This Enterprise Software License Agreement ("Agreement") is entered into as of the date last signed ("Effective Date") between Tk20, Inc., a Delaware corporation, located at 8303 North Mopac Expressway, Suite A210, Austin, Texas 78759 ("Tk20"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, located in College Station, TX ("Licensee"). Licensee and Tk20 are referred to jointly as the "Parties" or singularly as a "Party." Tk20 and Licensee agree as follows:

1. Definitions.

1.1. "Access" means utilization of the Software solely through its available user-interface, using a browser, connected with the Software via a networking medium.

1.2. "Agreement" means this Enterprise Software License Agreement inclusive of all its exhibits, A through E.

1.3. "Defect" means a failure of the Software to substantially conform to the functional specifications set forth in the currently published Documentation.

1.4. "Documentation" means the written, electronic, or recorded work provided to Licensee in connection with the Software that describes the functions and features of the Software or relates to the maintenance, support, and training for the use of the Software.

1.5. "Eligible Students" means all the students in the Student Population who have purchased the Student Subscription either directly from Tk20 or from one of its authorized agents or on whose behalf Student Subscription fees have been paid to Tk20 by Licensee. Any student from whom or on whose behalf Tk20 has not received the Student Subscription fee either directly or indirectly shall not be considered an Eligible Student.

1.6. "Installation Date" means the date on which the Software is first made generally available for Access by Licensee personnel.

1.7. "Installation Fees" means the installation fees described in Exhibit C for Installation Services.

1.8. "Installation Services" means Tk20's provision of installation services related to the Software.

1.9. "License Fees" means the license fees associated with the Software, as set forth in Exhibit C.

1.10. "Maintenance and Support Fees" means the maintenance and support fees associated with the Software, as set forth in Exhibit C.

1.11. "Maintenance and Support Services" means Tk20's provision of maintenance and support services related to the Software in accordance with Exhibit D.

1.12. "Server" means a computer box containing various computing elements and accessories, including but not limited to a computer CPU, motherboard, RAM, disk drives, CD drives and power unit.

1.13. "Service Network" means the hardware and software components, including client machines, Servers, and internetworking devices, either within Licensee's internal computer network at Licensee's location or at the Tk20 Data Center.

1.14. "Software" means Tk20's proprietary computer program(s) specified in Exhibit A and any modifications, enhancements, or updates thereto, installed on Tk20's or Licensee's Server(s), and made available for Access to Licensee. Software also includes, without limitation, the Documentation.

1.15. "Student Population" means all of the students as set forth in Exhibit B.

1.16. "Tk20 Data Center" means the premises at which Tk20 houses Servers and connects them to the Internet to provide Access to such Servers by its licensed clients.

1.17. "Unit" means the College of Education & Human Development Research; ELLA-V project.

1.18. "Update" means a subsequent release of the Software that Tk20 makes generally available to its supported customers. Update shall not include any release, option or future program application that Tk20 licenses separately under a different name than the Software.
1.19. "Workaround" means a modification or "patch" for a particular version of the Software, which may be of a temporary or interim nature, to help avoid a Defect.

2. **License.**

2.1. **Grant of License.** Subject to the terms and conditions of this Agreement, Tk20 grants to Licensee a personal, non-sublicensable, non-exclusive, non-transferable license to: (a) install, or have installed, the Software on one Server or on multiple Servers working together as one system as part of the Service Network; (b) use the Software, in accordance with the Documentation, on the Service Network in accordance with the Software’s normal and intended use; (c) allow deans, faculty and staff to Access the Software freely as per need; and (d) allow only the Eligible Students to Access the Software.

2.2. **License Restrictions.** Licensee may not itself or through any parent, subsidiary, affiliate, agent or other third party: (a) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Software or knowingly permit or encourage any third party to do so; (b) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties; (c) use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software; (d) Enter student data or access student information in the Software for any student or students who is not an Eligible Student; (e) allow any student or students other than the Eligible Students to Access the Software; or (f) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency.

