

SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement (together with the Order Form (as defined below) and any exhibits here to or thereto (this “Agreement”) is made and entered into as of July 13th, 2020 (the “Effective Date”), by and between AdmitHub, Inc., a Delaware corporation, with a business address located at 38 Chauncy St, 11th Floor, Boston, MA 02109 (“AdmitHub”) and University of North Texas, with a business address located at 1155 Union Cir., Denton, Texas, 76203 (“Subscriber”).

BACKGROUND

AdmitHub makes available certain products and services, including AdmitHub’s proprietary software-as-a-service platform and related chatbots and knowledge base. AdmitHub and Subscriber have entered into the order form attached hereto as Exhibit A (the “Initial Order Form”) and, from time to time, AdmitHub and Subscriber may enter into additional order forms that expressly reference, and are governed by, this Software-as-a-Service Agreement and executed by authorized representatives of the parties (including the Initial Order Form, each an “Order Form”), pursuant to which Subscriber will purchase a license to access and use certain services ordered by Subscriber on the applicable Order Form (the “Services”). This Software-as-a-Service Agreement is incorporated by reference into each Order Form to create separate agreements for the rights and services described therein. Subscriber desires to use for itself the Services, in accordance with the terms and conditions set forth below. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

TERMS & CONDITIONS

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Subscriber to access and use the Services.

1.2 “Authorized User” means any individual who is an employee or contractor of Subscriber or is authorized by Subscriber to access and use the Services pursuant to Subscriber’s rights under this Agreement.

1.3 “Confidential Information” means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied to the Receiving Party under this Agreement. Confidential Information does not include any aggregated De-Identified Data covered by Section 8.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; (c) is lawfully acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 “Directory Information.” unless otherwise set forth in the applicable Order Form, includes, but is not limited to, student name, address, , University-assigned email address, photograph, date and place of birth, enrollment status e.g., undergraduate or graduate, full-time or part-time), major field of study, dates of attendance (including graduation date), degrees and awards received, participation in officially recognized activities and sports, and the most recent educational agency or institution attended.

1.5 “Confidential Student Information” means any information about a student who is enrolled or was previously enrolled at Subscriber’s institution, or a current or previous prospective student at Subscriber’s institution except for Directory Information.

Confidential Student Information includes, without limitation, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that by its nature should be considered confidential to that student. Confidential Student Information does include any information regarding persons who do not enroll at Subscriber's institution.

1.6 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information), that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, and dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.7 "Documentation" means the technical materials provided by AdmitHub to Subscriber in hard copy or electronic form or made available at www.admithub.com/resources, describing the use and operation of the Services.

1.8 "Error" means a reproducible failure of the Services (i.e., and not of a user) to substantially conform to the Documentation. For the sake of clarification the AdmitHub chatbot engine learning process and any mistakes shall not constitute an Error for the sake of this Agreement.

1.9 "Error Corrections" means bug fixes or workarounds which correct Errors.

1.10 "Knowledge Base" means AdmitHub's proprietary, algorithm-based data structure that underlies the Services.

1.11 "Subscriber Content" means any content and information submitted via or in connection with the Service by or on behalf of Subscriber by an Authorized User of the Services. For clarity, Subscriber Content does not include any portion of the Knowledge Base.

1.12 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by AdmitHub as required for Subscriber to access and use the Services.

2. PROVISION OF SERVICES

2.1 Access. Subject to Subscriber's payment of the Fees and compliance with the terms of this Agreement, AdmitHub will provide Subscriber with the Services and access thereto. Promptly following the Effective Date, AdmitHub shall provide to Subscriber the necessary network links or connections and Access Protocols to allow Subscriber and its Authorized Users to access the Services in accordance with the Access Protocols, this Agreement, and the applicable Order Form. AdmitHub shall comply with all applicable law related to the provision of the Services.

