

Lecturio

Offer for

ATM
MEDICINE
TEXAS A&M UNIVERSITY

Lecturio Inc., Tower 49, 12 East 49th Street, 11th floor, 10017 New York, NY

Paul Brandt
Texas A&M University
College of Medicine
3050 Health Professions Education Building
8447 Riverside Pkwy
Bryan, TX 77807

New York, August 15, 2018

Offer Learning Cloud, App and Content for Students

Dear Dr Brandt,

Please find attached an offer for your licence bundle including optional items such as a white label Texas A&M iOS and Android app and hosting your own content on the system. This offer is valid until August 31st, 2018.

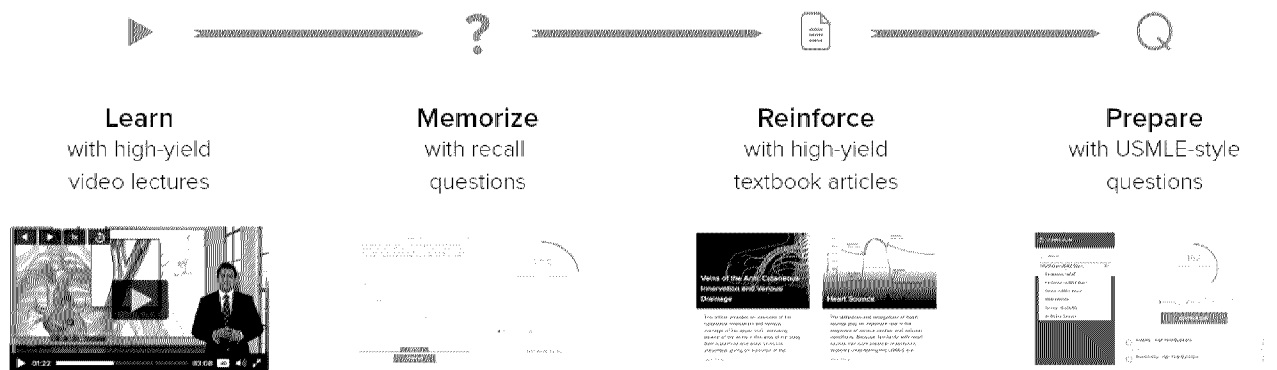
A reduction of 5% has been applied for the multi-year commitment & pre-pay, the further major advantage is that it implies the price remains flat for the contract period. For the app maintenance I have also included a reduced cost pre-pay option.

For questions, feel free to call me any time on +1 617 909 4402 or just send me an e-mail to stefan.wisbauer@lecturio.com.

Best regards,

Stefan Wisbauer
Managing Director, Lecturio

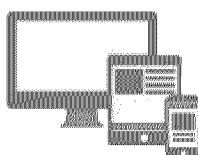
Your Single-Point Study Resource to master USMLE Step 1 and 2



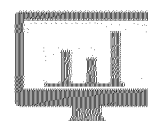
How does Lecturio work for medical schools?



You get your own and easy to administer online academy with your logo.*



You make the medical trainings available to your students. The courses are available on all devices.



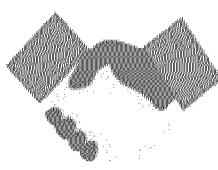
You can track learning participation and progress.

What will all this mean to your institution?



Increase Performance

Enable your medical students to become fluent in medical concepts and further increase their knowledge with high quality learning material.



Monitor & Coach

Monitor your students' performance and coach them on an individual level.



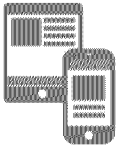
Strengthen Brand

Increase your institutional ranking and overall reputation.

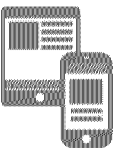
A. Content, Analytics and Support

Lecturio Medicine Flatrate	Nr of licences	Price per user per year	Price for contract period
275 Licences (access also works on the Lecturio Medical Videos Apps) including analytics access	275, split as below	\$299 \$284.05	\$78,113.75 Payable before launch
Validity July 2018 - Aug 2019	10		
Validity Sept 2019 - Aug 2020	45		
Validity Sept 2020 - Aug 2021	95		
Validity Sept 2021 - Aug 2022	125		

