

MASTER AGREEMENT – AMP SAAS HOSTED LICENSING

THIS MASTER AGREEMENT (this “Agreement”) is made and entered into this 1st day of December, 2021 (the “Effective Date”) by and between ZAP Development, Inc. a Pennsylvania corporation doing business as ZAP Solutions, Inc., with an address at PO Box 61029, Pittsburgh, Pennsylvania 15212 (“ZAP”) and Texas A&M University Health Science Center, a health related institution under the administration of Texas A&M University (“TAMU”), a member of the Texas A&M University System (the “A&M System”) and an agency of the state of Texas, on behalf of the College of Medicine, with an address at 8447 Riverside Parkway, Bryan, TX 77807 (“Customer” or “TAMHSC”). ZAP and Customer are each individually sometimes referred to as a “Party” and collectively sometimes referred to as the “Parties”.

ZAP provides AMP SAAS, a SAAS based admissions/enrollment management software system (the “System”) which consists of admissions related functionality and technology hosted by a third party and accessed remotely, via the cloud. ZAP also provides professional services related to implementation, installation, and configuration of the System. The parties have agreed that ZAP will provide the System to Customer, as well as such professional services as the parties may agree, now and pursuant to future statements of work.

ZAP and Customer agree that this Agreement shall serve as a master agreement with respect to one or more Schedules attached to this Agreement from time to time. Each Schedule will set forth the applicable products and services, fees, and other applicable terms, which shall be valid only when signed by ZAP and by Customer. Each Schedule shall be deemed to incorporate all of the terms and conditions of this Agreement; provided that in the event of conflicting terms, the Schedule shall take precedence. The grant of any license by ZAP under this Agreement is expressly conditioned on Customer's acceptance of the terms and conditions in this Agreement and ZAP will not accept any different or additional terms and conditions, whether contained in Customer's purchase order or otherwise.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS:**

1.1 Customer Data shall mean any data that Customer or its End Users upload to the System.

1.2 Documentation shall mean ZAP's then-current published user guides and manuals for the applicable Software and Services.

1.3 End Users shall mean any entity or person on whose behalf Customer registers to use the System, or other third parties to whom Customer gives access to the System.

1.4 Go Live Date shall mean the date at which Customer has concluded end-user testing, ZAP has prepared the production environment, Customer has become familiar with the System, and at which point the Customer End Users access the production environment with production data.

1.5 Personally Identifying Information shall mean information that is contained in Customer Data and alone or in conjunction with other information identifies an individual, including without limitation, personally identifiable information as such term is defined in FERPA (as defined herein).

1.6 Professional Services shall mean such ZAP services related to implementation, installation, and configuration of the System as are set forth in a Schedule.

1.7 Schedule shall mean a statement of work attached hereto, incorporated herein by reference, and executed by each Party.

1.8 Services shall mean the Professional Services, Support Services, and all training, maintenance, consulting or other ZAP services listed on a Schedule.

1.9 Software shall mean the machine-readable object code version of certain computer programs, including any related Updates thereof, that is included in the System, all of which is described in one or more Schedules.

2. **USE OF THE SYSTEM:**

2.1 Use of the System. During the applicable Subscription Term (as defined on the applicable Schedule), Customer may access and use the System pursuant to the terms of any outstanding Schedule, including such features and functions as the Schedule requires. All right, title to and interest (including all intellectual property rights) in the Software, System, and Services remains exclusively with ZAP.

2.2 Restrictions. The rights granted in Section 2.1 are subject to the following further restrictions:

i. Description of the System and System fees shall be in effect for the applicable Subscription Term and set forth in Schedule A. Service Level Agreement terms for System are set forth in Schedule B.

ii. Except as otherwise set forth below in Section 2.2(iv), Customer shall not use the System for the benefit of any other third party or attempt to reverse engineer or decompile the System. Customer shall not create derivative works based on the System; copy, frame or mirror any part or content of the System, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; access the System in order to build a competitive product or service; or access such System for any benchmarking purposes.

iii. Except as otherwise stated herein, Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired Customer Data; use commercially reasonable efforts to prevent unauthorized access to or use of the System by keeping its user IDs and passwords for the System confidential and its internal systems and networks secure and free from unauthorized access, and notifying ZAP promptly of any such unauthorized access or use; and use the System only in accordance with this Agreement, the documentation and applicable laws and regulations. Customer shall not sublicense, sell, resell, rent or lease the System; knowingly or intentionally use the System to store or transmit malicious code, infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; knowingly or intentionally interfere with or disrupt the integrity or performance of the System or third-party data contained therein; or attempt to gain unauthorized access to the System or their related systems or networks.

iv. Customer shall use, and shall ensure that only authorized individual End Users use, the System solely for the purposes of Customer. Customer shall notify ZAP in writing as soon as is reasonably practicable if Customer becomes aware of any unauthorized use of the whole or any part of the System by any person or other entity.

v. The use of the System by Customer shall be governed solely by the terms and conditions of this Agreement.

2.3 Acceptance. The System shall be deemed accepted by Customer on the Go Live Date.

2.4 Acceptable Use. Customer acknowledges and agrees that ZAP does not monitor or police the content of communications or Customer Data, and that ZAP shall not be responsible for the content of any such communications or transmissions. Customer shall use the System

exclusively for authorized and legal purposes, in all material respects in compliance with all applicable laws and regulations. Customer agrees to exercise reasonable care to not post or upload content which contains viruses or malicious code. Customer agrees not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening that is not otherwise protected speech; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iii) otherwise violates in any material respect any applicable law. Customer further agrees to use its reasonable efforts (i) not to interfere or disrupt networks accessing the System, (ii) not to interfere with another entity's use and enjoyment of similar services and (iii) to comply in all material respects with all reasonable written regulations, policies and procedures of networks connected to the System that are provided to Customer reasonably in advance. ZAP may remove any violating content posted in using or transmitted through the System that ZAP reasonably determines violates this Section 2.4, but only upon reasonable advance notice to Customer and after Customer has had an opportunity to remove the offending content. ZAP may suspend or terminate any End User's access to the System upon notice in the event that ZAP reasonably determines that such user has violated the terms and conditions of this Agreement.

Customer is responsible and liable, to the extent provided under Texas law, for its use and other End Users' use of the System, including without limitation, (a) unauthorized End User conduct and any End User conduct that would violate the Acceptable Use provisions or the requirements of this Agreement applicable to Customer; and (b) any unauthorized use of the System through Customer's account resulting from Customer or End User's negligence or willful misconduct.

3. **PROFESSIONAL SERVICES.**

3.1 Provision of Professional Services. ZAP shall provide the Professional Services, and Customer shall provide assistance and cooperation as reasonably necessary to facilitate the Professional Services as called for in a Schedule.

3.2 Deliverables.

- i. **Acceptance & Rejection.** Deliverables listed on a Schedule ("**Deliverables**") will be considered accepted ("**Acceptance**") (a) when Customer provides ZAP written notice of acceptance or (b) 30 days after delivery, if Customer has not first provided ZAP with written notice of rejection. Customer may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable Schedule and only via written notice setting forth the nature of such deviation. In the event of such rejection, ZAP shall correct the deviation and redeliver the Deliverable within 30 days. After redelivery pursuant to the previous sentence, the Parties shall again follow the acceptance procedures set forth in this Subsection 3.2(i). This Subsection 3.2(i), in conjunction with Customer's right to terminate for material breach where applicable, sets forth Customer's only remedy and ZAP's only liability for failure of Deliverables.
- ii. **Incorporation of Deliverables.** Upon Acceptance, each Deliverable will constitute an element of the System, as specified in the applicable Schedule, and will thereafter be subject to this Agreement's terms regarding the System, including without limitation, license and indemnity terms. ZAP retains ownership of all Deliverables, and Customer receives no right, title, or interest in or to Deliverables except as specifically set forth in this Agreement.