2.2 Uptime; Support Services. AdmitHub will use commercially reasonable efforts to provide the Services in a manner that minimizes errors and interruptions in accessing the Services, as set forth in AdmitHub's service level agreement available at <http://www.admithub.com/legal/sla> (the "SLA"). AdmitHub will provide Subscriber with the support services described in the SLA.

2.3 Hosting. AdmitHub shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require AdmitHub to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Subscriber, any Authorized User or any other user to provide access from the Internet to the Services.

2.4 No Third-Party Servicer Status. Subscriber understands and agrees that this Agreement does not purport to render AdmitHub a Third Party Servicer as that term is defined at 34 C.F.R. §§ 668.2, 668.25 and AdmitHub shall not undertake any work pursuant to this Agreement inconsistent with this Section 2.4. Subscriber further agrees that it shall not report AdmitHub as a Third Party Servicer to the U.S. Department of Education or any other governmental agency or accrediting body.

3. INTELLECTUAL PROPERTY

3.1 Access Grant. Subject to the terms and conditions of this Agreement, AdmitHub hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable right during the Term, solely for Subscriber's internal business purposes and in accordance with

the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation for the purpose of sending informational communications (including by text message) to persons concerning Subscriber's student application and/or enrollment processes and/or other processes related to student retention; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Subscriber's authorized use of the Services.

3.2 Restrictions. Subscriber agrees that it will not, nor will Subscriber cause or permit any Authorized User or other party to, (a) access or use the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) remove or obscure any proprietary notices or labels of AdmitHub; or (g) access or use the Services in violation of applicable law.

3.3 Ownership. Except for the licenses granted by AdmitHub under this Agreement, AdmitHub owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1 or 3.2. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Subscriber's rights under, or grants Subscriber rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software; provided, however, that AdmitHub represents and warrants that no such Open Source Software license terms are: (i) materially inconsistent with terms herein, or (ii) restricts or prevents the intended use of the Services. If required by any license for particular Open Source Software, AdmitHub makes such Open Source Software, and AdmitHub's modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

3.5 Feedback. Subscriber may from time to time provide suggestions, comments for enhancements or functionality or other feedback to AdmitHub with respect to the Services or other of AdmitHub's products and services ("Feedback"). AdmitHub will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Subscriber hereby grants to AdmitHub a royalty-free, fully paid up, worldwide, transferable, sublicensable (through multiple tiers), irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback and/or any subject matter thereof, in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback in whole or in part.

4. FEES.

Subscriber shall pay AdmitHub the fees set forth in the Order Form (the "Fees"). AdmitHub shall invoice Subscriber for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Subscriber within thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. To the extent permitted by applicable law, Subscriber shall pay interest on any overdue balance at the rate of 1 ½% per month or the maximum permitted by law, whichever is less. All taxes and other governmental charges (except for income taxes), if any, imposed on Subscriber payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Subscriber.

5. SUBSCRIBER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Subscriber hereby grants AdmitHub a non-exclusive, worldwide, royalty-free, sublicensable and non-transferable (except in accordance with Section 12 of this Agreement) license to copy, display, distribute, modify and otherwise use the Subscriber Content and Subscriber's trademarks, service marks, tradenames and logos (collectively, "Subscriber Marks") as required to provide the Services solely in accordance with the terms of this Agreement and in accordance with Subscriber's use guidelines as provided to AdmitHub from time to time. As between the parties, Subscriber owns all right, title and interest in the Subscriber Content and Subscriber Marks.

5.2 Subscriber Warranty. Subscriber represents and warrants that (a) prior to using the Services to send or to authorize AdmitHub to send any informational communication (including by text message) to any person, Subscriber shall obtain, in such form as required by applicable law, the prior express consent of such person for Subscriber or AdmitHub, as applicable, to contact them (including by call and/or text message) via the Services; (b) Subscriber will use the Services only to send informational communications (including by text message) about Subscriber's student application and/or enrollment processes and/or processes related to student retention to persons who have provided such prior express consent; and (c) the Subscriber Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage AdmitHub's system or data; or (v) otherwise violate any privacy or other right of any third party.