2.3. **Limited Rights.** Licensee's rights in the Software will be limited to those expressly granted in this Section 2. Tk20 reserves all rights and licenses in and to the Software not expressly granted to Licensee under this Agreement.

3. **Services.**

3.1. **Installation and Hosting Services.** As per Exhibit E.

3.2. **Maintenance and Support Services.** As per Exhibit D.

4. **Fees and Payment.**

4.1. **Licensee Fees.** Licensee shall pay to Tk20 the License Fees, Installation Fees, and Maintenance and Support Fees as set forth in Exhibit C.

4.2. **Payment Terms.** Licensee will pay all amounts due under this Agreement in U.S. Dollars. Unless expressly stated otherwise in Exhibit C, fees shall be due and payable upon receipt of invoice.

4.3. **Taxes.** The fees payable under this Agreement shall not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Licensee except those taxes based on the net income of Tk20. If Licensee is exempt from Federal and State taxes, Licensee shall provide appropriate tax exemption documents to Tk20.

5. **Ownership.**

This license confers no ownership rights to Licensee and is not a sale of any rights in the Software, the Documentation, or the media on which either is recorded or printed. Tk20 shall own and retain ownership of all right, title, and interest in and to (i) the Software and any copies thereof; (ii) the Documentation and any copies thereof; (iii) any ideas, suggestions, reports or feedback relating to the Software and Documentation ("Feedback"); and (iv) all intellectual property rights embodied within the foregoing (i)-(iii). Licensee hereby irrevocably assigns and agrees to assign all of its right, title, and interest in and to any Feedback to Tk20.

6. **Non-Disclosure.**

6.1. **Non-Use and Non-Disclosure.** The Software contains proprietary information of Tk20 or Tk20's licensors as well as trade secrets owned by Tk20 or Tk20's licensors. Licensee agrees not to use or disclose the Software in any way except as expressly permitted hereunder. Licensee agrees to protect the Software at least to the same extent that Licensee protects its own similar information, but in no event less than reasonable care. Licensee shall allow only its authorized personnel to use or have access to the Software.

6.2. **Data Ownership.** Tk20 acknowledges that all Licensee data in the Software shall belong exclusively to Licensee and that Tk20 shall make no use of such data except for the fulfillment of its obligations as per this Agreement.

7. **Warranties.**

7.1. **Limited Software Warranty.** Tk20 warrants that for a period of ninety (90) days after installation of the Software that such Software: (a) will be free from defects in materials and workmanship under normal use; and (b) the Software will function substantially in accordance with the Documentation. This warranty covers only problems reported to Tk20 during the warranty period. As Licensee's sole and exclusive remedy and Tk20's entire liability for any breach of the foregoing warranty and to the extent authorized under Texas law, Tk20 will, at its sole option and expense, promptly repair or replace any Software which fails to
meet this limited warranty or, if Tk20 is unable to repair or replace the Software, refund to Licensee the applicable License Fees, if any, already paid by Licensee upon return of the nonconforming Software to Tk20 and termination of the license.

7.2. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 7, TK20 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, MAINTENANCE AND SUPPORT SERVICES, INSTALLATION SERVICES, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY TK20, ITS REPRESENTATIVES, OR ITS AGENTS, AND TK20 HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF DATA, AND NON-INFRINGEMENT.

8. **Indemnity.**

8.1. **Infringement Indemnity.** Tk20 will indemnify Licensee and, at its option, defend any action brought against Licensee to the extent that it is based upon a claim by a third party that the Software, as provided by Tk20 to Licensee under this Agreement and used within the scope of this Agreement, infringes any U.S. patent, copyright, or trade secret, and will pay any costs, damages and reasonable attorneys’ fees attributable to such claim that are awarded against Licensee, provided that Licensee (a) notifies Tk20 in writing of the claim within ten (10) days after becoming aware of such claim; (b) grants Tk20 sole control of the defense and settlement of the claim, if Tk20 assumes such defense; and (c) provides Tk20 with all assistance, information and authority required for the defense and settlement of the claim. Tk20 acknowledges that the defense of any claim or action on behalf of Licensee is subject to the prior approval of the Texas Attorney General.

