Terms of Service

Introduction; Your Agreement to these Terms of Service

Welcome to the 15Five, Inc. services, provided by 15Five, Inc. ("15Five" or "We"). These Terms of Service govern your use of the 15Five web site, as well as any other web sites, subdomains, or services owned or controlled by 15Five (collectively, the "15Five Services"). To access the 15Five Services, users must at all times agree to and abide by these Terms. The 15Five Services allow you to submit, store, and access your data, documents, calendars, technology, and other information (collectively, "Information").

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. BY REGISTERING FOR AND/OR ACCESSING, BROWSING, USING OR SUBSCRIBING TO THE 15FIVE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING ANY ADDITIONAL GUIDELINES AND ANY FUTURE MODIFICATIONS, AND OUR PRIVACY POLICY (https://www.15five.com/privacy/) (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, THEN PLEASE TERMINATE YOUR USE OF THE 15FIVE SERVICES.

1. User Accounts and Account Activity Responsibility.

1.1. User Accounts. In order to use certain aspects of the 15Five Services, you will have to register and create an account ("User Account"). When creating your account for the 15Five Services, you agree to provide true, accurate, current, and complete information. You further agree to maintain and update your personal information as needed to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your ID, password, or any credit, debit or charge card number), you agree to immediately notify 15Five. You may be liable for the losses incurred by 15Five or others due to any unauthorized use of your account.

https://www.15five.com/terms/
1.2. Administrator Accounts. The person who first completes the 15Five Services registration on behalf of any Subscribing Organization is the initial “Administrator” for purposes of such Subscribing Organization’s use of the 15Five Services, and exercises certain options to initially determine the level of access, privacy, and security for the 15Five Services related to the Subscribing Organization (“Administrator Account”). For example, the Administrator will determine who can be a User of the 15Five Services under the Subscribing Organization associated with that Administrator and Subscribing Organization and the level of privileges that such Users will possess. Once initial registration has been completed, each Subscribing Organization will be able to register additional Administrators, as permitted by the functionality of the 15Five Service. Each Administrator may designate other Users as additional and/or successor Administrators, and is responsible for confirming that those person(s) accept such responsibility. Upon becoming an Administrator, each person will be deemed to agree to the obligations hereunder. In addition, any person designated as the billing contact in the 15Five Services billing record for a Subscribing Organization will be deemed to assume the rights and obligations of an Administrator. Administrator Accounts must comply in all respects with Section 9.1 above. ADMINISTRATORS ARE FULLY AND SOLELY RESPONSIBLE FOR ALL ACTIVITY OCCURRING UNDER THE APPLICABLE SUBSCRIBING ORGANIZATION ACCOUNT.

1.3. Account Information. You acknowledge and agree that 15Five may access, preserve and disclose your account information and related contents if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Information violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of 15Five, its users, or the public.

2. License Grant. Subject to the terms and conditions of this Agreement, 15Five hereby grants to you a limited, personal, non-transferable license to use the 15Five Services in the manner contemplated by this Agreement solely for the purposes of submitting, storing, and accessing your Information. Users shall have no right to sub-license or resell the 15Five Services or any component thereof.

3. Privacy. Your privacy is important to 15Five. Please read our Privacy Policy (https://www.15five.com/privacy/) carefully for details relating to the collection, use, and disclosure of your personal information.

4. Individual Features and Services. When using the 15Five Services, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the “Guidelines”). All such Guidelines are hereby incorporated by reference into the Terms.

5. Modification of the Terms. 15Five reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time. When we change these Terms in a material manner, we will update the “last modified” date at the bottom of this page. You agree to review these Terms and any Guidelines periodically for changes. Your continued use of the 15Five Services after the posting of
changes constitutes your binding acceptance of such changes. If any such revision is unacceptable to you, your only remedy is to terminate your 15Five User Account. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the 15Five Services.