5.3 Authorized User Access. Subscriber may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Subscriber is solely responsible for maintaining the confidentiality of Access Protocols and AdmitHub will not be liable for any activities undertaken by anyone using Subscriber's Access Protocols. Subscriber will immediately notify AdmitHub of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Subscriber.

5.4 Subscriber Responsibility for Access, Content and Security. Unless otherwise specified on the Order Form, AdmitHub is not obligated to back up any Subscriber Content; Subscriber is solely responsible for creating backup copies of any Subscriber Content at Subscriber's sole cost and expense. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content. Subscriber shall provide at least one staff member and three student resources to collaborate with AdmitHub and Subscriber shall maintain the Supported Environment (if any) described in the Order Form. Subscriber shall be responsible for maintaining the answers to students' questions. Subscriber shall be responsible for creating, updating, or deleting the answers it wants to provide to students.

5.5 Subscriber Consent to Certain Authorized User Contacts. Subscriber agrees that AdmitHub may contact Authorized Users (including by text message, email, or messages sent directly through an Authorized User's use of the Services) to provide such Authorized Users with the ability to opt-in to other services that AdmitHub may offer or provide from time to time; provided, however, that any such contact by AdmitHub with an Authorized User will comply with all applicable state and federal laws (including the requirements of the Federal Trade Commission, Federal Communications Commission and U.S. Department of Education). Authorized Users will be able to opt out of these communications from AdmitHub, if desired.

6. LIMITED WARRANTY AND DISCLAIMERS.

6.1 Limited Warranty AdmitHub warrants that the Services will conform in all material respects to the SLA set forth in Section 2.2 when accessed and used in accordance with the Documentation. The remedies set forth the SLA are Subscriber's sole remedies and AdmitHub's sole liability under the limited warranty set forth in this Section 6.1.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF SUBSCRIBER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 AND OTHERWISE IN THIS AGREEMENT, THE DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ADMITHUB MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ADMITHUB

DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

7 LIMITATION OF LIABILITY.

EXCLUDING LIABILITY ARISING FROM (I) EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (II) SUBSCRIBER'S INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE ADMITHUB'S INTELLECTUAL PROPERTY RIGHTS OR SUBJECT MATTER THEREOF, AND (IV) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADMITHUB, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY SUBSCRIBER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO SUBSCRIBER.

NOTWITHSTANDING ANYTHING ELSE, IN NO CASE SHALL ADMITHUB HAVE ANY LIABILITY OR OBLIGATIONS RELATED TO STUDENTS, PROSPECTIVE STUDENTS OR OTHER NON-AUTHORIZED USERS' CONTENT, POSTS OR OTHER USE OF THE SERVICES.

8 CONFIDENTIALITY; PRIVACY

8.1 Confidentiality. Each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose or otherwise make available, directly or indirectly, to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Subscriber as Receiving Party) or to those employees, contractors, and agents who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information and have executed a written agreement imposing, or are otherwise by operation of their employment, professional, or other obligations bound by, obligations of confidentiality and nonuse no less restrictive than those provided herein (provided, the preceding sentence shall not prevent Subscriber from allowing students and prospective students to access and use the Services as contemplated by the Documentation and in accordance with the terms and conditions of this Agreement). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence. Notwithstanding the foregoing, AdmitHub acknowledges that to the extent that Subscriber is a public institution subject to applicable freedom of information laws, Subscriber's obligations under such laws may supersede its obligations under this Section 8.1.