8.2. **Rights Upon Infringement.** If Licensee’s use of the Software hereunder is, or in Tk20’s opinion is likely to be, enjoined due to the type of infringement specified in Section 8.1 above, Tk20 may, at its sole option and expense: (a) procure for Licensee the right to continue using such Software under the terms of this Agreement; (b) replace or modify such Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or (c) if options (a) and (b) above cannot be accomplished despite Tk20’s reasonable efforts, then Tk20 may terminate Licensee’s rights and Tk20’s obligations hereunder with respect to such Software.

8.3. **Exclusions.** Notwithstanding the terms of Section 8.1, and to the extent authorized under Texas law, Tk20 will have no liability for any infringement claim of any kind to the extent it results from: (a) modification of the Software made other than by Tk20; (b) unauthorized or unlicensed use of the Software; (c) the combination, operation or use of any Software with equipment, devices or software not supplied by Tk20 to the extent such a claim would have been avoided if the Software was not used in such combination; (d) failure of Licensee to use updated or modified Software provided by Tk20 to avoid infringement; or (e) compliance by Tk20 with designs, plans or specifications furnished by or on behalf of Licensee.

8.4. **Sole Remedy.** To the extent authorized under Texas law, the provisions of this Section 8 set forth Tk20’s sole and exclusive obligations, and Licensee’s sole and exclusive remedies, with respect to infringement of any industrial or intellectual property rights of any kind.

8.5. **Licensee Indemnity.** To the extent authorized under Texas law, Licensee will indemnify Tk20 and, at its option, defend any action brought against Tk20 to the extent that it is based upon a third party claim arising out of the unauthorized or unlicensed use of the Software or which result from Tk20’s compliance with Licensee’s designs, specifications, or instructions, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Tk20, provided that Tk20 (a) notifies Licensee in writing of the claim within ten (10) days after becoming aware of such claim; (b) grants Licensee sole control of the defense and settlement of the claim, if Licensee assumes such defense; and (c) provides Licensee with all assistance, information and authority required for the defense and settlement of the claim.

9. **Limitation of Liability.**

9.1. **Disclaimer of Consequential Damages.** EXCEPT FOR LICENSEE’S BREACH OF SECTIONS 2 (LICENSE) OR 6 (NON-DISCLOSURE), AND TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
9.2. **Aggregate Liability.** EXCEPT FOR LICENSEE’S BREACH OF SECTIONS 2 (LICENSE) OR 6 (NON-DISCLOSURE), AND TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, EACH PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AGGREGATE AMOUNT PAID OR OWED TO TK20 BY LICENSEE DURING THE ONE (1) YEAR PREcedING THE DATE ON WHICH THE CAUSE OF ACTION ACCRUES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

10. **Term and Termination.**

10.1. **Term.** This Agreement will begin on the Effective Date and will remain in effect for four (4) years, unless terminated earlier in accordance with the terms of this Agreement.

10.2. **Termination for Breach.** Each Party will have the right to terminate this Agreement or any Software license granted hereunder if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

10.3. **Effect of Termination.** Upon any termination of this Agreement, all licenses granted pursuant to this Agreement shall immediately terminate. At such time, TK20 will destroy all Licensee data in its possession in all forms and types of media. Licensee will promptly return any and all copies or versions of the Software and any confidential or proprietary information of TK20 in its possession to TK20 or destroy the Software and any confidential or proprietary information of TK20 and all copies and portions thereof, in all forms and types of media, and, at TK20’s request, provide TK20 with an officer’s written certification, certifying to Licensee’s compliance with the foregoing. At Licensee’s specific request TK20 will provide Licensee with a copy of its data in electronic format.