6. Digital Millennium Copyright Act. It is 15Five’s policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. 15Five will promptly terminate without notice any user’s access to the 15Five Services, if that user is determined by 15Five to be a “repeat infringer.” A repeat infringer is a user who has been notified by 15Five of infringing activity violations more than twice and/or who has had user submitted information removed from the 15Five Services more than twice.

7. DMCA Notice. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the 15Five Services, please notify 15Five’s copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (“DMCA”). For your complaint to be valid under the DMCA, you must provide the following information in writing:

i. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

ii. Identification of the copyrighted work that you claim has been infringed;

iii. Identification of the material that is claimed to be infringing and where it is located on the Service;

iv. Information reasonably sufficient to permit 15Five to contact you, such as your address, telephone number, and, e-mail address;

v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law, and

vi. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Name: David Hassell

Attn: DMCA Notice

15Five: 15Five, Inc.
Address: 3053 Fillmore St., #279, San Francisco, CA 94123

Telephone: 415-967-3483

Fax: 601-510-3274

Email: dmca@15five.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Please note that this procedure is exclusively for notifying 15Five that your copyrighted material has been infringed. The preceding requirements are intended to comply with 15Five's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

8. Mobile Software

8.1. Generally. We may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. 15Five does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. 15Five hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one 15Five account on one mobile device owned or leased solely by you, for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (c) make any copies of the Mobile Software; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (e) delete the copyright and other proprietary rights notices on the Mobile Software.

8.2. You acknowledge that 15Five may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and 15Five or its third-party partners or suppliers retain all right, title, and
interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. 15Five reserves all rights not expressly granted under these Terms. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Software will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Service.

8.3. Mobile Software from Apple App Store. The following applies to any Mobile Software you acquire from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that these Terms is solely between you and 15Five, not Apple, Inc. (“Apple”), and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to 15Five as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to 15Five as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, 15Five, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and 15Five acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.
8.4. Mobile Software from Google Play Store. The following applies to any Mobile Software you acquire from the Google Play Store ("Google-Sourced Software"): (a) you acknowledge that the Agreement is between you and 15Five only, and not with Google, Inc. ("Google"); (b) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (c) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (d) 15Five, and not Google, is solely responsible for its Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (f) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to 15Five’s Google-Sourced Software.

9. Customer Service; Customer Communications and Notice. Please email tos@15five.com for further assistance. Under these Terms, you expressly agree and consent to receive communications and notices, including any notices required by law, from 15Five electronically (in lieu of communication by postal mail). You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We will communicate with you by email or by posting notices on the 15Five Services. You expressly acknowledge and agree that we may also use your email address to send you other messages, such as newsletters, changes to features of the 15Five Services, and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your profile settings. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

10. Eligibility. THE COMPANY SERVICES ARE NOT AVAILABLE TO PERSONS UNDER 18 YEARS OF AGE OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE COMPANY SERVICES BY COMPANY. 15Five may terminate your account, delete any content or information that you have posted on the 15Five Services, and/or prohibit you from using or accessing the Services (or any portion, aspect or feature of the Services) for any reason or no reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18. By clicking the "I Agree" button or by otherwise subscribing to or using the 15Five Services you represent that you are at least 18 years of age.

11. Payment Terms; Charges and Taxes.

11.1. Billing. Customer will pay for the 15Five Services as agreed upon the contract agreement. We may add or adjust Service fees at any time by providing you with thirty (30) days prior notice. You are responsible for all charges incurred under your account made by you or anyone who uses your account (including your Administrators).