4. **CUSTOMER DATA & PRIVACY.**

4.1 Use of Customer Data. Unless it receives Customer's prior written consent, ZAP: (a) shall not access, process, or otherwise use Customer Data other than as necessary to perform its obligations under this Agreement; and (b) shall not grant or permit any third-party access to Customer Data, including without limitation, ZAP's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement consistent with the terms of this Agreement. Notwithstanding the foregoing, ZAP may disclose Customer Data as required by applicable law or by proper legal or governmental authority. ZAP shall give Customer prompt notice of any such legal or governmental demand and reasonably

cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

4.2 Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks except as expressly set forth herein. Except as expressly set forth herein, ZAP offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

4.3 Data Accuracy. ZAP shall have no responsibility or liability for the accuracy of Customer Data.

4.4 Data Deletion. ZAP may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, provided that, ZAP provides Customer with at least 10 days advance written notice of such deletion.

4.5 Aggregate & Anonymized Data. Notwithstanding the provisions in this Article 4, ZAP may use, reproduce, or otherwise exploit Aggregate Data to improve its Services or the System or for its other internal business purposes. "**Aggregate Data**" shall mean de-identified Customer Data that has had all Personally Identifying Information removed, including without limitation, the names, addresses, email addresses, telephone numbers, and dates of birth of Customer and any of its End Users.

4.6 FERPA. Customer hereby designates ZAP as a "school official" with a legitimate educational interest in Customer's education records, as defined in the Family Educational Rights and Privacy Act ("FERPA"), to the extent ZAP requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Customer has policies, rules, and procedures binding on Customer's school officials generally, including without limitation, those policies and procedures available at <https://registrar.tamu.edu/Catalogs,-Policies-Procedures/FERPA/FERPA-for-Faculty-Staff>, those policies, rules, and procedures will apply to ZAP only to the extent (i) as is relevant to compliance by ZAP and Customer with FERPA, and (ii) they are communicated to ZAP in writing with reasonable prior notice. ZAP shall: (a) comply with FERPA as to any such education records, including without limitation, abiding by FERPA's limitations on re-disclosure of personally identifiable information in education records; (b) not use or disclose education records created or received from, by, or on behalf of Customer, its End Users or its students for any purpose other than the purpose for which such disclosure is made; and (c) not use or disclose such education records except as permitted under this Agreement or as authorized by FERPA or Customer in writing.

4.7 Personally Identifying Information.

- i. ZAP shall comply with all laws, rules, and regulations applicable to its performance of its obligations under this Agreement and the Personally Identifying Information, including without limitation, all data privacy and information-security related laws, rules, and regulations such as the Texas Identity Theft Enforcement and Protection Act (collectively, "**Applicable Laws**").
- ii. ZAP shall hold Personally Identifying Information in confidence. ZAP shall only use or disclose Personally Identifying Information for the purpose of fulfilling ZAP's obligations under this Agreement, as required by law, or as otherwise permitted by this Agreement or authorized in writing by Customer. ZAP shall restrict disclosure of Personally Identifying Information solely to those employees, subcontractors or agents of ZAP that have a need to access Personally Identifying Information in order for ZAP to perform its obligations under this Agreement. ZAP shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on ZAP in this Section 4.
- iii. ZAP shall develop, implement, maintain, and use appropriate, commercially reasonable administrative, technical, and physical

security measures to preserve the confidentiality, integrity, and availability of Customer Data, including without limitation, Personally Identifying Information.

- iv. ZAP shall, within five (5) business days of discovery, report to Customer any use or disclosure of Personally Identifying Information not authorized by this Agreement or in writing by Customer. ZAP's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Personally Identifying Information used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what ZAP has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action ZAP has taken or will take to prevent future similar unauthorized use or disclosure. ZAP shall provide such other information, including a written report, as reasonably requested by Customer.
- v. To the extent permitted by applicable law, ZAP must promptly notify Customer of any legal request for Personally Identifying Information from a third party and take (and assist Customer in taking) reasonable steps, at Customer's expenses, not to disclose such Personally Identifying Information. Customer will pay ZAP's expenses related to any legal request for Personally Identifying Information provided the costs do not exceed the value of the this Agreement.
- vi. Within thirty (30) days of the expiration or termination of this Agreement, ZAP, upon the request by Customer, shall return all Personally Identifying Information to Customer in its possession (or in the possession of any of its subcontractors or agents) or delete all such Personally Identifying Information at ZAP's discretion, except as otherwise required by applicable law or ZAP's reasonable data retention policies. ZAP shall provide Customer with at least ten (10) days' written notice of ZAP's intent to delete such Personally Identifying Information, and shall confirm such deletion in writing.

5. TERM AND TERMINATION: This Agreement shall commence on the Effective Date and shall continue in full force until terminated as provided herein (the "**Term**"), provided that, the maximum Term for this Agreement shall not exceed five (5) years unless otherwise mutually agreed by the Parties.

5.1 Termination by ZAP. This Agreement, access to the System, and any Schedules may be terminated immediately by ZAP by giving notice in writing to the Customer if:

- i. The Customer has a receiver, or an administrative receiver appointed, or the Customer becomes subject, as debtor, to the jurisdiction of any bankruptcy court, enters into any voluntary arrangement with its creditors or ceases, threatens to cease to carry on business or any of the foregoing occurs under a local law equivalent. Any termination under this Section 5.1(i) shall relieve ZAP of the obligation for the performance of this Agreement;
- ii. The Customer fails to pay within thirty (30) days of its due date, or within any agreed period of grace, any sum due under this Agreement or any Schedule; or
- iii. The Customer commits any material breach of any other term of this Agreement which is not remedied within thirty (30) days of a written request to do so.

5.2 Termination by Customer. This Agreement or any Schedule may be terminated by Customer:

- (i) upon material breach of any obligation by ZAP which is not cured within 30 days from notice in writing to ZAP;
- (ii) in whole or in part, for convenience or with or without cause upon 30 days prior written notice to ZAP; or

Both Parties hereby acknowledge that Customer is prohibited from pledging the credit of the State. If the source of payment for charges payable hereunder no longer exists or are determined to

be insufficient, this Agreement shall terminate without further obligation of Customer as of that moment. The determination by Customer as to the occurrence of the events stated in this Section 5.2(ii) shall be conclusive.

5.3 Effect of Termination.

- (i) Any termination under Section 5.1 and 5.2 shall relieve ZAP of the obligation of further performance with respect to the System and any support services listed on a Schedule ("**Support Services**") under this Agreement. Termination of this Agreement shall not affect any accrued rights or liabilities of either Party or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.
- (ii) Subject to the provisions of Sections 6 and 7, termination of this Agreement shall not limit either Party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under any Schedule or this Agreement. The parties' rights and obligations under Sections 6, 7, 9, and 10.4 shall survive termination of this Agreement.

5.4 Duties upon Termination. Upon termination, for any reason whatsoever of this Agreement or a license for a particular System under this Agreement, Customer shall (i) cease using the applicable System, Documentation, and related Confidential Information of ZAP as defined in Section 10, and (ii) certify to ZAP within five (5) days after termination that Customer has destroyed, or has returned to ZAP, the System, Documentation, related Confidential Information of ZAP, and all copies thereof, whether or not modified or merged into other materials other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. Customer may also securely retain one copy of materials embodying ZAP Confidential Information, excluding the System, in its files solely for record purposes. Any ZAP Confidential Information so retained shall remain subject to the terms of Section 10.4 notwithstanding the termination of this Agreement.

5.5 Intellectual Property Rights. Except as otherwise provided for or required by law, Customer further acknowledges and agrees that the System and Documentation is a confidential, proprietary, trade secret and copyrighted work of ZAP, and any use of the System beyond the terms of this Agreement may constitute an infringement of such rights entitling ZAP to seek all remedies available to it, including, but not limited to, those remedies under Title 17 of the United States Code with respect to copyright infringement.

