Site License Proposal

Online Training
Higher Education
### Confidential Proposal | Created 02/24/2017

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Proposal Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas A&amp;M College Station</td>
<td>Higher Education License</td>
<td>Date of Signature</td>
</tr>
<tr>
<td></td>
<td>3 Year(s)</td>
<td></td>
</tr>
</tbody>
</table>

**Billing Information:**

Anne Reber  
areber@exchange.tamu.edu  
400 Bizzell St, College Station, TX 77843

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Site License</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>24/7 Tier 1 Support</td>
<td>Included (no cost)</td>
</tr>
<tr>
<td>Partner Discount</td>
<td>-$70,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$80,000.00</td>
</tr>
</tbody>
</table>

**Due on Date of Signature** $80,000.00

By signing below, the Organization identified below agrees to this Proposal together with the License Terms referencing this Proposal and any Services Addendum governing any additional Services the Organization has elected to receive hereunder.

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**Proposed expires 04/20/2017**

EverFi Contact: George Homer, ghomer@everfi.com

**EverFi, Inc ("Company")**

**Preston Clark**

Name  
President

**Texas A&M College Station ("Organization")**

**Robert C. Bounds**

Name  
Director, Procurement Services

Signature  
Date  June 2, 2017  
2:42 PM PDT

**Signature**  
Date  6-5-2017

Make all checks payable to EverFi  
EverFi 3299 K Street, NW 4th Floor, Washington DC, 20007  
Phone 202-625-0011 Fax 202-450-3967 contracts@everfi.com
EverFi Student
Site License

Site License Catalog
Unlimited access to all courses in student library:

» Primary Sexual Assault Prevention
  • Undergraduate students
  • Graduate students
  • Community College students
  • Non-traditional students

» Annual Ongoing Sexual Assault Prevention

» Primary Alcohol and Substance Abuse Prevention (AEDU)

» Alcohol Sanctioning

LMS Functionality

» Learner tracking and reporting

» E-mail reminders and communication

» Real-time survey data reporting and custom benchmarking

» 24/7 Tier 1 Support*

*Premium feature - Included only if indicated in agreement

Standard Customizations

Images
Videos
Welcome messages

» Definitions (where applicable)

» Campus resources

» Campus policies

EVERFI
The parties agree that these license terms (this "Agreement") apply to the "Product(s)" listed on the attached Proposal. Capitalized terms used but not defined shall have the meaning given on the Proposal.

1. **Fees.** The Organization shall pay, Company the fee according to the fee schedule (or annually if not provided) in each case as set forth in the Proposal attached hereto for access and use of the Product(s) for the employees, students, or authorized third parties of the Organization (its users) as described in the Proposal. The Organization shall pay amounts due on the 30th day after receipt of each invoice. As between the parties, the Organization shall be responsible for qualifying its users, and their use subject to the terms of this Agreement, of the Product(s).

2. **Term and Termination.** This Agreement shall be effective for the initial term specified in the Proposal and thereafter may renew at each party's option upon written agreement before expiration on the current term (collectively, the "Term"). Each period of use of the Product(s), which may vary on a Product-by-Product basis, is for a three-year period, unless provided otherwise in an Proposal or renewal invoice. Either party may terminate this Agreement in the event the other party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice thereof.

3. **Confidentiality.** "Confidential Information" means any written information and data that is treated as and should be reasonably understood to be confidential and that is disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement. A Recipient of Confidential Information shall not (a) copy, distribute or disseminate it except to perform its obligations and to those who have a need to know (and who have undertaken an obligation at least as protective of such Confidential Information), and (b) use it or permit it to be used for any purpose other than to accomplish its obligations hereunder. Confidential Information shall not include information that (a) is in the public domain through no breach of this Agreement; (b) is independently in Recipient's possession without other obligations limiting use or disclosure; or (c) is collected through or stored in a Product, which is addressed separately below. Information collected through the Product(s) shall be used and protected from disclosure as provided in the Company's privacy policy available at www.everfi.com/legal/privacy. Organization shall not be entitled to receive any information regarding its users of the Product(s) other than: 1) the user's email address; 2) the fact the user completed the course; 3) whether the user passed an assessment; and 4) any additional aggregate or blinded data Company provides. "Blinded" means that the Company will extract all personally identifiable information from the data, including names or any other personally identifying information. Organization agrees that any information it receives from Company derived from a Product will be used only internally (offices, staff, advisory boards of the Organization) unless it references only the Organization. For example, Organization may share publicly that "we have seen a 10% drop in negative consequences" but it may not disclose that such a drop "ranked number one among six comparison organizations." The Company will be permitted to share with others the fact that Organization is a client using the Product(s).