11.2. Payment. All payments due are in U.S. dollars unless otherwise indicated on the order page. Fees for credit card orders are due immediately upon order placement. Declined credit card authorizations shall be considered delinquent. You agree to pay for all services that you purchase through the 15Five order page, and we may charge your selected payment method for any such fees owed. You are
required to keep your billing information current, complete, and accurate (e.g., a change in billing address, credit card number, or expiration date) and to notify 15Five if your selected payment method is cancelled (e.g., for loss or theft). Authorization to charge your chosen payment method account will remain in effect until you cancel or modify your payment preferences; provided, however, that such notice will not affect charges submitted before 15Five could reasonably act. Your charges may be payable in advance, in arrears, per usage, or as otherwise described on the 15Five order page. You agree that charges may be accumulated as incurred and may be submitted as one or more aggregate charges during or at the end of the applicable billing cycle. You must cancel your subscription at least five business days prior to the first day of the next payment period (such as, for example, the next calendar month, if you are on a monthly plan) to avoid being charged the renewal fee for such period. THERE ARE NO REFUNDS FOR MONTHLY OR ANNUAL FEES PAID HEREUNDER, FOR ANY REASON. Subject to the foregoing, 15Five does offer the ability to downgrade from a higher paying plan to a lower paying plan, but the change will not be made until the beginning of the next renewal period (e.g., the next month if monthly or the end of the annual contract date if annual). For annual contracts, no refunds are available if you downgrade the number of users or use fewer than the number of seats allotted during the contract year. However, you may use those seats for other users.

11.3. Delinquent Payments. Delinquent payments may bear interest at the rate of 1.5% percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys’ fees) incurred by 15Five in collecting such delinquent amounts, except where such delinquent amounts are due to 15Five’s billing inaccuracies.

11.4. Adding users. If users are added during a cycle, 15Five will bill them a prorated amount for those users for the remainder of the term. For monthly plans, users will be billed at the beginning of the next month a prorated amount for the users during the prior month. For annual plans, each month 15Five will issue a bill for a prorated amount for each new seat for the number of days from the date the user was added through to the end of the annual contract (e.g., if an annual contract for 100 people adds 20 users after 5.5 months, at the end of month 6 15Five will issue an invoice for 20 people prorated for 6.5 months).

12. Users’ Rights to Information. Upon any termination of a User’s account, Users will have fifteen (15) days to request a copy of all data that has been input by or on behalf of the User into such User’s account on the 15Five Services. 15Five will provide the data in Microsoft Excel spreadsheet format within two (2) business days of such request, to the e-mail address on file in the User’s account. Fifteen (15) days after termination of a User’s account, 15Five will have no obligation to retain, and liability for, all User data.

13. Restrictions. When using the 15Five Services you agree not to:

13.1. Upload or transmit via the 15Five Services pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
13.2. Use the 15Five Services for any purpose that is unlawful or is otherwise prohibited by these Terms;

13.3. Use the 15Five Services in any manner that in our sole discretion could damage, disable, overburden, or impair the services;

13.4. Attempt to gain unauthorized access to the 15Five Services, or any part of them, other accounts, computer systems or networks connected to the 15Five Services, or any part of them, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the 15Five Services or any activities conducted on the 15Five Services;

13.5. Modify the 15Five Services in any manner or form, or use modified versions of the 15Five Services, including (without limitation) for the purpose of obtaining unauthorized access to the 15Five Services;

13.6. Use any robot, spider, scraper, or other automated means to access the 15Five Services for any purpose without our express written permission, or bypass any measures we may use to prevent or restrict access to the 15Five Services;

13.7. Impersonate another person or access another User’s account without that person’s permission or to violate any contractual or fiduciary relationships;

13.8. Share 15Five-issued passwords with any third party or encourage any other User to do so;

13.9. Misrepresent the source, identity, or content of Information transmitted via the 15Five Services;

13.10. Modify, adapt, translate or create derivative works based upon the 15Five Services;

13.11. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the 15Five Services, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

13.12. Rent, lease, loan, resell, sublicense, distribute or otherwise transfer the 15Five Services to any third party; provide time sharing or similar services for any third party; or use the 15Five Services for any purpose other than your own internal personal or business use;

13.13. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the 15Five Services, features that prevent or restrict use or copying of any content accessible through the 15Five Services or 15Five Services, or features that enforce limitations on use of the 15Five Services or 15Five Services;
13.14. Access the 15Five Services if you are a direct competitor of 15Five, except with 15Five’s prior written consent, or for any other competitive purposes; or

13.15. Collect or harvest any personally identifiable information, including account names, from the 15Five Services.

14. Violations; Termination. You agree that 15Five, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with 15Five. In addition, 15Five reserves the right to discontinue any aspect of the 15Five Services at any time, including the right to discontinue the display of any Information. You agree that any termination of your access to the 15Five Services or any account you may have or portion thereof may be affected without prior notice, and you agree that 15Five will not be liable to you or any third-party for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the 15Five Services may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies 15Five may have at law or in equity.