6. WARRANTIES AND REMEDIES:

6.1 Limited Warranties and Exclusions.

- (i) **Limited Software Warranty.** ZAP warrants that the System containing each Software program will perform substantially according to the functional specifications in the Documentation and ZAP's marketing materials. If Customer notifies ZAP of any such substantial nonconformance within the Term, ZAP's entire liability and Customer's sole and exclusive remedy shall be to replace the applicable Software. This paragraph states Customer's sole and exclusive remedies and ZAP's entire liability for breach of this paragraph.
- (ii) **Limited Services Warranty.** ZAP warrants that any Services by ZAP pursuant to this Agreement, including Support Services, shall be performed by qualified personnel in a professional manner consistent with generally accepted industry standards. After notice from Customer within the Term, ZAP shall re-perform the Services, or if ZAP is unable to perform the Services as warranted, Customer shall be entitled to recover the fees paid to ZAP for the non-conforming Services. This paragraph states Customer's sole and exclusive remedies and ZAP's entire liability for breach of this warranty.
- (iii) **EXCLUSIONS.** THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL

OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, NON-INFRINGEMENT, OR WARRANTIES FROM A COURSE OF DEALING OR USE OF TRADE. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE DOCUMENTATION, NO REPRESENTATIONS HAVE BEEN MADE RESPECTING THE SYSTEM OR SOFTWARE, THE SERVICES, OR ANY OTHER GOODS OR SERVICES PROVIDED, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT INCLUDED IN THIS AGREEMENT. ZAP DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT THE SYSTEM OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS; OR THAT THE SOFTWARE WILL OPERATE IN COMBINATIONS WITH OTHER HARDWARE, SOFTWARE, SYSTEMS, OR DATA NOT PROVIDED BY ZAP EXCEPT AS PROVIDED IN THIS AGREEMENT OR THE DOCUMENTATION.

6.2 Warranties and Covenants of Customer. Customer represents, warrants, and covenants to ZAP that Customer has the full power and authority to enter into this Agreement and perform its obligations hereunder, and such ability is not limited or restricted by any agreements or understandings between Customer and other persons or companies.

7. LIMITATION OF LIABILITY:

7.1 IN NO EVENT SHALL ZAP BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOST GOODWILL, LOST BUSINESS, OR DOWN TIME, INCURRED BY CUSTOMER AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR ANY NEGLIGENCE IN CARRYING OUT THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ZAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, ZAP SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST CUSTOMER BY THIRD PARTIES. ZAP SHALL NOT BE LIABLE FOR THE COSTS OF RESTORING OR REBUILDING ANY OF CUSTOMER'S DATA FILES WHICH MAY BE LOST OR DAMAGED DUE TO PROGRAM MALFUNCTIONS OR OTHERWISE. ZAP'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER (EXCLUDING EXPENSE REIMBURSEMENT) UNDER THIS AGREEMENT. Customer accepts this provision to the extent permitted by the Constitution and laws of the State of Texas.

8. PAYMENT PROVISIONS:

8.1 Fees. All fees for licenses and/or Services shall be set forth in each applicable Schedule and shall be payable sixty (60) days from the date of ZAP's invoice and shall be non-refundable except (i) as otherwise provided in this Agreement (ii) for any fees for Services paid in advance of termination which Services have not been rendered or provided on or before the effective date of such termination. Payment from Customer will be due thirty (30) days from the date Customer receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

8.2 Out-of-Pocket Expenses. In addition to all applicable fees, if so agreed in advance in a Schedule, Customer shall reimburse ZAP for actual, reasonable out-of-pocket expenses incurred by ZAP in the performance of any Services under this Agreement. Travel expenses will be based on Customer's travel rates.

8.3 Taxes. As an agency of the State of Texas, Customer is tax exempt. Tax exemption certification will be furnished to ZAP upon request.

9. INDEMNIFICATION:

9.1 Intellectual Property Rights Indemnity. ZAP agrees to indemnify and hold harmless Customer and its employees, agents, servants and assigns, from and against any costs and damages awarded against Customer by a court pursuant to a final judgment as a result of,

and defend Customer against, any claim of infringement of any U.S. patent or copyright or misappropriation of any trade secret related to the System. ZAP's obligations set forth in this Section 9.1 do not apply to the extent that a claim arises out of: (a) Customer's breach of this Agreement or other negligence or willful misconduct by Customer; (b) revisions to the System components made without ZAP's written consent; (c) Customer's failure to incorporate System updates or upgrades that would have avoided the alleged infringement, provided ZAP offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) ZAP's modification of System in compliance with specifications provided by Customer, including without limitation, Deliverables to the extent created based on such specifications; (e) any Deliverable, if the Schedule or a disclosure provided at or before delivery states that such Deliverable incorporates third party software or other assets; or (f) use of the System in combination with hardware or software not provided by ZAP where the System alone would not be infringing, and where such combination is not reasonably anticipated in the Documentation or ZAP's marketing materials.

9.2 Infringement and Misappropriation Remedies. In the event of an infringement or misappropriation claim as described in Section 9.1 above arises, or if ZAP reasonably believes that a claim is likely to be made, ZAP, at its option, may: (i) modify the applicable Software provided under the Services so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Software with material that is non-infringing but functionally equivalent; or (iii) obtain for Customer the right to use such Software upon commercially reasonable terms; or (iv) remove the infringing or violative Software and refund to Customer the fees received for such Software that are the subject of such a claim based on a five (5) year straight line depreciation. ZAP shall have no obligation under this Section 9.2 or other liability for any infringement or misappropriation claim resulting or alleged to result from (1) any aspect of Customer's software, documentation or data which existed prior to ZAP's performance of Services or (2) Customer's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement. This Section 9 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

9.3 Customer Indemnification. Customer, to the extent allowed by the Constitution and laws of the State of Texas, shall indemnify and defend ZAP against any "**Indemnified Claim**," meaning any third party claim, suit, or proceeding to the extent caused by Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims related to unauthorized disclosure or exposure by Customer of Customer Data; (b) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System by Customer or its End Users, including without limitation, by Customer Data; (c) claims that use of the System by Customer or its End Users harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising; and (g) claims related to the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees. "Indemnified Claims" do not include any claim, suit, or proceeding to the extent negligently or intentionally caused by ZAP.

9.4 Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 9 will not apply unless Customer (i) promptly notifies ZAP of any matters in respect of which the indemnity may apply and of which Customer has knowledge (except that Customer's failure to promptly notify ZAP will only relieve ZAP of its obligations under this Section 9 to the extent that ZAP is prejudiced by the delay); (ii) subject to the consent of the Attorney General of the State of Texas, gives ZAP full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that ZAP shall not settle any such claim or action without the prior written consent of Customer (which shall not be unreasonably withheld or delayed); and (iii) cooperates with ZAP, at ZAP's cost and expense in the defense or settlement thereof. Customer may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9.5 Survival. The obligations set forth in this Section 9 will survive termination or expiration of this Agreement by either Party for any reason.

10. GENERAL TERMS:

10.1 Incorporation of schedules. All Schedules shall reference this Agreement and shall, upon signature by both Parties, be deemed to incorporate all applicable terms of this Agreement.

10.2 Retention of Rights. ZAP reserves all rights not expressly granted to Customer in this Agreement. Title to the System and Documentation shall remain in ZAP at all times.

10.3 Third Party Users. Customer is responsible for ensuring that any such third-party usage of the System on their behalf is in accordance with all terms and conditions of this Agreement.

