

A. This 2021 Amendment and its attachments, together with the Agreement and all SOWs relating thereto, contain the sole and exclusive agreement between Laserfiche and Texas A&M relating to their subject matters. Should any of the terms of this 2021 Amendment conflict with the terms of the Agreement, the terms of this 2021 Amendment will control. Except as provided in this Amendment, all other provisions of the Agreement continue in full force and effect. This 2021 Amendment may not be modified or amended in any way by any purchase order, invoice, acknowledgment, or other form issued by one Party to the other in carrying out the transactions contemplated under this 2021 Amendment. Each Party hereby objects to any other terms contained on any such form; such other terms will not be a basis for any contract and neither Party should take any action or fail to take any action in reliance on such other terms. Any amendment or modification must be in writing and signed by both Parties.


B. Execution in Counterparts and Electronic Signatures. By executing this 2021 Amendment, the Parties agree to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents related to this 2021 Amendment. The Parties may execute this 2021 Amendment in counterparts, including PDF, facsimile or other electronic copies which collectively will constitute one instrument.


C. No Other Changes. Except as expressly modified by this 2021 Amendment, all other terms of the Agreement will remain in full force and effect and be incorporated by reference in this 2021 Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this 2021 Amendment to be executed by their duly authorized representatives as of the Effective Date.

COMPULINK MANAGEMENT CENTER, INC.  
(DBA "LASERFICHE")

TEXAS A&M UNIVERSITY

By: 

By: 

Name: Peter Wayman

Name: John W. Crawford

Title: Executive Vice President

Title: Vice President for Finance and Chief Financial Officer

Date: 8/27/2021 | 15:41:34 CDT

Date: 8/26/2021 | 11:44:16 CDT

Address: 3545 Long Beach Blvd.  
Long Beach, CA 90807

Address: 1182 TAMU  
College Station, TX 77843-1182

Telephone: (562) 988-1688

Telephone: (979) 845-0099

Email: [notices@laserfiche.com](mailto:notices@laserfiche.com)

Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)



### SCHEDULE 1

Texas A&M University – Laserfiche Shared Service (Customer #: 24165)  
 2162 TAMU  
 College Station, TX 77843-2162

**Subscription Expiration:** 08/31/2021

**Current Renewal Period:** 09/01/2021-08/31/2022

**Renewal Term:** 5 Years

The following schedule of prices reflect the Laserfiche Subscription renewal from 2021-2022 including a one-time discount of \$10,855.00:

#### Laserfiche Subscription Renewal for 2021-2022

Product	Description	Quantity	Total
JSENF3B	Laserfiche Full Named Users*	20,000	\$576,000.00
JSEDCOMB	Education User Licenses	500,000	\$80,000.00
JSCX1B	Scan Connect	10	\$1,000.00
EXP	Escrow Fee	1	\$1,640.00
	Discount		(\$10,855.00)
<b>Subscription Subtotal</b>			<b>\$647,785.00</b>
VIP Level 1	VIP Level 1 (80 Hours)	1	\$14,400.00
<b>Subscription and VIP Total</b>			<b>\$662,185.00</b>

The following schedule of prices reflect the Laserfiche Subscription annual renewal for the subsequent four (4) years covering 2022-2026, beginning Sept. 1 and ending Aug. 31 for each renewal period:

#### Laserfiche Annual Subscription Renewal (2022-2026)

Product	Description	Quantity	Total
JSENF3B	Laserfiche Full Named Users*	20,000	\$576,000.00
JSEDCOMB	Education User Licenses	500,000	\$80,000.00
JSCX1B	Scan Connect	10	\$1,000.00
EXP	Escrow Fee	1	\$1,640.00
<b>Subscription Subtotal</b>			<b>\$658,640.00</b>
VIP Level 1	VIP Level 1 (80 Hours)	1	\$14,400.00
<b>Subscription and VIP Total</b>			<b>\$673,040.00</b>





\*The **Enterprise** Subscription provides self-hosted software that includes access to a variety of Laserfiche functionality:

- Laserfiche Content Server support for MS SQL
- Unlimited Laserfiche Content Servers with up to 15 repositories per server
- Laserfiche Workflow
- Laserfiche Connector
- Laserfiche Forms
- Enterprise Forms Portal
- Public Portal with unlimited concurrent read-only user access
- Laserfiche Quick Fields Complete with Agent installation per Full User
- Records Management
- Laserfiche SDK
- Import Agent with Email Archiving
- Advanced Audit Trail
- Enterprise Identity Management
- Integration with DocuSign
- (3) replica sandboxes for development and testing use

All software, licenses, and documentation will be made available for download electronically through the Laserfiche Support Site.

### **Laserfiche Support**

Laserfiche classifies all work as such:

- **Support** covers defects in the core Laserfiche software.
- **Billable services** covers all non-support related issues.