10.4. **Survival.** The rights and obligations of the parties contained in Sections 5, 6, 7, 8, 9, 10, 3, and 11 will survive the termination or expiration of this Agreement.

11. **General.**

11.1. **Relationship of Parties.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither Party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent.

11.2. **Force Majeure.** Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond such Party’s control.

11.3. **Assignment.** Licensee may not assign this Agreement, in whole or in part, without TK20’s prior written consent. TK20 may assign this Agreement in its discretion. Any purported assignment in violation of this section shall be null and void. This Agreement shall be binding on all permitted assignees.

11.4. **Severability.** The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

11.5. **Waiver.** The failure of either Party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

11.6. **Entire Agreement.** This Agreement, including any and all exhibits attached hereto, is the entire agreement of the Parties and supersedes any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto. This Agreement supersedes any conflicting terms and conditions on any work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by a Party after the Effective Date.

11.7. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by
either party to the other in accordance with this section. Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this section.

12. **State Contracting.**

12.1. **Delinquent Child Support Obligations.** Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

12.2. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Tk20 agrees that any payments owing to Tk20 under this Agreement may be applied directly toward certain debts or delinquencies that Tk20 owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

12.3. **Franchise Tax Certification.** If Tk20 is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Tk20 certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Tk20 is exempt from the payment of franchise (margin) taxes.

12.4. **Prohibited Bids and Agreements.** Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

12.5. **Public Information.** Tk20 acknowledges that Licensee 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 Licensee’s written request, Tk20 will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Licensee in a non-proprietary format acceptable to Licensee. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Licensee has a right of access. Tk20 acknowledges that Licensee 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.

12.6. **Governing Law and Venue.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Licensee shall be in Brazos County, Texas.

12.7. **Loss of Funding.** Performance by Licensee 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, Licensee will issue written notice to Tk20 and Licensee may terminate this Agreement without further duty or obligation hereunder. Tk20 acknowledges that appropriation of funds is beyond the control of Licensee.

12.8. **State Auditor’s Office.** Tk20 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(e), Texas Education Code. Tk20 agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Tk20 will include this provision in all contracts with permitted subcontractors.

12.9. **Non-Waiver.** Tk20 expressly acknowledges that Licensee is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, privileges, and immunities as may be provided by law.

12.10. **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 Licensee and Tk20 to attempt to resolve any claim for breach of contract made by Tk20 that cannot be resolved in the ordinary course of business. Tk20 shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Licensee, who shall examine Tk20’s claim and any counterclaim and negotiate with Tk20 in an effort to resolve the claim.

12.11. **Conflict of Interest.** By executing and/or accepting this Agreement, Tk20 and each person signing on behalf of Tk20 certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies
as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Licensee or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

12.12. Access by Individuals with Disabilities. Tk20 represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Licensee under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Tk20 becomes aware that the EIRs, or any portion thereof, do not comply then Tk20 represents and warrants that it will, at no cost to Licensee, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Tk20:

Tk20, Inc.

By: ________________________________
   (Signature of Authorized Representative)

Name: ______________________________
Title: Chief Admin. Officer
Date: 4/13/2017

Licensee:

Texas A&M University

By: ________________________________
   (Signature of Authorized Representative)

Name: Robert C. Bounds
Title: Director, Procurement Services
Date: 4/13/2017
Exhibit A

Software Description

Tk20 CampusTools HigherEd Software System

70 Student Tk20 e-Portfolios
Exhibit B

Student Population

The Student Population consists of the consented teachers participating in the LISTO Project.
## Exhibit C