10.4 Confidentiality and Non-Disclosure. Each Party may have access to information that is confidential to the other Party ("**Confidential Information**"). Confidential Information shall include, but not be limited to, the System, Documentation, Customer Data (excluding any Personally Identifying Information contained therein), formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, and all other information clearly identified in writing at the time of disclosure as confidential. Confidential Information includes all information received from third parties that either Party is obligated to treat as confidential and oral information that is identified as confidential. For the avoidance of doubt, Confidential Information does not include Personally Identifying Information, which shall be governed by Section 4 hereof. The term "receiving party" refers to the Party receiving Confidential Information from the other.

Confidential Information shall not include information that (i) is or becomes readily available to the public through no breach of obligation by the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party without use of or reference to the other Party's Confidential Information; or (v) is required to be disclosed by law or valid court order or other governmental authority; *provided, however, that* if feasible, the responding party shall first have given notice to the other Party and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. The fact that this Agreement exists is not Confidential Information and ZAP may refer to Customer as ZAP's customer in sales calls, customer lists, and other similar external communications so long as all statements as to Customer are, in context, factual and not misleading and do not imply an endorsement by Customer.

The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except third parties who are defined hereunder: counsel, consultants, subcontractors or agents of the receiving party who have a need to know, have been instructed that it is Confidential Information, and who have executed a non-disclosure agreement consistent with this Section 10.4 for such disclosure. The Parties further agree not to use each other's Confidential Information for any purpose other than in the performance of this Agreement. Each Party agrees to take the same measures to protect the Confidential Information of the other Party that it takes to protect its own information of comparable sensitivity, but in no event less than reasonable care. The Parties agree to hold each other's Confidential Information in confidence during the Term of this Agreement and for a period of five (5) years thereafter; provided however that with respect to System object code and source code, and any of ZAP's reference manuals, the non-disclosure obligations set forth herein shall continue indefinitely. Each Party acknowledges and agrees, that due to the unique nature of Confidential Information, there may be no adequate remedy at law for breach of this Section 10.4 and that such breach may cause irreparable harm to the non-breaching Party; therefore, the non-breaching Party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement. Notwithstanding anything to the contrary in this Section 10.4, the Parties acknowledge that Customer may be required to disclose certain information as may be required by applicable laws.

10.5 Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law provisions, and the patent and copyright provisions of federal law.

10.6 Notices. All notices required to be sent hereunder shall be in writing and shall be delivered in person, by confirmed facsimile, or mailed with first class postage to the respective address set forth below to the attention of the signatory of this Agreement or to such other address and individual as a Party may specify from time to time by written notice to the other Party.

If to Customer: Texas A&M College of Medicine

Attn: Associate Dean for Finance & Administration
8447 Riverside Parkway
Bryan, TX 77807

With a copy to: Texas A&M University Health Science Center
Attn: Vice President & Chief Financial Officer
8441 Riverside Parkway, Suite 3100
Bryan, TX 77807

If to ZAP: ZAP Solutions, Inc.
Attn: Zach Hraber, President
P.O. Box 61029
Pittsburgh, PA 15212

with a copy to: Daniel J. Smith, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
Facsimile No.: 412-566-6099

10.7 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such decision shall not affect the validity or enforceability of the Agreement or any of the remaining provisions and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

10.8 Waiver. The waiver by either Party of any right, claim, default or breach of this Agreement will not constitute a waiver of any other or subsequent right, claim, default or breach. No right, power, or remedy conferred upon or referred by either Party is exclusive of any other right, power, or remedy available to that Party, and the rights, powers and remedies shall be cumulative. No action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. ZAP expressly acknowledges that Customer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law

10.10 Relationship Between the Parties. ZAP is an independent contractor; nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither Party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.11 Entire Agreement. This Agreement, together with any signed Schedule, each of which is incorporated herein by reference, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous proposals, agreements or representations, written or oral, concerning the subject matter of this Agreement and such Schedules. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No act, document, usage or custom shall be deemed to amend or modify this Agreement.

10.12 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 commercially reasonable 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

10.13 Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

10.14 Headings. Headings to Sections are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.15 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

10.17 Delinquent Child Support Obligation. Under Section 231.006, *Texas Family Code*, ZAP certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The foregoing clause shall remain inapplicable unless or until ZAP becomes a sole proprietorship, or has a partner, shareholder, or owner or with a partnership of at least 25%.

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

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

10.20 Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, ZAP certifies ZAP (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. ZAP acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

10.22 Prohibition on Contracts Related to Persons Involved in Human Trafficking. A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

10.23 Public Information Act. ZAP acknowledges that TAMHSC 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 TAMHSC's written request, ZAP will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of TAMHSC. ZAP acknowledges that TAMHSC 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 ZAP agrees that this Agreement can be terminated if ZAP knowingly or intentionally fails to comply with a requirement of that subchapter.

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

10.25 Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMHSC shall be in the County in which the primary office of the chief executive officer of TAMHSC is located. At the execution of this Agreement such county is Brazos County, Texas.

10.26 Audits. ZAP 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*. ZAP agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

10.27 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 TAMHSC and ZAP to attempt to resolve any claim for breach of contract made by ZAP that cannot be resolved in the ordinary course of business. ZAP shall submit written notice of a claim of breach of contract under this Chapter to the Vice President & Chief Financial Officer of TAMHSC, who shall examine ZAP's claim and any counterclaim and negotiate with ZAP in an effort to resolve the claim.

10.28 Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of Customer (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Customer'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 Customer except to the extent authorized by the Constitution and laws of the State of Texas. Neither the execution of this Agreement by Customer nor any other conduct, action, or inaction of any representative of Customer relating to this Agreement constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity to suit.

10.29 Certain Contracts and Bids Prohibited. Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the

specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

10.31 **Execution.** By executing and/or accepting this Agreement, ZAP and each person signing on behalf of ZAP 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 TAMHSC 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their authorized representatives.

ZAP SOLUTIONS, INC.

Zach Hraber
By: _____
Name: _____
Title: _____
Date: _____

Digitally signed by Zach Hraber
DN: cn=Zach Hraber, o=ZAP Solutions, ou,
email=zach@zapsolutions.com, c=US
Date: 2021.12.08 11:07:32 -05'00'

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

Jeffery T. Burton
By: _____
Name: Jeff Burton, CPA
Title: Vice President & Chief Financial Officer
Date: 11/19/2021 | 16:04:37 CST

DocuSigned by:

A40954436043409...

STATEMENT OF WORK/SCHEDULE A

The following Schedules, or Statements of Work, which are attached hereto, are made a part of the agreed upon Master Agreement by this reference.

SCHEDULE A

The following Schedule includes a high-level description of the System provided by ZAP as well as fees associated with using System.

PROJECT OVERVIEW

AMP SAAS is a SAAS based enrollment management platform that assists your admissions team with managing and processing your applications and data. The system is a secure, role-based web application for the tracking and managing of applicants across every critical step in your workflow:

Prospect Management (optional module) » TMDAS Integration » secondary application + fee processing » screening » interview (if applicable) » committee review » admit/reject/wait list » accepts/declines/pre-matriculation requirements

AMP offers many features and benefits from a productivity standpoint to financial and user satisfaction considerations.

Benefits to Programs / Schools:

- Streamline the unique business processes in each program through the use of business rules, record access accounts and internal fields.
- Easy-to-use and professional looking system increases prestige and image of the program, thereby attracting more top candidates.
- Flexibility to incorporate program-level application requirements, branding, and messaging via the applicant portal
- Real-time uniform reports from all participating schools and programs; Centralized viewing and reporting of all applicant data
- Powerful data analytics across all participating programs enable assessment of recruitment strategies at institution and program level
- Business intelligence tools that provide year-over-year statistics
- Integration with central application services (TMDAS) and internal/external student information systems (SIS) such as Ellucian, PeopleSoft, etc., and reduces administrative costs associated with data transfer and management.
- Real-time credit card processing for application fees and acceptance deposits
- Online (paperless) system reduces/eliminates the costs associated with printing paper copies
- Annual licensing fee model provides for minimized up-front investment.