15. User Provided Information.

15.1. Definition of User Provided Information; Ownership. 15Five may now or in the future permit the uploading of Information through the 15Five Services (“User Provided Information”), and the hosting, sharing, display and/or analysis of such User Provided Information. Users may use their account settings to control other Users’ access to their User Provided Information (“User Permissions”). User Provided Information shall also include, without limitation, questions, responses, and related data, in any format or media, whether now known or hereafter developed within the 15Five Services and through any applicable channels. 15Five will use its commercially reasonable efforts to apply User Permissions. However, 15Five does not guarantee that User Permissions will always be applied, or that your User Provided Information will be kept secure from viewing by others, or from damage or loss. 15Five takes no responsibility and assumes no liability for any User Provided Information that you or any other Users or third parties post or send over the 15Five Services. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Provided Information that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the 15Five Services is solely your responsibility. If you want 15Five to remove your User Provided Information from the 15Five Services, please delete it as specified in the 15Five Services. However, other Users may have already copied or forwarded your User Provided Information to others, making recovery impossible. 15Five is not responsible for any public display or misuse of your User Provided Information. You understand that whether or not such User Provided Information is displayed, 15Five does not guarantee any confidentiality with respect to any User Provided Information. Users retain all right, title, and interest in and to all User Provided Information.
15.2. License Grant to 15Five. By submitting User Provided Information to 15Five Services, you hereby grant to 15Five a worldwide, non-exclusive, sublicensable, transferable, perpetual, irrevocable, fully paid-up, and royalty-free license to use, display, reproduce, modify, publish, distribute, list information regarding, edit, translate and analyze your User Provided Information within the 15Five Services in any formats and through any applicable channels. 15Five’s use of User Provided Content and/or related data in a manner that identifies any User shall be in accordance with 15Five’s Privacy Policy. Subject to the 15Five Privacy Policy, 15Five shall be free to use any User Provided Information, or content or information submitted by any user or Administrator, for any purpose whatsoever, which may include without limitation the purposes of providing the applicable features and functionality of the 15Five Services, improving the way the 15Five Services work and look, to create new features and functionality, or aggregating non-personally identifiable data for marketing or promotional purposes.

15.3. Limited License Grant to other 15Five Users. By submitting User Provided Information to 15Five Services, in cases where you display your User Provided Information for other Users to view or when you directly exchange or otherwise provide your User Provided Information to other Users as permitted by certain 15Five Services functionality and these Terms, you hereby grant to such Users of the 15Five Services a non-exclusive license to use, display, and reproduce such User Provided Information as necessary for such Users to use the relevant 15Five Services functionality or features.

15.4. License Termination. The foregoing licenses granted by you terminate as to specific User Provided Information once you remove or delete such User Provided Information from the 15Five Services; except for 15Five’s right to archive such User Provided Information in accordance with its standard policies and to use such Information in aggregate form to improve the way the 15Five Services work and look, and to create new features and functionality.

15.5. Required Rights. You shall be solely responsible for your own User Provided Information and the consequences of posting or publishing it. In connection with User Provided Information, you affirm, covenant, represent and warrant that you own, or have the necessary licenses, rights, consents, and permissions to use and to authorize 15Five and 15Five’s Users to use the User Provided Information uploaded by you as necessary to exercise the licenses granted by you in this Section 14, and otherwise in the manner contemplated by 15Five and these Terms.