Laserfiche will do the necessary research to determine a support issue's root cause. If the cause is not covered under **support**, all future work related to the issue will be treated as new **billable services** project.

Not covered under **support** are situations where something "breaks" resulting from a client trying to change the system, or a client needs Laserfiche's consultation to better understand the system.



**VIP:**

VIP is a package that is used for non-core product support. This VIP package can be used for integration support, system migrations, and other non-core product support not exceeding 20 hours at one time.

Here are the current VIP Package Rates which maybe adjusted from time to time:

- 24 Hours - \$5,400.00 (no discount)
- 40 Hours - \$8,100.00 (10% discount)
- 80 Hours - \$14,400.00 (20% discount)

LFC Professional Services (Blended Rate): \$225/hour

Please remit purchase order or billing approval to:

Brigitte Meiselman  
Solutions Manager  
Laserfiche  
562-988-1688 x138  
[brigitte.meiselman@laserfiche.com](mailto:brigitte.meiselman@laserfiche.com)

For billing inquiries and payment options please contact Ellen Castillo, x532, [ecastillo@laserfiche.com](mailto:ecastillo@laserfiche.com)

**EMPOWER PASSES**

Going forward, notwithstanding previous contractual agreements, TAMU will receive 25 complementary passes for each annual EMPOWER conference to provide its existing and potential new users.

**Certificate Of Completion**

Envelope Id: 0D0F1C1620764C21A0E3271EE38E9D63	Status: Completed
Subject: SIGNATURE request on Contract C2021-3915: 2021 Amendment	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Contract Administration
Time Zone: (UTC-06:00) Central Time (US & Canada)	100 Phoenix Drive
	Suite 111
	Ann Arbor, MI 48108
	contractadmin@tamu.edu
	IP Address: 199.188.157.82

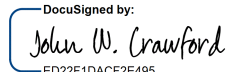
**Record Tracking**

Status: Original	Holder: Contract Administration	Location: DocuSign
8/26/2021 9:23:08 AM	contractadmin@tamu.edu	

**Signer Events**

John W. Crawford  
 crawford@tamu.edu  
 Chief Financial Officer  
 Security Level: Email, Account Authentication (None)

**Signature**


DocuSigned by:  
  
 ED22F1DACF2E495...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 107.77.218.167  
 Signed using mobile

**Timestamp**

Sent: 8/26/2021 9:50:44 AM  
 Viewed: 8/26/2021 11:43:42 AM  
 Signed: 8/26/2021 11:44:16 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/26/2021 11:43:42 AM  
 ID: 424d243e-02e3-4b61-a1bd-22ec4ce6d116

Peter Wayman  
 peter.wayman@laserfiche.com  
 Executive VP  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 B5C01F5616CE482...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 104.129.199.62

Sent: 8/26/2021 11:49:25 AM  
 Viewed: 8/26/2021 5:52:13 PM  
 Signed: 8/27/2021 3:41:34 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/26/2021 5:52:13 PM  
 ID: 2321a432-0255-402c-ba05-e0d7800ad998

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Wylie Strout (to forward to Peter Wayman)  
 wylie.strout@laserfiche.com  
 General Counsel  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/26/2021 11:49:26 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/26/2021 11:47:58 AM  
 ID: 36a83d1b-4436-49aa-894f-2018eadff7b8

Carbon Copy Events	Status	Timestamp
Brigitte Meiselman brigitte.meiselman@laserfiche.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/27/2021 3:41:36 PM Viewed: 8/27/2021 3:50:13 PM
Sarah Curylo scurylo@tamu.edu Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 7/8/2021 4:26:39 PM ID: d165a7d5-8ff6-471b-80d3-62d699894c19	<b>COPIED</b>	Sent: 8/27/2021 3:41:36 PM
Wes Wolfe swolfe3@tamu.edu Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/27/2021 3:41:36 PM
Tonya Laird t-laird@tamu.edu The Texas A&M University System Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/27/2021 3:41:37 PM
Sarah Curylo scurylo@tamu.edu Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 7/8/2021 4:26:39 PM ID: d165a7d5-8ff6-471b-80d3-62d699894c19	<b>COPIED</b>	Sent: 8/27/2021 3:41:37 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2021 9:50:44 AM
Certified Delivered	Security Checked	8/26/2021 5:52:13 PM
Signing Complete	Security Checked	8/27/2021 3:41:34 PM
Completed	Security Checked	8/27/2021 3:41:37 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, The Texas A&M University System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact The Texas A&M University System:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [identity@tamu.edu](mailto:identity@tamu.edu)

**To advise The Texas A&M University System of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [identity@tamu.edu](mailto:identity@tamu.edu) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [identity@tamu.edu](mailto:identity@tamu.edu) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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