8.2 Privacy. AdmitHub agrees that its performance of the Services may involve the disclosure of Confidential Student Information to AdmitHub by Subscriber or otherwise. AdmitHub agrees that it will not use or re-disclose Confidential Student Information except in compliance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and all applicable state and federal laws, and solely for the purposes of performing the Services. Subscriber acknowledges that AdmitHub shall be considered a "school official" with a legitimate educational interest in receiving Confidential Student Information under FERPA and AdmitHub agrees that it, its contractors, and agents, will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Confidential Student Information should such Confidential Student Information be required to be disclosed by AdmitHub to its contractors or agents. Subscriber agrees and consents to AdmitHub's use of Directory Information so long as such use complies with FERPA and the terms of this Agreement. Subscriber acknowledges that it is responsible for notifying AdmitHub that a student has opted-out of Subscriber's "Directory Information Policy."

8.3 Data Security. AdmitHub agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Such standards include but are not limited to: all personally identifiable information is secured against disclosure, modification, and unauthorized individuals by being encrypted at rest, secured in transit with SSL, and securely destroyed in accordance with record retention policies and FERPA. All data is stored in AdmitHub's non-relational Mongo DB with name-spaced database collection objects being maintained for each student user in order to maintain the data integrity, security and privacy for Subscriber. AdmitHub shall implement and maintain commercially reasonable administrative, technical and physical security measures to protect Confidential Information from unauthorized access, disclosure and use. AdmitHub will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. AdmitHub will have a data breach response plan and will take commercially reasonable steps to notify Subscriber once it becomes aware of a data breach known to involve, or likely involving, Subscriber Confidential Information Confidential Student Information. AdmitHub shall provide such other information, including a written report, as reasonably requested by Subscriber. AdmitHub will cooperate with Subscriber to comply with any applicable data breach notification laws.

8.4 Aggregated and De-Identified Data. AdmitHub may use aggregated De-Identified Data for general research and development purposes, improving its existing products and services, marketing purposes, and any other business purposes. AdmitHub agrees that it shall not attempt to re-identify any aggregated De-Identified Data unless such re-identification complies with the terms of this Agreement. AdmitHub further agrees that it shall not transfer De-Identified Data to any other party unless that party agrees not to attempt re-identification; provided, however, that AdmitHub may transfer De-Identified Data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 12 of this Agreement.

8.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter AdmitHub shall, in a reasonable period of time, return all Confidential Student Information to Subscriber or shall destroy such Confidential Student Information that AdmitHub knows it possesses to the extent that destruction is reasonably practicable. AdmitHub shall not be required to return or destroy Directory Information it has received or obtained. AdmitHub shall not be required to return or destroy aggregated data or De-Identified Data. Subscriber acknowledges that some data may remain in archive or other files following AdmitHub commercially reasonable attempt to return or destroy Confidential Student Information.

8.6 California Consumer Privacy Act Compliance. Where Subscriber is a for-profit entity, the parties agree that Subscriber is a "Business" and AdmitHub is a "Service Provider," as those terms are defined in the California Consumer Privacy Act (the "CCPA") for the purposes of the CCPA. Subscriber warrants that its use and processing of Confidential Information, including Confidential Student Information, shall comply with the CCPA. Except as provided in Section 8.4, AdmitHub will not use any portion of the Confidential Information or Confidential Student Information which constitutes "Personal Information" (as that term is defined in the CCPA) under the CCPA other than as necessary to provide the Services. Other than promptly forwarding to Subscriber any CCPA rights requests related to such Personal Information AdmitHub received from Subscriber and deleting any such Personal Information as requested by Subscriber, AdmitHub shall bear no responsibility for responding to any CCPA rights request. Subscriber agrees that it will only disclose Personal Information to AdmitHub where there is a "Business Purpose" (as defined in the CCPA) to do so.