15.6. User Provided Information Representations. You agree not to submit User Provided Information that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User
Provided Information that you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights, rights of publicity and privacy. 15Five reserves the right, but is not obligated, to reject and/or remove any User Provided Information that 15Five believes, in its sole discretion, violates these provisions.

15.7. User Provided Information Disclaimer. You understand that when using 15Five Services you will be exposed to User Provided Information from a variety of sources, and that 15Five is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Provided Information. You further understand and acknowledge that you may be exposed to User Provided Information that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against 15Five with respect thereto, and agree to indemnify and hold 15Five, its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of User Provided Information. 15Five does not endorse any User Provided Information or any opinion, recommendation or advice expressed therein or based upon such User Provided Information, and 15Five expressly disclaims any and all liability in connection with User Provided Information. If notified by a User or a content owner of User Provided Information that allegedly does not conform to these Terms, 15Five may investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Provided Information, which it reserves the right to do at any time. 15Five does not permit copyright infringing activities on 15Five Services.

16. Ownership; Proprietary Rights. The 15Five Services are owned and operated by 15Five. The visual interfaces, graphics, design, compilation, information, computer code, products, software, services, and all other elements of the 15Five Services provided by 15Five, but expressly excluding any of the foregoing owned or licensed by and posted to the 15Five Services at the direction of Users (including without limitation User Provided Information) ("Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any technology licensed by 15Five, which is owned by and provided by our third-party licensors, all Materials contained in the 15Five Services, including without limitation the intellectual property rights therein and thereto, are the property of 15Five or its subsidiaries or affiliated companies. All trademarks, service marks, and trade names are proprietary to 15Five or its affiliates and/or third-party licensors. Except as expressly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Materials or the intellectual property rights therein or thereto, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

17. Third-Party Sites, Disclaimer of Content Warranties.
17.1. The 15Five Services may call the servers of other web sites or services solely at the direction of and as a convenience to Users ("Third-party Sites"). 15Five makes no express or implied warranties with regard to the information, or other material, products, or services that are contained on or accessible through Third-party Sites. Access and use of Third-Party Sites, including the information, material, products, and services on such sites or available through such sites, is solely at your own risk.

17.2. YOU ACKNOWLEDGE THAT COMPANY DOES NOT MANAGE OR CONTROL THE USER PROVIDED INFORMATION THAT YOU ACCESS, STORE OR DISTRIBUTE THROUGH THE COMPANY SERVICES, AND ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THAT INFORMATION REGARDLESS OF WHETHER SUCH USER PROVIDED INFORMATION IS TRANSMITTED TO OR BY YOU IN BREACH OF THESE TERMS. COMPANY MAKES NO WARRANTY WITH RESPECT TO SUCH USER PROVIDED INFORMATION YOU MAY ACCESS, STORE OR DISTRIBUTE THROUGH THE COMPANY SERVICES. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO WARRANTY THAT SUCH USER PROVIDED INFORMATION WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, CANCELBOT, OR OTHER DESTRUCTIVE OR MALICIOUS CODE OR PROGRAMS. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST 15FIVE WITH RESPECT TO THIRD-PARTY AND/OR USER PROVIDED INFORMATION THAT YOU CHOOSE TO ACCESS, STORE OR DISTRIBUTE, THROUGH THE COMPANY SERVICES.

18. Security and Privacy Settings. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you are under no obligation to provide personal or sensitive information in order to use the 15Five Services, and that you provide any personal or sensitive information at your own risk.

19. Disclaimers; No Warranties.

19.1. THE COMPANY SERVICES AND ANY THIRD-PARTY OR USER PROVIDED INFORMATION, SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH COMPANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY, ITS SUPPLIERS, LICENSORS, AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.
19.2. COMPANY, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE
FUNCTIONS CONTAINED IN COMPANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE
(INCLUDING WITHOUT LIMITATION ANY FORECASTS OR PREDICTIONS RELATED TO THE PROJECT
MANAGEMENT FUNCTIONALITY AND BASED UPON USER PROVIDED INFORMATION THEREIN), THAT
THE COMPANY SERVICES WILL MEET YOUR REQUIREMENTS, THAT DEFECTS WILL BE CORRECTED,
OR THAT COMPANY SERVICES OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR
OTHER HARMFUL COMPONENTS.