Benefits to Administrators:

- Reduce internal support issues and achieve economies in back-office processing by providing an array of administrative workflow functionality available to all users.
- Seamless integration to TMDAS data with web-based Access to applicant documents (e.g. LORs, etc.). Applications, evaluations, and documents are seamlessly integrated as part of the applicant's electronic record and supplemental documents are all stored and integrated as part of the applicant's local electronic file.
- Real-time applicant access, school defined admissions statuses, and onscreen activity channels to easily manage admissions cycles
- Role-based permissions management; control rights on a user-by-user basis to features, programs, fields, and various aspects of a student's application
- Powerful analytics capabilities that provide the ability to query and segment the applicant data in a variety of ways, creating groups of applicants with similar characteristics for analysis, processing, and reporting.
- Ability to view verified coursework in a standardized electronic format and create customized GPAs by subject areas, academic levels, or individual classes.
- Assign applicants – individually or in batches – to faculty and interviewers for online review, comment, and scoring; Ability to customize evaluation and scoring forms
- Robust and easy-to-use centralized communications functionality providing ability to customize and maintain a historical log of communication activity with prospective students from inquiry through every phase of the admissions cycle
- Configurable analytical tools score and rank applicants automatically; Build one or more rubrics to score applicants on both subjective and objective criteria.
- Dynamic calendar functionality allows you to schedule and manage interviews through set-up and enrollment management; Publish availability so that applicants can select interview dates and times over the internet.
- Create ERP Friendly Exports and Reports; Create export files and reports with the data elements, applicants, and file format that your program needs to compare applicants and to integrate with your ERP systems

Benefits to Applicants:

- Easy-to-use and efficient system allows applicants to complete their applications more quickly.
- Self-service online application status allows applicants to log-in to their application account and view their current status anytime, anywhere.
- Personalized Applicant Module communications hub enables ongoing communications between applicant and admissions staff

DELIVERABLES

1. User Interface and Security

AMP provides an intuitive, easy-to-use, easy-to-update user interface for all user groups of the system, including applicants, applicant recommenders, faculty screeners, faculty interviewers, review committee members and system administrators.

The interface will be configured to include the banner and graphical heading of Customer's specifications and desired branding. A tab-based interface will be provided for grouping similar functionality and divided among user groups. The tabs are also used to control and restrict access to specific functionality, where access to specific tabs will be limited to the appropriate role.

A role-based security architecture will be developed to handle security and access for administrators, applicants, faculty, and committee members. The system will be used through a standard web browser (we recommend the highest level of web browsers) and a secure connection (https).

Security for all external users of the system (Applicants) will be controlled through the internal AMP database utilizing the applicant's email address and a system generated password. ZAP will work with IT personnel to utilize internal security architecture (LDAPS) for all internal users of the system, if applicable. Additional modifications may be needed to incorporate internal security architecture into the login and security architecture.

2. Applicant Administration

The AMP system provides a complete view of the applicant's profile and application through the web-based interface. The interface combines the application data as well as the admissions specific information. Administrators, as well as Committee members, will be able to view applicant data through the AMP System. Users will have access to the application as well as screening reports (if allowed). AMP will also store applicant related documents in their online portfolio for review.

The AMP applicant administration screen provides users a single point of access to review all the documents and information associated with a particular applicant's application. This includes information such as application completion date, Faculty Parent or Alumni Parent Flags, invited to interview date and scheduled interview date as well as their application data. The system tracks which faculty and/or committee member interviewed and/or screened an applicant as well as many other aspects of managing an applicant through the application process.

The AMP system will be modified to incorporate the process and logic of Customer's admissions process. The basic overall process flow is as follows:

- Incoming verified applicants will be imported and reviewed in the AMP system.
- Administrators will select which applicants to send a secondary email. This process will create a local account in AMP for the specified applicants and send the applicant an email with their account information and basic login instructions. Additionally, AMP will update the applicant's status to SE.
- AMP will have the ability for the administrators to generate and send reminder emails to applicants who have not completed the above requirements.
- Admissions office personnel will also have the ability to score applicants based on a number of specified categories and grouped into a cognitive and non-cognitive score. These scores will be used along with the faculty screening to determine an applicant's eligibility for interviews.
- When the above steps are completed, the application status is set to SR and is ready for screening. These "completed" applications will be placed in a queue for screening by 2 random committee members to determine whether an applicant should be interviewed. The screeners will vote to either Interview, Hold, or Reject. Additionally, the Associate Dean will screen all completed applications at their own pace (3rd screener) and will be used as the tiebreaker in all undecided votes.
- Administrators will be able to view a list of applications that have completed screening. From this list, the administrators can set the appropriate status for the application (IR, RJ, HD). If an applicant is voted for an interview, AMP will send an email to the applicant notifying them of the decision and inviting them to use the system to select an open interview date.
- After an applicant has selected an available interview date, the administrator is able to schedule an interviewer with the applicant, setting the agenda for the interview day. Both the administrator and the interviewers (i.e. MD, Faculty, Student) are able to login to the system and view that day's interview schedule and their assigned applicants.
- After an interview has taken place, the interviewer is able to submit an electronic interview report. The fields for this interview report will be determined by the office of admissions. Once the interview report is completed, the status code for the applicant is changed and is ready for committee ranking.
- Once applicants are ready for 'committee', committee members can assign a numeric rank (1-5) to each of the applicants. The rankings are tallied and averaged by AMP to determine an overall average rank for the applicant.
- Once applicants have been ranked by the committee, the administrators assign the applicants to a committee meeting for final discussion. At this meeting, the final status of the applicant is determined, and applicants are deemed to be accepted or not. Administrators will assign a final status code for the applicants manually after the committee meeting (AC, DR, and RJ).
- Administrators manually generate the acceptance letters to the applicants, based on the committee meeting outcomes. Applicants are directed to send in their deposit to hold their spot in the incoming class. When a deposit is received, the administrator enters the date the deposit was received and the applicant's status changes from an AC to a SA. Additionally, AMP will email the applicant notifying them that their deposit has been received.
- Final Transcript receipts are tracked by the administrators through AMP to verify completion and compliance with all schools the applicant has attended.

3. Applicant Filter & Criteria Selection Tool

AMP has built in criteria selection tools, which allow the administrators the ability to view and filter their applicant pool. These criteria selection tools include predefined lists of applicants, as well as 20 flexible fields to utilize as a BOOLEAN and search in addition to the predefined lists. This provides a simple reporting tool for the administrator to quickly glance at numbers and lists of applicants that meet a certain set of criteria. In addition, this tool also provides a way for administrators to perform functions on groups of users. Initially, the AMP system will contain a set number of predefined lists or queries of applicants. This predefined list includes:

- All Applicants
- All Secondary Applications
- All Applicants Ready for Screening (Completed Applications)
- All Applicants Invited for Interview
- All Interviewed Applicants
- All Applicants Ready for Committee Ranking
- All Applicants Ready for Committee Meeting
- All Accepted Applicants
- All Withdrawn Applicants

Initially, the flexible fields for additional search functionality include:

- TMDAS ID
- Last Name
- First Name
- Email
- Sci Cum GPA
- MCAT Score
- Gender
- Race
- Application Complete Date
- Screening Complete Date
- Interview Date
- Interview Complete Date
- Committee Meeting Date
- Accept Date
- Deposit Received Date

4. Applicant Interface

README INFORMATION

The applicant ReadMe tab will include pertinent or new information about the process, contact information, as well as additional links or information about Customer and the surrounding area.

Note: Customer will have the ability to update this information at any time during the admissions cycle.