9. INDEMNIFICATION

9.1 By AdmitHub. AdmitHub shall indemnify, defend and hold harmless Subscriber against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, U.S. patent or other intellectual property right of a third party, and AdmitHub shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by AdmitHub. If any portion of the Services becomes, or in AdmitHub's opinion is likely to become, the subject of a claim of infringement, AdmitHub may, at AdmitHub's option, and as Subscriber's sole and exclusive remedy therefor in addition to the above indemnity: (a) procure for Subscriber the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing without loss of functionality; or (d) terminate this Agreement and refund any fees paid by Subscriber to AdmitHub for the remainder of the term then in effect and for loss of use, and upon such termination, Subscriber will immediately cease all access and use of the Documentation and Services. Notwithstanding the foregoing, AdmitHub shall have no obligation under this Section 9.1 or otherwise

with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied or approved by AdmitHub; or (iii) any unauthorized modification of the Services by any person other than AdmitHub or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Subscriber and the entire liability of AdmitHub, and any of the officers, directors, employees, shareholders, contractors or representatives of AdmitHub, for claims and actions described in this Section 9.1.

9.2 By Subscriber. In the manner and only to the extent permitted by law, without waiver of sovereign immunity (to the extent Subscriber is a public entity), Subscriber shall indemnify defend and hold harmless AdmitHub against any third-party claims arising out of (a) any failure by Subscriber or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by the Federal Trade Commission, the Federal Communications Commission, and the U.S. Department of Education) in connection with its provision and AdmitHub's authorized use or display of Subscriber Content (including student information provided by Subscriber) hereunder solely (in each case) to provide Services to Subscriber, (b) AdmitHub's authorized use or display of Subscriber Marks; (c) Subscriber's unauthorized access or use of Services hereunder; and/or (d) any breach of Subscriber's access grant set forth in Section 3.1 and/or representations, warranties and covenants set forth in Section 5.2, and Subscriber shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Subscriber. This Section 9.2 states the sole and exclusive remedy of AdmitHub and the entire liability of Subscriber, and any of the officers, directors, employees, shareholders, contractors or representatives of Subscriber, for the claims and actions described in this Section 9.2.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. The indemnifying party will not settle or compromise any claim or suit involving indemnified party without indemnified party's written consent, which will not be unreasonably withheld, conditioned or delayed.

10 TERM AND TERMINATION

10.1 Term. This Software-as-a-Service Agreement commences on the Effective Date and shall continue until terminated in accordance with Section 10.2 or by written agreement of the parties.

10.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach. If there are no outstanding Order Forms, upon thirty (30) days written notice to the other party, either party may terminate this Software-as-a-Service Agreement as of the date specified in such notice of termination.

10.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; (b) AdmitHub shall cease to make available and Subscriber shall cease to access and use the Services. Termination shall not relieve Subscriber's obligation to pay all charges for the period before the effective date of termination. Sections 3.2, 3.3, 3.5, 4, 5.2, 5.4, 6.2, 7, 8, 9, 10.3, 11 and 12 will survive the expiration 2.1 or termination of this Agreement.

11. GOVERNING LAW AND VENUE.

This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against Subscriber shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

12. Certification

Eligibility to Receive Payment. By entering into and performing under this Agreement, AdmitHub certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, AdmitHub hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

13. Limitations.

Subscriber is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on Subscriber property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on Subscriber, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

14. Public Information.

Subscriber shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, AdmitHub shall make public information available to Subscriber in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and AdmitHub agrees that the contract can be terminated if AdmitHub knowingly or intentionally fails to comply with a requirement of that subchapter. Further, AdmitHub agrees (1) to preserve contracting information for the duration of the contract and according to Subscriber records retention requirements; (2) to promptly provide contracting information to Subscriber when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to Subscriber or to preserve all contracting information according to Subscriber's records retention requirements.

15. Breach of Contract Claims Against Subscriber.

Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against Subscriber that cannot be resolved in the ordinary course of business.