19.3. COMPANY, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR MAKE ANY
REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF COMPANY SERVICES IN
TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT COMPANY
NOR ITS SUPPLIERS, LICENSOR OR PARTNERS) ASSUME THE ENTIRE COST OF ANY NECESSARY
SERVICING, REPAIR, OR CORRECTION. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR
OTHERWISE OBTAIN THIRD-PARTY OR USER PROVIDED INFORMATION, MATERIAL, OR DATA
THROUGH THE USE OF COMPANY SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU
WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA
THAT RESULTS FROM THE DOWNLOAD OF SUCH THIRD-PARTY OR SUBSCRIBER PROVIDED
INFORMATION, MATERIAL, OR DATA. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR THE
DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE OR MAINTAIN ANY
THIRD-PARTY OR USER PROVIDED INFORMATION.

19.4. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE
EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL
OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU
MIGHT HAVE ADDITIONAL RIGHTS.

20. Limitation of Liability.

20.1. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL COMPANY
OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS,
OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE,
RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSSES OR LIABILITY
RESULTING FROM LOSS OF DATA, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOSS OF
BUSINESS OPPORTUNITY) THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE
INFORMATION OR MATERIALS ON COMPANY SERVICES, OR ANY OTHER INTERACTIONS WITH
COMPANY, EVEN IF COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED
OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR
EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE
LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, COMPANY'S LIABILITY WILL
BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
20.2. **IN NO EVENT WILL COMPANY’S OR ITS AFFILIATES’, CONTRACTORS’, EMPLOYEES’, AGENTS’, OR THIRD-PARTY PARTNERS’, LICENSOR’S, OR SUPPLIERS’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF COMPANY SERVICES, INCLUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS, (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING COMPANY SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.**


21. **Location of the 15Five Services.** The 15Five Services are controlled and operated from our facilities in the United States. 15Five makes no representations that the 15Five Services are appropriate or available for use in other locations. Those who access or use the 15Five Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. You may not use the 15Five Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the 15Five Services are solely directed to individuals, companies, or other entities located in the U.S. By using the 15Five Services, you are consenting to have your personal data transferred to and processed in the United States.

22. **Indemnification; Hold Harmless.** You agree to defend, indemnify and hold harmless 15Five and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) your use of and access to the 15Five Services, including any data or work transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Provided Information or any other data that are submitted via your account; or (vi) any other party’s access and use of the Service with your unique username, password or other appropriate security code.
15Five will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by 15Five. 15Five will use reasonable efforts to notify you of any such claims, actions, or proceedings upon becoming aware of the same.

23. Miscellaneous.

23.1. Notice. 15Five may provide you with notices, including those regarding changes to 15Five’s terms and conditions, by email, regular mail or postings on the 15Five Services. Notice will be deemed given twenty-four hours after email is sent, unless 15Five is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the 15Five Services. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the 15Five Services is deemed given 5 days following the initial posting.

23.2. Waiver. The failure of 15Five to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by 15Five.

23.3. Governing Law. These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

23.4. Jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms or 15Five will be filed only in the state or federal courts in and for San Francisco County, California, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

23.5. Severability. If any provision of these Terms or any Guideline is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

23.6. Assignment. These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by 15Five without restriction.

23.7. Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration, including, but not limited to, Sections 4-6, and 8 through 22 herein.

23.8. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.
23.9. Entire Agreement. This is the entire agreement between you and 15Five relating to the subject matter herein and will not be modified except in a writing, signed by both parties, or by a change to these Terms or Guidelines made by 15Five as set forth in Section 3 above.

23.10. Claims. YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE COMPANY SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

23.11. Disclosures. The services hereunder are offered by 15Five, Inc., located at: 3053 Fillmore St., #279, San Francisco, CA 94123 and email: tos@15five.com. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

These Terms were last modified on October 14, 2016.