B. iOS and Android Texas A&M White Label Apps (OPTIONAL)

Service	Description	Price excl. VAT	Selection
 Creation individual Apps	<ul style="list-style-type: none"> ✓ Own Texas A&M app in Apple Appstore / Google Play Appstore ✓ University CI / Color adaptation ✓ Functionality matches Lecturio app (including offline learning) 	\$5,900.00 (one-time, per app)	iOS <input type="checkbox"/> Android <input type="checkbox"/>
Maintenance	<ul style="list-style-type: none"> ✓ Maintenance ✓ New functionalities 	\$5,900.00 (annually, per app)	Implicit
Apps Pre-Pay Option	<ul style="list-style-type: none"> ✓ Pre-Pay bundle option ✓ Creation plus maintenance iOS & Android until August 2022 	\$59,000.00 \$49,000.00	<input type="checkbox"/>

C. Course Creator Access, Texas A&M Video Streaming Cloud (OPTIONAL)

Service	Description	Price for contract period
 Course Creator	<ul style="list-style-type: none"> ✓ Ability to upload own video content (lectures, other) ✓ Ability to add learn control questions & additional learning materials ✓ Video CDN ✓ \$79-\$69 per student per year 	\$18,975.00

Contract duration. This contract is valid until August, 31 2022 and the contract will renew automatically for a further 12 months if not cancelled in writing 3 months before. Lecturio will notify any price changes for subsequent years at the latest 4 months before the end of the contract period in writing (email being sufficient) and Lecturio has the right to terminate the contract up to 3 months before any renewal.

Travel & expenses. If employees of Lecturio undertake travel in connection with the project, expenses are compensated based on the provided copies of receipts as follows: economy class rail or air travel, driving charges USD 0.60 per mile, hotel charges and daily allowances of USD 39 daily. Travel times count as working time.

Copyright. The client is not allowed to copy or recreate the content or violate Lecturio's copyright in any other way. Both parties assure that they don't have assigned any rights for the content to third parties that hinder the contractual use. They also assure that the rights that are to assign are not transferred in whole or in part to a third party.

Governing Law. This Order shall be governed by and construed and enforced in accordance with the laws of the State of Texas, excluding its choice of law rules and, to the extent applicable, the copyright laws of the United States of America. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Texas.

Mediation. If the efforts that are made by the parties to resolve any conflict fails, they agree to enter into a serious resolution effort with the help of a professional mediator registered with the American Arbitration Association before any legal steps are taken.

Taxes. No federal excise taxes, or state or local taxes shall be included in any invoice. The Deliverables covered by this Order are exempt from such taxes. Upon request, client will issue an exemption certificate to Vendor.

Non-Discrimination. Vendor hereby represents that it is an Equal Opportunity Employer. The provisions of 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-741.5(a), and 29 C.F.R. Part 470 are, if applicable, hereby incorporated by reference.

508 Compliance. Lecturio agrees, with respect to the platform provided by Lecturio under this Agreement, to work toward compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 12101 et seq. and Section 504 and 508 of the Rehabilitation Act 29 U.S.C. 701 et seq. as those laws apply to the Organization and meet current Web Content Accessibility Guidelines set forth by the World Wide Web Consortium (w3C), and to use commercially reasonable efforts to address any complaint related to compliance with 508 accessibility requirements of its software under this Agreement that has been identified and brought to the attention of Lecturio.

Use of Name. Client hereby gives consent for Lecturio to show the name, insignia, or symbols of client on its website and other materials as a client, any press releases are to be coordinated with client.

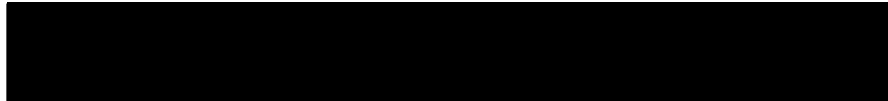
Entire Agreement. This Order constitutes the entire agreement between the parties and client shall not be bound by any other terms, absent a written modification or other agreement signed by the parties. Acceptance of this Order constitutes acceptance of all conditions herein stated.

Validity. This offer is valid until August 31, 2018.

Order

Texas A&M University Health Science Center
College of Medicine
3050 Health Professions Education Building
8447 Riverside Pkwy
Bryan, TX 77807

We confirm the binding order of the selected services.



Location, Date

Texas A&M University Health Science Center