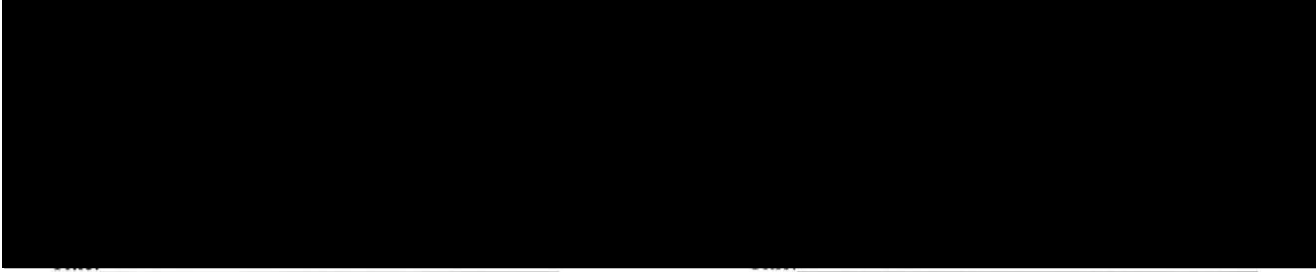
16. MISCELLANEOUS.

The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. This Software-as-a-Service Agreement, together with the attached Order Form(s), contains the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and this Software-as-a-Service Agreement, the terms contained in the Order Form shall control. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of all or substantially all of its assets related to this Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Subscriber agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

IN WITNESS WHEREOF, the parties heretohave signed this Software-as-a-Service Agreement as of the Effective Date.

ADMITHUB, INC.

University of North Texas



Date: 08/28/2020

Date: 9-1-2020

EXHIBIT A INITIAL ORDER FORM

This Order Form is governed by the Software-as-a-Service Agreement executed between AdmitHub, Inc. (“AdmitHub”) and University of North Texas (“Subscriber”) on July 13th, 2020 (the “Software-as-a-Service Agreement”). Please review the Software-as-a-Service Agreement prior to executing this Order Form. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Software-as-a-Service Agreement, which is hereby incorporated by reference into this Order Form.

Order Form Term Sep. 1, 2020 – Aug 30, 2022

ADMITHUB PRODUCTS & SELECTED SERVICES & FEES

AdmitHub Services	Monthly Price	License Term (Months)	Total Price
Platform License with access to Admithub's Retention module with Texting, Webchat, Facebook plugins. <ul style="list-style-type: none"> ◦ License to AdmitHub's research backed Retention knowledgebase module and script Library. ◦ Includes starter script package, knowledge base tooling, seed and set up. ◦ Proactive and reactive student texting capabilities for up to 32,000 students with North American numbers. ◦ Technical Support Services in according with Admithub's SLA. ◦ Website Bot plugin connected to knowledge base ◦ Facebook page bot plugin connected to knowledge base. 	\$9,250.00	24	\$222,000.00
Add on license with access to Admithub's Recruit and Enroll module with Texting, Webchat, Facebook plugins. <ul style="list-style-type: none"> ◦ License to AdmitHub's research backed Recruit and Enroll knowledge base module and script Library. ◦ Includes starter script package, knowledge base tooling, seed and set up. ◦ Proactive and reactive student texting capabilities for up to 22,000 students with North American numbers. ◦ Website Bot plugin connect to knowledge base. ◦ Facebook page bot plugin connected to knowledge base. 	\$5,916.67	24	\$142,000.08
Add on license with access to Admithub's Graduate module with Texting , Webchat plugins. <ul style="list-style-type: none"> ◦ License to AdmitHub's research backed Graduate knowledgebase module and script Library. ◦ Includes starter script package, knowledge base tooling, seed and set up. ◦ Proactive and reactive student texting capabilities for up to 11,300 students with North American numbers. ◦ Website Bot plugin connected to Graduate knowledge base 	\$3,241.67	24	\$77,800.08