Try 15Five today

Your email address

Get started

15Five is on a mission
to bring out the best in people at work.

Our Philosophy (http://www.15five.com/philosophy/core-values/)
# Order Form

**Created:** 12/01/2017  **Expiration:** 11/30/2018

<table>
<thead>
<tr>
<th>Prepared by</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Rafferty</td>
<td>Texas A&amp;M</td>
</tr>
<tr>
<td>415-741-6081</td>
<td><a href="mailto:swolese3@tamu.edu">swolese3@tamu.edu</a></td>
</tr>
<tr>
<td><a href="mailto:tim@15five.com">tim@15five.com</a></td>
<td></td>
</tr>
<tr>
<td>15Five</td>
<td>400 Bizzell St, College Station, TX 77843</td>
</tr>
<tr>
<td>637 Natoma Street, #5</td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA 94103</td>
<td></td>
</tr>
</tbody>
</table>

## Subscription

<table>
<thead>
<tr>
<th>Plan</th>
<th>Term</th>
<th>License</th>
<th>Users</th>
<th>Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15Five Plus</td>
<td>Annual</td>
<td>$8.40 per person/ per month</td>
<td>180</td>
<td>$18,144</td>
</tr>
</tbody>
</table>

**Total Price** $18,144

## Deliverables

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
<th>Plan Includes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question Bank</td>
<td>Access curated questions from 15Five customers and inspiring leaders.</td>
<td>x</td>
</tr>
<tr>
<td>Pulse Check</td>
<td>Know how your people are feeling week over week.</td>
<td>x</td>
</tr>
<tr>
<td>High Fives</td>
<td>Celebrate your peers and share the love on the High Five Dashboard.</td>
<td>x</td>
</tr>
<tr>
<td>Custom Reports</td>
<td>Slice and dice your 15Five data to see answers to any question over time.</td>
<td>x</td>
</tr>
<tr>
<td>Metrics &amp; Trends</td>
<td>Ask quantitative questions and see the data over time on the Trends Dashboard.</td>
<td>x</td>
</tr>
<tr>
<td>One-Time Polls</td>
<td>Ask your team or company one-time questions and view the results on the Polls Dashboard.</td>
<td>x</td>
</tr>
<tr>
<td>Goals &amp; Accomplishments</td>
<td>Help your team set and track weekly priorities.</td>
<td>x</td>
</tr>
<tr>
<td>Objectives</td>
<td>Create, cascade, track and manage company wide, departmental and individual goals</td>
<td>x</td>
</tr>
<tr>
<td>1-1 Meeting Agenda</td>
<td>Flag items for later discussion and document 1-1 meetings</td>
<td>x</td>
</tr>
<tr>
<td>Bulk Import</td>
<td>Import employee database and create accounts.</td>
<td>x</td>
</tr>
<tr>
<td>Export Report Data</td>
<td>User level content.</td>
<td>x</td>
</tr>
<tr>
<td>Single Sign-On</td>
<td>Simplify your team's user management and access while enhancing security</td>
<td>x</td>
</tr>
<tr>
<td>Slack Integration</td>
<td>Push anything from 15Five into a dedicated Slack channel.</td>
<td>x</td>
</tr>
</tbody>
</table>
## Order Form