SECONDARY APPLICATION

TMDAS applicants will be invited by Customer admissions to complete a secondary application online. The invitation will be sent via email and will contain account information and a URL for the applicant to use. This will allow the applicant to fill out their secondary application. The secondary application will include:

- Information and Instructions as well as all aspects of current secondary application
- A secondary application fee payment system that will integrate with Customer's credit card processing account

APPLICANT STATUS AND INFORMATION

The applicants are able to log in to the AMP system and quickly view their current status. This status screen will show the applicant that their application has either not been received or is in progress. The applicant may also be able to view whether their reference letters and/or transcripts have been received by Customer's admissions office.

INTERVIEW SCHEDULING

Applicants who are invited for an interview can access the interview schedule online and self-select their interview date. This functionality not only provides a mechanism for the applicant to choose and schedule their own interview dates (from the predefined list of interview dates set by administrators), but also provides a way for the applicant to review their interview date and view information about the interview day and process.

5. Online Screening and Review Functionality

AMP is designed for multiple groups of users. The screener or reviewer plays a vital role in the applicant review process. Once an application is considered “complete”, they will be assigned to the department administrator. From here, the department administrator will assign the applicants to an appropriate faculty member for review. The screener will have access to all applicants that they have been assigned to, which includes access to their application information, as well as their associated documents. Once the screener has finished reviewing the application portfolio, they can enter their final decisions and comments in the online screening form. Once the form is submitted, the applicant's status will be updated and will move to screening complete. This report then becomes part of the applicant's online portfolio.

6. Interview Scheduling and Management Functionality

INTERVIEW ADMINISTRATION AND SCHEDULING

AMP contains dynamic calendar functionality that allows administrators to schedule and manage interviews through set-up and enrollment management. The administrator has the ability to set up the interview calendar and the number of available interview slots per day throughout the year. This calendar functionality is dynamic, so additional slots can be opened or closed in real time. Once the interview schedule is set, the applicant (notified via email notification) can schedule their own interview date. After an applicant has selected an interview day, the administrator can assign a committee member to interview that applicant as well as set an interview time. This assignment is important as it not only sets the interview day agenda, but also assigns access to committee members to view and report on the applicant's files.

Note: AMP can support variations in interview process methodology including the Multiple Mini Interview (MMI) methodology.

INTERVIEW REPORTING

AMP is designed for multiple groups of users. The interviewer plays a vital role in the applicant review process. After meeting with the candidate, the interviewer can use the online system to enter their interview report. This report then becomes part of the applicant's online portfolio.

Note: AMP can support customizations / variations in interview forms and ranking methodologies between programs

FACULTY AVAILABILITY MODULE

AMP includes a faculty availability module that will allow faculty and committee members to pre-select date and time availability for interview days and times. This could assist admissions office personnel with scheduling interviews between applicants and faculty members. Faculty members would be presented with a calendar interface to select specified interview days. For each of the interview days, faculty members would select predetermined timeframes they are available for interviews. When the admissions office attempts to schedule an applicant for an interview, they are only presented with faculty members that have designated availability for that particular interview day.

7. Committee Member Functionality

COMMITTEE MEETING SCHEDULING

The calendar tool for committee meetings provides administrators the ability to manage the committee meeting schedule. An administrator can set the committee meeting schedule for the entire recruiting year by simply clicking on the appropriate calendar dates. Administrators choose dates and times for the committee meetings.

COMMITTEE MEMBER REVIEW AND RANKING

Committee members will be able to log in to the system and review applicant profiles that have completed the interview portion of the process. At this point, committee members will assign a numeric ranking of 1-5 to each applicant. Committee members can rank applicants based on screening reports, interview reports, and full application data including TMDSAS data, letters of recommendations and secondary application. These rankings are used by the administrator to show both raw average and adjusted averages of the selected applicant pool and are used as a key measure in the selection process. This ranking will help streamline the committee meetings and will help identify the high profile and high potential candidates. Once applicants have been ranked by committee members, the applicants are assigned to a specific meeting for further discussion and final decision.

Note: specific ranking methodology can be customized to Customer's preferred methodology

8. Data Import/Export

We will provide the ability to import applicants into the system from the TMDSAS database. In addition, we will provide the ability to export the application data into your existing student information system.

The AMP system will interface directly with the TMDSAS database in real time to obtain applicant specific information and TMDSAS data.

Additionally, ZAP will perform research and discovery in coordination with designates from the Customer's implementation team. During the discovery, ZAP will identify integration points and data needed to migrate the necessary and appropriate TMDSAS and secondary data to the Customer's systems. ZAP will create export routines, views, and data feeds for a regular interface. This interface to the Customer's existing systems is important as it contains information from both the secondary application as well as the national TMDSAS application service. Data from both these sources combined, form the actual student application as well as admitted student information. This interface will also help reduce duplicate effort in transferring applicant and student information to the Customer's SIS system. The administrator will have the ability to generate the export file for SIS upon issuance of an acceptance offer.

Note: ZAP can provide support services to migrate legacy data from Customer's current admissions system into AMP to support historical data analysis. The scope and time required to execute this process is dependent on the current condition and format of the

legacy data. Therefore, upon request ZAP will evaluate the legacy data and provide Customer with an estimate to execute the project; Upon approval, ZAP will execute the process on a time and resource basis at a blended hourly rate of \$150.00 / hour.

9. Offer/Award Module

AMP's base Offer module allows administrators to easily extend offers of admission to applicants in bulk or individually. Applicants may receive an email congratulating them on their acceptance along with instructions on how to access AMP to accept or decline their offer. Admissions will have full control over the content of the email via the Email Template Editor.

Upon extending the offers, each offered applicant will receive access to a new tab in their AMP portal. This tab will only show to applicants who have been extended an offer and the content on this page will be editable by administrators via the Content Editor. A radio button selection is presented to the applicant allowing them to accept or decline their offer. Once they've submitted a decision, the options will disappear and the text on the page will change (also controlled by administrators via the Content Editor) depending on their decision. The applicant's status changes respectively to Offer Accepted or Offer Declined for easy tracking and reporting purposes.

10. Online Reporting

Administrators will have the ability to view all applicants' information as well as general statistics. Administrators can use the Applicant Filter & Criteria Selection Tool for quick reporting and data lists of applicants meeting a certain criterion. AMP has the ability to quickly and easily report statistical breakdown data on your applicant pool. Means and percentile figures are readily available for groups of applicants at different stages in your application process. The data by which we assemble statistics can be added to, however, initial statistical categories include:

- Applicant Numbers
- State Breakdown
- Gender Breakdown
- MCAT Average
- Undergrad School

In addition, AMP allows users to create customized reports via an Ad Hoc Reporting dashboard. The custom report builder can create reports to include any data that we collect. The report can be generated on the page or exported to Excel or as a Pipe Delimited, Comma Delimited, and Tab Delimited text file. If users are interested in viewing the same report quickly by clicking a link, the report can easily be added into the Printable Reports section for easy access. Initial printable reports include the more commonly used lists, including All Applicant List, All Accepted List, All Deposits Received, and Interviewer Status Reports.

ASSUMPTIONS

ZAP used the following assumptions to develop the project scope, timeline and budget.

