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Ad Astra

Date: April 30, 2019
Offer Expires: June 24, 2019

Addendum attached hereto and incorporated herein for all purposes

Order Schedule

Prepared For	Bill To
Name: [redacted]	Name:
School: University of North Texas System	School: University of North Texas System – Denton Campus
Address: 1155 Union Circle #311277 Denton, TX 76203-2017	Address: 1155 Union Circle #311277 Denton, TX 76203-2017
Phone: 940-369-5064	Phone:
Email: [redacted]@untsystem.edu	Email: payments@untsystem.edu

Term(s)

Term Length: 36 months

Subscription Period: September 1, 2019 through August 31, 2022.

Payment Terms: All fees are due upon the invoice date, net 30. Annual subscription fees begin on September 1, 2019 with payments due each year thereafter.

Payment Method: You will be invoiced per the agreed upon payment terms as outlined on this order schedule.

Products Selected

Product descriptions and deliverables are outlined in Exhibit A.
One-time fees are due upon contract execution.
Subscription fees are due upon contract execution and annually thereafter upon the anniversary of the contract execution date.
All amounts are listed in United States Dollars.

Denton Campus

Product Name	Description	Quantity	Price Each	Discount	Total Price
Astra Schedule™ with Enhanced Services Bundle	**Denton Subscription** (beginning Sept 2020)	**1**	**$81,000**	**$40,400**	**$40,600**
Server Provisioning Fee	Denton One-time Cloud Migration (due at contract signing)	1	$6,000	$1,000	$5,000
Pro-rated Hosting and Enhanced Services	Denton One-time (Mar 2020-Sept 2020, due at contract execution)	1	$3,000		$3,000

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Hosting and Enhanced Services	Denton One-time (Mar 2020-Sept 2020, due Sept 1, 2019)	1	$18,000		$18,000
Pro-rated Astra Schedule™ service and support	Denton One-time (Mar 2020-Sept 2020, due Sept 1, 2019)	1	$9, 416.67		$9, 416.67
				Denton September 1, 2019 Total	$27,416.67
				Denton Annual Subscriptions Total (beginning September 1, 2020)	$40,600
				Denton Total due at contract execution	**$8,000**

Purchase Order (PO) Information:

Is a purchase order (PO) required for payment of the products on this Order Schedule? (Client to Complete)

☐ No

☒ Yes – please complete below

PO Number: 232393

Purchase and Use Terms:

Use of the products under this Agreement shall in all cases be subject to the Ad Astra General Terms and Conditions and Exhibits, Addenda, Amendments and Attachments ("Terms") as included herein. Client represents that it has reviewed the Terms and expressly agrees to their incorporation into this Agreement as of the Effective Date, which is defined as the last signature date below. This Order Schedule will remain in effect until all User subscriptions ordered hereunder have expired or have been terminated. This Agreement also incorporates by reference the API Terms of Service Agreement located at https://info.aais.com/api-terms-of-service, as amended from time to time with the same force and effect as if they were given in full text.

Prices shown herein do not include any taxes that may apply. Client is responsible for reporting and paying separately all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra. The individual executing this Order Schedule warrants s/he has the authority to bind Client/Ad Astra, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

IN WITNESS WHEREOF, the parties have executed this Order Schedule as of the date and year first set forth below.

UNIVERSITY OF NORTH TEXAS SYSTEM (Denton Campus)

[redacted]

Date: 6/30/2019

AD ASTRA INFORMATION SYSTEMS
~~University of North Texas System – Denton Campus~~

[redacted]

Date: 6.28.19

[redacted]

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Ad Astra

Confidential & Proprietary Information. Do Not Distribute

Date: April 30, 2019
Offer Expires: June 24, 2019

Addendum attached hereto and incorporated herein for all purposes.

Order Schedule

Prepared For	Bill To
Name: [redacted]	Name:
School: University of North Texas System	School: University of North Texas System – Dallas Campus
Address: 1155 Union Circle #311277 Denton, TX 76203-2017	Address: 1155 Union Circle #311277 Denton, TX 76203-2017
Phone: 940-369-5064	Phone:
Email: [redacted]@untsystem.edu	Email: payments@untsystem.edu

Term(s)

Term Length: 36 months

Subscription Period: September 1, 2019 through August 31, 2022.

Payment Terms: All fees are due upon the invoice date, net 30. Annual subscription fees begin on September 1, 2019 with payments due each year thereafter.

Payment Method: You will be invoiced per the agreed upon payment terms as outlined on this order schedule.

Products Selected

Product descriptions and deliverables are outlined in Exhibit A.
One-time fees are due upon contract execution.
Subscription fees are due upon contract execution and annually thereafter upon the anniversary of the contract execution date.
All amounts are listed in United States Dollars.