<table>
<thead>
<tr>
<th>Services</th>
<th>Description</th>
<th>Plan Includes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Security Audit</td>
<td>Unauthorized login, IP access and user event activity.</td>
<td>x</td>
</tr>
<tr>
<td>Multi-factor Authentication</td>
<td>Access control via two step user verification.</td>
<td>x</td>
</tr>
<tr>
<td>Best-Sell Reviews</td>
<td>Access when they are released</td>
<td>x</td>
</tr>
<tr>
<td>Personalized Onboarding &amp;</td>
<td>Dedicated Implementation Specialist for training and onboarding based on your</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>organization's specific needs.</td>
<td>x</td>
</tr>
<tr>
<td>Ongoing Configurations</td>
<td>Custom question consultations and Quarterly Business Reviews.</td>
<td>x</td>
</tr>
<tr>
<td>Ongoing Virtual Training</td>
<td>On demand training of key personnel for existing features, updates, and new</td>
<td></td>
</tr>
<tr>
<td></td>
<td>features.</td>
<td></td>
</tr>
<tr>
<td>Priority Support</td>
<td>Accessible to all users. To include bug fixes, updates, and new features.</td>
<td>x</td>
</tr>
<tr>
<td>Dedicated Customer Success</td>
<td>Support, feature education, user adoption, recommendations, and configurations.</td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td></td>
<td>x</td>
</tr>
</tbody>
</table>

## Terms & Conditions

1. I certify that I am authorized to execute this Order Form on behalf of the Customer.
2. This Order Form is noted as “Confidential Information”.
3. Invoice will be sent upon Order Form execution and payable upon receipt via ACH or Wire.
4. By executing this Order Form and using the 15Five services, Customer agrees to the 15Five Terms of Service.

## Signatures

<table>
<thead>
<tr>
<th>By Customer: Texas A&amp;M University</th>
<th>By 15Five:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Robert C. Bounds</td>
<td>Name: Tim Refferty</td>
</tr>
<tr>
<td>Title: Director, Procurement Services</td>
<td>Title: Account Executive</td>
</tr>
<tr>
<td>Date: December 15, 2017</td>
<td>Date:</td>
</tr>
<tr>
<td>Signature: [Signature]</td>
<td>Signature:</td>
</tr>
</tbody>
</table>
ADDENDUM
by and between
TEXAS A&M UNIVERSITY
and
15FIVE, INC.

This addendum by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Customer") and 15Five, Inc. ("Company") amends and supplements the Order Form to which this Addendum is attached and the Terms of Service made available on Company's website. The Order Form and Terms of Service are hereinafter collectively referred to as "the Agreement". 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, Customer is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.

2. Customer agrees to all payment of damages, court costs and attorney's fees, waiver, limitation of liability, and/or indemnification and hold harmless language within the Agreement, if any, to the extent permitted by applicable law. Additionally, any provision related to jurisdiction, governing law, and/or statute of limitations within the Agreement is deleted.

3. Company acknowledges that the defense of any claim, action, or proceeding on behalf of Customer is subject to the prior approval of the Texas Attorney General.

4. The following language 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 Sections 2107.008 and 2252.903, Texas Government Code, Company agrees that any payments owing to Company under the 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.

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."

Public Information Act. Company acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to the Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, Company will provide specified public information exchanged or created under the Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Customer in a non-proprietary format acceptable to
Customer. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access. Company acknowledges that Customer 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.

**Governing Law.** The validity of the Agreement and all matters pertaining to the 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.

**Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Customer shall be in Brazos County, Texas.

**Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**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 Customer 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 Customer, 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 the 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 Customer or TAMUS, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.

**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 Customer under the 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 Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

**Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, Texas Government Code, Company certifies that Company (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of the Agreement. Customer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Company certifies that Company (1) is not engaged in
business with Iran, Sudan, or a foreign terrorist organization. Company acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

**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.

**Loss of Funding.** Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to Company and Customer may terminate the Agreement without further duty or obligation hereunder. Company acknowledges that appropriation of funds is beyond the control of Customer.

**State Auditor’s Office.** Company understands that acceptance of funds under the 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 Customer is an agency of the State of Texas and nothing in the 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.

**Independent Contractor.** For the purposes of the Agreement and all services to be provided thereunder, 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.

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

---

**ACCEPTED & AGREED:**

1ST FIVE, INC.  
Signature: [Signature]  
Name: [Name]  
Title: [Title]  
Date: [Date]

TEXAS A&M UNIVERSITY  
Signature: [Signature]  
Name: [Name]  
Title: [Title]  
Date: [Date]