- AMP SAAS is a SAAS based enrollment management platform that assists your admissions team with managing and processing your applications and data. AMP SAAS is configurable to allow Customer the ability to tailor the system to fit their needs (custom eval forms, custom queries and searches, scoring formulas, etc.). This means that all updates to the system will be handled via the built-in configuration tools provided. No additional customizations are included. Enhancement requests and updated functionality will be considered for the entire system.
- Customization by ZAP includes the following customizations:
 - Branding
 - Secondary application
 - Authentication integration
 - SIS File Export Build
 - File Complete criteria
 - Auto/Manual Screening
 - Types of Interviewing (Regular, MMI, Panel, Hybrid)
 - Interview reports (School specific reports like Name Badges / Customized PDF Itineraries / Printable Reports)
 - Committee/Subcommittee Scoring – Yes/No/Hold, or Numeric Scoring
 - Scoring Formulas
 - Users/Roles
 - Evaluation Forms (Screening, Interviewing, Committee)
- The Customer has procured with TMDSAS the ability to receive TMDSAS Applicant data to their internal database and server. TMDSAS applicant data is available for retrieval and will not require significant software development effort to acquire. Customer-IT staff will assist ZAP in securing and importing the data into the AMP system.
- All secondary applications will follow a similar standard set of application forms across all programs with the ability to add additional questions based on program/degree chosen (minor enhancements).
- All programs will follow the same standard screening/interviewing/review process with slight/minor modifications allowed. Additional customizations above and beyond original scope will be additional charges.
- Customer's SIS is already set up to handle the file import. Customer IT staff will assist ZAP with exporting the data in the proper format for import into Customer's SIS. Customer IT staff will provide the appropriate data format and layout specs for import into Customer SIS.
- Hosting arrangements will be provided by ZAP Solutions for the final solution.
- Customer will utilize its own internal credit card processing account and merchant account for the any application processing fee requirements. Should you require ZAP's credit card processing account to accept fees, the following fees will apply:
 - \$5.00 per transaction + 2.3% credit card processing charge will be withheld by ZAP to cover processing fees and associated costs
- Customer will respond in a timely manner to requests by ZAP for information and assistance.
- Security for all external users of the system (Applicants) will be controlled through the internal AMP database utilizing the applicant's ID/email and a system generated password. If applicable, ZAP will work with Customer IT personnel to utilize Customer internal security architecture (LDAP) for all internal users of the system. AMP will authenticate internal users against the Customer's LDAP system, and will retrieve role information through AMP's internal database.

PROPOSED TIMELINE

ZAP will develop a full detailed project plan for development, implementation, and testing of the application upon acceptance of a statement of work document. Such project plan must be approved by both Parties in writing and made part of this Agreement.

A typical implementation timeline covers a 2 – 4 month timeframe.

Below, please find an outline of some potential key milestones for the project based on our current understanding of your needs:

WEEK OF	DELIVERABLES
Dec 2021	Project Initiation / Kick-off
January 2022	Final Requirements Due for Secondary Application, Credit Card Integration, Authentication Integration, and SIS File Export.
Ongoing	Customization and Application Development/Beta Testing
February 2022	<p>Phased implementation approach for various modules of the system. Functionality delivered will include:</p> <p>Base Administrative functionality including viewing of Application data, viewing online recommendations, scanned in documents</p> <ul style="list-style-type: none"> • Applicant - Application functionality • Letters of Recommendation • Screening of Applications
March 2022	<p>Interview Functionality including:</p> <ul style="list-style-type: none"> • Interview Scheduling • Interview Invites • Interviewer Assignment • Interviewer Reporting
April 2022	<p>Committee Functionality including:</p> <ul style="list-style-type: none"> • Committee Meeting Scheduling • Committee Member Ranking • Final Decision/Action Functionality Due • Reporting and Statistics
May 2022	<i>Final Acceptance Testing + Launch</i>

PRICING SUMMARY**AMP CRM + ADMISSIONS MANAGEMENT SYSTEM – MD PROGRAM ADMISSIONS****ANNUAL LICENSING****Base System Functionality:**

- Role-based security module
- TMDSAS Integration
- Secondary Application (with CC processor integration)
- Screening Process Module
- Interview Scheduling Module
- Committee Review Module
- Final Decision Process
- Data Import/Export Module
- Reporting Module

Maintenance + Support Services (Additional detail noted in Schedule B):

- Software maintenance + technical support
- Assigned technical analyst / AMP Admission System concierge
- Up to 30 hours per year of technical support for every year of the contract
 - Covers monthly on-going support needs as well as minor annual system modifications such as updates to applications, etc.
- Software updates / ongoing innovation
- System Training

Should you require ZAP's credit card processing account (Stripe) to accept fees, the following fees will apply:

- \$5.00 per transaction + 2.3% credit card processing charge will be withheld by ZAP to cover processing fees and associated costs

\$20,000 Annual License Fee**+ Hosting Fees of \$500 / month****+\$6,000 Annual License Fee for Additional CAS integration with AMCAS****SETUP + INSTALLATION, CONFIGURATION/CUSTOMIZATION + INTEGRATION OF AMP SYSTEM****Includes the following services/deliverables:**

- Customization of applications, customized scoring, credit card processing integration, process workflow, screening + interview forms, and developing custom reports and stats
- ZAP will assist Customer's IT staff with the implementation and configuration of the AMP system and integration with hardware, SIS system, and LDAP directory
- Estimate is based on and installation/configuration/integration schedule of no more than 100 hours
- Any additional hours required will be scoped and approved by Customer at an hourly rate of \$150.00 / hour

\$15,000 (estimated one-time fee)**ADDITIONAL OPTIONAL MODULES****CRM/Prospect Module**

AMP's Prospect Management (CRM) module is designed to be the engine behind the workflow and automation of the higher education marketing and recruitment processes. The solution enables staff to access all of the necessary data pertaining to prospects, and take action to contact, advance, and track opportunities through the early stage enrollment (prospecting) funnel. All activities, including email, phone calls, event management, follow-up tasks, contact info, and statuses are seamlessly tracked within each prospect record, with several notable features and benefits.

\$10,000 Annual License Fee (Optional)**Pre-Matriculation Module**

AMP's Pre-Matriculation module is designed to manage the final step of the admissions process completing the transition from applicant to student. The solution enables pre-matriculants

\$5,000 Annual License Fee (Optional)

<p>and staff to access the necessary data pertaining to the matriculating process and take action to contact, advance, and track the next steps in the process. Includes the following services/deliverables:</p> <ul style="list-style-type: none"> ▪ Electronic Offers + Online Acceptance/Decline ▪ Pre-Matriculation Checklist Management for admins and applicants ▪ Content Management – Add/edit content pages ▪ Applicant Document Upload Capability ▪ Additional Electronic Forms/Data Capture 	
<p>Student Records Module</p> <p>AMP's Student Records module offers many benefits to administrators and students from a productivity and ease-of-use standpoint. The module is not positioned to be a system-of-record replacement for a school's SIS system. Rather, this SIS-light module is designed to enable applicants who matriculate to automatically become student users in the system. The module will be utilized to help manage the student communication/engagement, document storage, event attendance history, form collection, and progress during the student's career.</p>	<p>\$15,000 Annual License Fee (Optional)</p>

AMP SOFTWARE COSTS/PAYMENT SCHEDULE

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
Setup + Installation (one-time fee)	\$15,000	-	-	-	-
Licensing Fee (M.D.) - TMDAS	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Licensing Fee (MDPHD) - AMCAS	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Hosting Fees	\$500/mo	\$500/mo	\$500/mo	\$500/mo	\$500/mo
Prospect Module (optional)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Pre-Matriculation Module	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Student Records Module (optional)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
TOTAL / year	\$52,000	\$37,000	\$37,000	\$37,000	\$37,000

TERM + PAYMENT SCHEDULE

Subscription Term: The term of this SOW shall extend from the date executed for a period of 5 consecutive calendar years (the "Subscription Term").

Payment Schedule:

- The Client shall pay ZAP Solutions an initial fee of **\$15,000** upon project initiation during the spring of calendar year 2022, and the year 1 license of **\$31,000** on or near July 1, 2022
- Annual maintenance and support fees for year 2 - 5 will be invoiced upon the SOW anniversary date (on or around July 1). Should Customer choose to terminate without cause before the end of the 5 years, Customer will pay full 5-year balance (year total = \$100,000.00) at date of termination.
- Any additional configuration/customization fees approved by Customer shall be billed on the monthly invoice following the completion of the work for which the fees are due.
- Travel + incidental expenses plus time / resource costs will be passed along to Customer. Any incidental + travel costs and time / resource costs would be estimated by ZAP Solutions, following Customer's travel guidelines, and approved by Customer prior to accrual.
- ZAP Solutions will conduct an initial kick-off/discovery and planning meeting with Customer. All meetings will be conducted via conference call unless otherwise planned and/or requested by Customer.
- All fees will be billed on the first of the month and due net 30.