### Fees

<table>
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<th>Service</th>
<th>Description</th>
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| **Subscription Service Fee:** | Project LISTO Portion:  
  Year 1: $7,875; includes 70 student e-Portfolios  
  Year 2: $7,875; includes 70 student e-Portfolios  
  Year 3: $7,875; includes 70 student e-Portfolios  
  Year 4: $7,875; includes 70 student e-Portfolios  
  Tk20 In-Kind Contribution:  
  Year 1: $2,625 – 25% discount on 70 student e-Portfolios  
  Year 2: $2,625 – 25% discount on 70 student e-Portfolios  
  Year 3: $2,625 – 25% discount on 70 student e-Portfolios  
  Year 4: $2,625 – 25% discount on 70 student e-Portfolios |
| **Installation Fee:**         | This service is included in the Subscription Service Fee.                  |
| **Maintenance and Support Fee:** | This service is included in the Subscription Service Fee.                  |
| **Remote Authentication:**    | This service is included in the Subscription Service Fee.                  |
| **Hosting Fee: Managed Hosting** | Tk20 In-Kind Contribution:  
  Year 1: $2,000  
  Year 2: $2,000  
  Year 3: $2,000  
  Year 4: $2,000 |
| **One-Time Fee:**             | Tk20 In-Kind Contribution:  
  Year 1: $5,000 – license fee  
  Year 1: $2,000 – single sign-on fee |
Exhibit D

Maintenance and Support Services

This Maintenance and Support exhibit ("Exhibit") describes the TK20 Maintenance and Support Services. Capitalized terms not defined in this Exhibit have the same meanings as such terms are defined in the Agreement.

1. STANDARD MAINTENANCE AND SUPPORT.

1.1. Coverage. Upon payment of the License Fees, Maintenance and Support Fees, as set forth in the Agreement, TK20 shall offer Maintenance and Support Services solely for the Software licensed under the Agreement.

1.2. Software Maintenance. TK20 shall use commercially reasonable efforts to maintain the Software so that it operates without Defects.

1.3. Pre-deployment Customization and Configuration. TK20 shall customize the software for the Unit, prior to its general deployment. Such customization shall include and be limited to the creation of administrative accounts, creation of admission forms and templates, creation of roles and privileges template for according usage privileges to various categories of users, creation of existing surveys, assessment instruments, portfolio templates, transition points and reports and the loading of the conceptual framework and standards applicable to the Unit.

1.4. Documentation. TK20 shall provide Licensee with a set of user guides for the Software. Licensee may duplicate such documentation exclusively for internal use.

1.5. Updates. TK20 shall supply Licensee with Updates released to the general public during the term of this Agreement. Such Updates shall be provided to Licensee at no charge, other than shipping and handling charges. Except for Updates, Licensee shall not be entitled to any other software as part of Maintenance and Support Services.

1.6. Bulletins. From time to time, at its sole discretion, TK20 may publish bulletins containing information about Updates and other TK20 news. TK20 shall send all bulletins to Licensee at the address last known to TK20.

1.7. First Line Support. TK20 shall provide email and telephone support to Licensee faculty, students, and administrators regarding Software issues. Telephone support will be available from 7 am to 7 pm, USA Central Time, Monday through Friday, excluding holidays, at telephone numbers designated by TK20. Email support will be available 24 hours every day of the week except Saturdays. TK20 shall also provide additional assistance to Licensee through access to a website containing frequently asked questions, help material, and Documentation.

1.8. Response Time Goals. TK20 agrees to use reasonable efforts to acknowledge software Defects reported to TK20 by Licensee and to use all reasonable efforts to provide Workarounds and Updates. Acknowledgements will be sent to Licensee via email, or if no email is available, via fax. In case of critical Defects that render the system substantially unusable, TK20 will assign personnel within four (4) business hours after Licensee reports the Defect, to resolve the defect. Licensee must provide TK20 with a contact on-site to assist with data gathering, testing, and applying any fixes or patches.

1.9. Inclusion. All Workarounds and Updates shall become part of the Software updated and subject to the terms and conditions of the Agreement.