4. **Intellectual Property.** Organization acknowledges that the Products, including all software used to provide the Products (the "Software"), the survey data, test results, and all services provided by Company are proprietary to the Company. All rights not expressly granted by Company to Organization are reserved in Company. Company grants to Organization the limited right to (i) permit qualified users to use the Product(s) during the Term (excluding during any period the Product(s) are undergoing setup or configuration), and (ii) use the reports and information provided by Company to Organization subject to Section 3. Organization acknowledges that the Product(s) and information created, developed, and/or maintained by Company was done at great expense, such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Company. Organization shall not modify, rent, lease, loan, sell use of or access to, the Products, the Software, or any other proprietary information or intellectual property of the Company.

5. **Research.** Organization shall not use any Product for research or benchmarking purposes without the prior written consent of the Company. Any research proposals brought forth to the Company must first be approved by the Organization's IRB (Institutional Review Board).

6. **Disclaimers.** Company makes no guaranty, warranty or representation as to the exact effectiveness in changing or in modifying or affecting the behavior or conduct of the users. Organization is solely responsible for the content and functionality of any custom messages and custom URL links that are provided by the Organization for use in any Product. The Organization assumes all responsibility for custom messaging and URL links it provides for use in Product(s). COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, WHICH ARE PROVIDED "AS IS," INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES ARISING BY COURSE OF DEALING, PERFORMANCE OR USE OF TRADE. Organization acknowledges that the Product(s) do not provide medical or legal advice and are not a substitute for health assessment and intervention by a qualified healthcare provider or mental health counselor and are provided solely for informational and educational purposes, and shall not represent otherwise. Company's liability to Organization and its users shall not be used for any purpose other than to accomplish its obligations hereunder. Confidential Information shall not include information that (a) is in the public domain through no breach of this Agreement; (b) is independently in Recipient's possession without other obligations limiting use or disclosure; or (c) is collected through or stored in a Product, which is addressed separately below. Information collected through the Product(s) shall be used and protected from disclosure as provided in the Company's privacy policy available at www.everfi.com/legal/privacy. Organization shall not be entitled to receive any information regarding its users of the Product(s) other than: 1) the user's email address; 2) the fact the user completed the course; 3) whether the user passed an assessment; and 4) any additional aggregate or blinded data Company provides. "Blinded" means that the Company will extract all personally identifiable information from the data, including names or any other personally identifying information. Organization agrees that any information it receives from Company derived from a Product will be used only internally (offices, staff, advisory boards of the Organization) unless it references only the Organization. For example, Organization may share publicly that "we have seen a 10% drop in negative consequences" but it may not disclose that such a drop "ranked number one among six comparison organizations." The Company will be permitted to share with others the fact that Organization is a client using the Product(s).

7. **Miscellaneous.** This Agreement, together with its Proposal(s) and addendum referenced therein, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and the Products and supersedes any and all prior Agreements, written and oral with respect thereto. Neither party shall be bound by any additional or different terms that were not expressly included in any purchase order nor any other communication unless signed by a senior executive of the party against which such term is being enforced. If any part of this Agreement is declared unenforceable or invalid by a court of competent jurisdiction, the remainder will continue to be valid and enforceable. A Party's failure or neglect to enforce any of rights under this Agreement will not be deemed to be a waiver of that Party's rights. No change, amendment or modification of any provision of this Agreement shall be valid unless agreed to in writing by both parties and signed by such a senior executive.
ADDENDUM
LICENSE TERMS
by and between
TEXAS A&M UNIVERSITY
and
EVERFI, INC.

This Addendum amends and supplements the License Terms (“Agreement”), to which it is attached, between Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas (“Organization”), and EverFi, Inc. (“Company”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Organization is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.

2. The following is added to Section 3 of the Agreement: “Company acknowledges that Organization 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 Organization’s written request, Company 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 Organization in a non-proprietary format acceptable to Organization. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Organization has a right of access. Company acknowledges that Organization 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.”

3. Organization agrees to the last two sentences of Section 6 of the Agreement to the extent authorized under Texas law.

4. The following is added to the Agreement:

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.

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, Company agrees that any payments owing to Company under this Agreement may be applied directly toward certain debts or delinquencies that Company 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.

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

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 Organization shall be in Brazos County, Texas.

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

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

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

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

Conflict of Interest. By executing and/or accepting this Agreement, Company and each person signing on behalf of Company 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 Organization 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.
Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

Severability. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

Access by Individuals with Disabilities. Company represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Organization 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 Company becomes aware that the EIRs, or any portion thereof, do not comply then Company represents and warrants that it will, at no cost to Organization, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

ACCEPTED & AGREED:

EVERFI, INC.

Signature: Preston Clark
Name: President
Date: June 2, 2017 | 2:42 PM PDT

TEXAS A&M UNIVERSITY

Signature: Robert C. Bounds
Name: Director, Procurement Services
Date: 6.5.2017