- Notwithstanding the foregoing, the Parties acknowledge that payment shall be made pursuant to Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

SERVICE LEVEL AGREEMENT (ONGOING SOFTWARE MAINTENANCE + TECHNICAL SUPPORT)/SCHEDULE B

The following Schedule includes high-level hosting, ongoing consulting, support, and service level language for the System provided by ZAP.

Service Uptime Commitment

For the purpose of measuring the quality of service that ZAP is delivering to Customer, ZAP provides the following commitment: ZAP will provide Customer access to the System at a rate of 99% availability ("System Uptime Metric"). ZAP's failure to satisfy the System Uptime Metric in any month during the Agreement will constitute a material breach of the Agreement.

The System Uptime Metric commences on the Go Live Date.

The System Uptime Metric shall not apply to performance issues caused by the following:

- i. Overall Internet congestion, slowdown, or unavailability
- ii. Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks
- iii. Force Majeure events as described in the terms of Agreement
- iv. Actions or inactions of Customer (unless undertaken at the express direction of ZAP) or third parties beyond the control of ZAP
- v. A result of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of ZAP
- vi. Scheduled Hosting Company infrastructure maintenance
- vii. In addition to Scheduled Hosting Company infrastructure maintenance, upgrades and patches that occur as many times per year as required by Customer requests, require downtime in addition to the scheduled maintenance. The downtime will be scheduled in advance and coordinated with Customer.

Scheduled Maintenance

ZAP will perform Scheduled Maintenance on the System including but not limited to hardware/infrastructure management as well as security patching, standard OS maintenance/patching and configuration.

ZAP will provide Customer and End Users a minimum of 48 hours prior notice via email of the date, time and expected duration of such Scheduled Maintenance. ZAP will maintain a record of the key contact(s) for each active customer and will update the list on an annual basis.

Such Scheduled Maintenance will: (i) not be performed more than twice per calendar month and (ii) be conducted at times least likely to cause disruption to Customer and End User usage of the System. In the event an outage will require more than 4 hours of downtime, ZAP will provide the Customer with a minimum of 48 hours of prior notice.

Patches/Releases:

1. Hardware/firmware/software and OS patches and upgrades of the Hosting Services
2. Publishing of bug/defect fixes via patches and updates/upgrades in base code function and technology to maintain the operability and usability of the software
3. Quality assurance support and testing

ZAP will provide bi-weekly releases for the initial year of the contract dependent on the severity and amount of requests received by Admissions, not including any emergency releases needed. For years 2-5 of the contract, this will move to monthly or bi-monthly releases.

Consulting (software configuration and admissions process management consulting):

- Advise Customer regarding the capabilities and base functionality of the software application
- Leverage experience working across a wide cross section of programs to advise and consult clients on the various/alternative approaches to structuring the medical school admissions process
- ZAP Solutions shall customize and format Customer data for export from the Application into your student information system

Training:

- Up to 4 (1 hour) Web-based training sessions to administrators of the software application, as needed.
- ZAP Solutions can perform any additional specific Customer-desired training, which depending upon the nature of that training, may be provided without charge at ZAP Solution's sole discretion or with charge subject to the following: ZAP Solutions will provide a written estimate of any charges and the timeframe required to complete any trainings requested by Customer prior to proceeding with any work. Training shall only proceed following written approval of cost estimate by Customer.

Technical / Client Support Services:

- Customer will be assigned a named primary point of contact (client care / technical analyst) to serve as your AMP software consultant and liaison to ZAP's software development team

- a. Customer will have direct access to their technical analyst via email and telephone
- b. The technical analyst will lead the software implementation and configuration/customization process with the client team; managing the project planning and management process via documentation, software/tool support, and recurring/scheduled status meetings (conference calls)
- c. ZAP will also provide Customer with access to a secure, help ticket management system to provide a mechanism to capture and prioritize issues and requests
- ZAP Solutions shall provide telephone and e-mail technical support for the term of the contract for Customer during the operating hours of ZAP Solutions. Operating hours are 8:30 AM EST to 5:00 PM EST.
 - a. ZAP Solutions shall provide telephone and e-mail 'Emergency' support for the term of the contract for Customer during the non-operating hours of ZAP Solutions as a courtesy. This may be provided without charge at ZAP Solution's sole discretion or with charge at our standard hourly rate subject to prior notification.
- ZAP Solutions ranks all requests by severity, and those that need the quickest attention get higher priority. Customer assigned technical analyst will work with you to capture questions/requests and determine the priority and timing for resolution.
 - a. Level 1 – Critical Service Impact (Highest)
 - i. Issue critically affects the primary business service, major application, or mission critical system. Customer resources should be available and willing to work on a 24x7 basis with ZAP Solutions to resolve the issue.
 - ii. Response Time = < 1 Business day
 - b. Level 2 – Significant Service or Implementation Impact
 - i. The business service, major application, or system is seriously affected or implementation stopped. No acceptable workaround is available.
 - ii. Response Time = Within 1-2 business days
 - c. Level 3 – Moderate Service Impact
 - i. The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.
 - ii. Response Time = Typically Within 4-5 business days
 - d. Level 4 – No Service Impact (Lowest)
 - i. Non-critical issues, general questions, enhancement requests, or documentation issues/needs.
 - ii. Response Time = Scheduled by technical analyst and added to project plan
- Under the current maintenance and support agreement and in subsequent years following the initial implementation year, ZAP Solutions' annual fee will include up to 30 hours per year of technical support for each year of the contract. Additional support and maintenance hours above and beyond may be provided without charge at ZAP Solution's sole discretion or with charge subject to the following: ZAP Solutions will provide a written notice that the Customer has exceeded the allotted hours prior to proceeding with any additional work. This includes any phone/email support, development time, QA, testing, analyst support, consulting, or any related support/maintenance activities.
- ZAP Solutions can perform any specific Customer-desired support services, which depending upon the nature of that support, may be provided without charge at ZAP Solution's sole discretion or with charge subject to the following: ZAP Solutions will provide a written estimate of any charges and the timeframe required to complete any support requested by Customer prior to proceeding with any work. Support Services shall only proceed following written approval of cost estimate by Customer
- ZAP Solutions will provide a printable online User guide, including all necessary operating instructions for Users.

We agree to the above Schedule A (Statement of Work, Deliverables, Timeline, and Pricing) and Schedule B (SLA):

ZAP SOLUTIONS, INC.

Zach Hraber

By: _____

Name: _____

Title: _____

Date: _____

Digitally signed by Zach Hraber
DN: cn=Zach Hraber, o=ZAP Solutions, ou,
email=zach@zapsolutions.com, c=US
Date: 2021.12.08 11:07:54 -05'00'

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

Digitally signed by

Jeffery T. Burton

By: _____

Name: Jeff Burton, CPA

Title: Vice President & Chief Financial Officer

Date: 11/19/2021 | 16:04:37 CST

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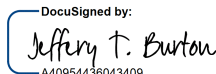
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Vice President and Chief Financial Officer

The Texas A&M University System

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moreno@tamu.edu

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lynce@tamu.edu

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Mike Chavarria mchavarria@tamu.edu The Texas A&M University System Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/19/2021 4:04:39 PM
Zach Hraber zach@zapsolutions.com President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/19/2021 4:04:40 PM Viewed: 11/20/2021 11:24:48 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/19/2021 4:03:54 PM
Signing Complete	Security Checked	11/19/2021 4:04:37 PM
Completed	Security Checked	11/19/2021 4:04:40 PM
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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

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 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:

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- ii. send us an e-mail to 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">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Texas A&M University System as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Texas A&M University System during the course of my relationship with you.