1.10. On-Site Services. Standard maintenance and support does not include any on-site services. On-site services may be available for an additional fee.

2. LIMITATION ON STANDARD MAINTENANCE AND SUPPORT.

2.1. Licensee Defects. If Licensee notifies TK20 of a problem and TK20 correctly determines that the problem is due to Licensee's incorrect or improper use of the Software or failure to comply with the terms of this Agreement (as opposed to a Defect in the Software), at Licensee's request in writing approving the fees therefore, TK20 shall use commercially reasonable efforts to correct the problem, and Licensee shall pay TK20 the then current time and materials rate for all services provided and all expenses of TK20 associated with performance of those services, whether or not the problem is corrected.

2.2. Release Support Period. TK20 shall support each release for a period of eighteen (18) months after such release is made generally available. Releases older than eighteen (18) months will not be supported unless TK20 and Licensee enter into a mutually agreeable written agreement to that effect.

2.3. Third Party Products. Maintenance and Support Services do not cover the operation of Third Party Products, nor do they cover Software to the extent modified by Licensee or Software used in any manner in violation of the Agreement or inconsistent with the Documentation.
3. **OBLIGATIONS OF LICENSEE.**

3.1. **Updates.** Licensee acknowledges and agrees that Updates provided by Tk20 pursuant to this Agreement may, at Tk20's sole discretion, require additional training of Licensee's personnel.

3.2. **Out of Pocket Expenses.** All reasonable out-of-pocket expenses incurred by Tk20 on behalf of Licensee, for activities specifically requested by Licensee, including for meals, lodging and travel shall be paid by Licensee. Licensee agrees to pay travel expenses up to the amount allowed by the State of Texas.

3.3. **Disclaimer.** Tk20 shall not be responsible to provide Maintenance and Support Services, Updates, or any other maintenance and support to the extent that errors arise because Licensee (a) misuses, improperly uses, alters, or damages the Software; (b) uses the Software with any hardware or software not supplied or approved by Tk20; (c) uses the Software in a location other than within the Service Network within the Licensed Territory; or (d) otherwise uses in a manner not in accordance with the License Agreement.

4. **TERM.**

4.1. **Term.** The Maintenance and Support Services shall commence on the Effective Date and shall continue for the duration of the Agreement. Unless Parties mutually agree otherwise, any extension or renewal of the Agreement shall automatically deem to include Maintenance and Support Services for that term.

4.2. **Termination of Agreement.** If Tk20 or Licensee terminates the Agreement as provided therein, then the Maintenance and Support Services shall also terminate simultaneously. In such event, Licensee may contract with Tk20 to provide Maintenance and Support services under a separate agreement.
Exhibit E

Installation and Hosting Services

This Installation and Hosting Services Exhibit describes the installation and hosting services provided by Tk20 to Licensee for the Software. Capitalized terms not defined in this Exhibit have the same meanings as such terms are defined in the Agreement.

MANAGED HOSTING

1.1. Providing of Server. Tk20 shall provide all Server equipment required for installation and use of the Software. The title and ownership of such Server(s) shall remain exclusively with Tk20.

1.2. Installation. Tk20 shall install the Software and all its required components on the Servers.

1.3. Hosting of Server. Tk20 shall host the Server(s) at the Tk20 Data Center. Such Server(s) shall be connected to the Internet for Access of Software by Licensee’s users. Tk20 shall monitor critical aspects of the Server(s) to ensure data security and operational parameters on an ongoing basis to ensure optimal use and response times.

1.4. Backup of Data. Tk20 shall back up Licensee’s data on the Server(s) on a daily basis and maintain it in a safe location. Such data shall be saved in a safe and secure, offsite location once a week. In the event of corruption or loss of data, Tk20 shall restore backed up data on the Server(s) on an emergency basis.

1.5. System Uptime. Tk20 guarantees system availability to be greater than 99.6% provided that scheduled and pre-arranged downtimes are not included in such computations.