Subtotal	\$441,800.16
Discount	-\$276,465.29
Total	\$165,334.87

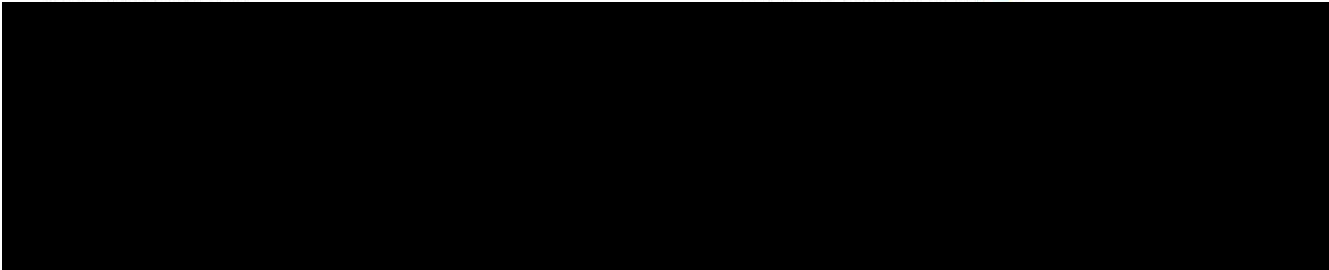
ADDITIONAL TERMS:

1. The "Initial Term" of this Agreement is the Order Form Term as indicated above. Thereafter, this Order Form shall automatically renew for additional twelve (12) month terms (each, a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the Initial Term. Both the Initial Term and any Renewal Terms shall continue in accordance with the terms and conditions of the Agreement.
2. Subscriber shall be invoiced annually, in advance, with the first invoice(s) billed upon execution of this Order Form and due Net 30. Any additional requested Support hours shall be billed quarterly at the rate of \$200/hr billed in hourly increments, in arrears, on the next regularly scheduled monthly invoice.
3. AdmitHub may change the amount of the Fees for any upcoming Renewal Term, provided that AdmitHub provides Subscriber with written notice of such change at least ninety (90) days prior to the first day of such Renewal Term. Such fee increase shall not exceed 5% for the same product functionality.

AdmitHub and Subscriber have caused this Order Form to be executed by their duly authorized representatives as of the date of the later signature below (the "Order Form Effective Date").

ADMITHUB, INC.

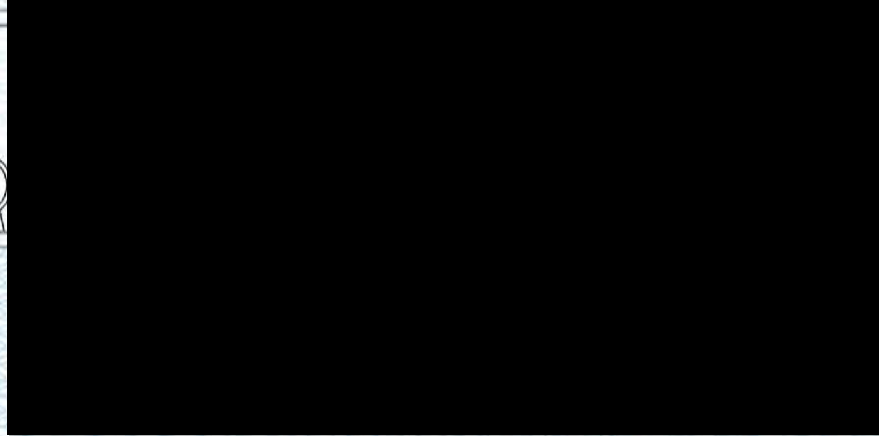
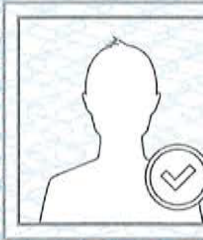
University of North Texas

Date: 08/28/2020Date: 9-1-2020

Signature Certificate

Document Ref.: RHAXJ-9VNFE-QKGGGA-JZH6A

Document signed by:



Signed with [PandaDoc.com](https://pandadoc.com)

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