Dallas Campus

Product Name	Description	Quantity	Price Each	Discount	Total Price
Astra Schedule™ with Enhanced Services Bundle	**Dallas Subscription**	**1**	**$38,000**	**$25,000**	**$13,000**
Server Provisioning Fee	Dallas One-time Cloud Migration (due contract execution)	1	$6,000	$4,000	$2,000
Pro-rated Hosting and Enhanced Services	Dallas One-time (June 2019-Aug 2019; due contract execution)	1	$1,750		$1,750
Pro-rated Astra Schedule™ service and support	Dallas One-time (June 2019-Aug 2019, due June 25, 2019)	1	$1,500		$1,500

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Ad Astra

Confidential & Proprietary Information – Ad Astra Education

Dallas June 25, 2019 Total	$1,500
Dallas Annual Subscriptions Total (beginning September 1, 2019)	$13,000
Dallas Total due at contract execution	**$3,750**

Purchase Order (PO) Information:

Is a purchase order (PO) required for payment of the products on this Order Schedule? (Client to Complete)

☐ No

☒ Yes – please complete below

PO Number: 8442

Purchase and Use Terms:

Use of the products under this Agreement shall in all cases be subject to the Ad Astra General Terms and Conditions and Exhibits, Addenda, Amendments and Attachments ("Terms") as included herein. Client represents that it has reviewed the Terms and expressly agrees to their incorporation into this Agreement as of the Effective Date, which is defined as the last signature date below. This Order Schedule will remain in effect until all User subscriptions ordered hereunder have expired or have been terminated. This Agreement also incorporates by reference the API Terms of Service Agreement located at https://info.aais.com/api-terms-of-service, as amended from time to time with the same force and effect as if they were given in full text.

Prices shown herein do not include any taxes that may apply. Client is responsible for reporting and paying separately all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra. The individual executing this Order Schedule warrants s/he has the authority to bind Client/Ad Astra, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

IN WITNESS WHEREOF, the parties have executed this Order Schedule as of the date and year first set forth below.

UNIVERSITY OF NORTH TEXAS SYSTEM - (Dallas Campus)
~~AD ASTRA INFORMATION SYSTEMS, LLC~~

[redacted]

Date: 6/30/2019

AD ASTRA INFORMATION SYSTEMS
~~University of North Texas System – Dallas Campus~~

[redacted]

Date: 6.28.19

[redacted]

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Exhibit A: Products and Deliverables

Astra Schedule™

Astra Schedule is a SaaS enterprise-class scheduling system that provides analysis and optimization of academic resources. The system supports what-if modelling and the management of rooms for classes, exams, events and resources. All activities are presented through intuitive calendars that can be tailored to specific audiences.

Assumptions

- Client is utilizing PeopleSoft as their Student Information System (SIS).
  - In the event Client changes their SIS, a migration fee will be quoted at the time of procurement and applied.
- A Direct Connection using Client's choice of Secure Application Protocols, Virtual Private Network (VPN) tunnel, or Data Ingestion Agent (DIA) to the institution's Student Information System (SIS) is required for all Astra Schedule™ projects. Connection options are dependent upon availability with SIS.
  - More information on a direct connection or VPN tunnel can be found in the Astra Cloud™ Hosting: Client Readiness Packet.
  - If a text file or another form of connection needs to be leveraged, additional scoping will be required and a surcharge may be applied. An attachment to the contract is required for this service.
- The completion of implementation of Astra Schedule and transition to Technical Support will occur within ***30 days*** following the delivery of on-site or web-based training.

Subsequent Years Bundled Service includes:

- Hosting Services
- Bi-directional Interface with SIS
- Recurring remote Account Touchpoints scheduled with executive sponsor
- Technical Support (7AM-6PM CST hours)
- Client Portal Access with Report Share Repository
- Access to Astra Share webinar series
- Annual Account Roadmap Meeting
- Annual Ad Astra onsite visit to Dallas and Denton Campuses
- Aspire, Ad Astra Users' Conference, Discount of $200 each for up to two attendees for Dallas per year
- Aspire, Ad Astra Users' Conference, Discount of $200 each for up to two attendees for Denton per year

Client Initials: [redacted]
Ad Astra Initials [redacted]

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Ad Astra

Enhanced Services

The Enhanced Services solution is designed for Clients looking to fully utilize their Ad Astra product overtime. This service includes an annual Health Assessment to insure your institution is utilizing Ad Astra's products in a way that is aligned with your strategic initiatives. This service includes consultation on best practices and usability information. On top of the Health Assessment, a client will receive access to a video training module that allows for continual training and a repository of videos that is ever growing and fully searchable. Both the above services are coupled with the ability to have in depth training with a consultant for up to four hours a year in key benefit areas that are highlighted during the Health Assessment and reviewing our video portal, Astra Ed.

Bundled Service includes:

- Astra Ed Subscription: will provide video content for 5 users* with unlimited access to topics such as:
  - How-to videos
  - Scheduling best practices
  - Webinars
  - Technical Support and expertise
  - Implementation documentation
  - Guidance for new software adoption
- The Astra ScheduleTM Health Assessment Service: focuses on analyzing the current processes and procedures around scheduling and software configuration, providing recommendations and best practices on how to best utilize the software to its fullest capacity, and identifying opportunities for future enhancement. The Astra Schedule Health Assessment Service Includes:
  - System Review
  - Process Review with Client (4 hours; remote)
  - Executive Summary of Findings
  - Executive Summary Review with Client (1 hour; remote)
- Ad Astra - 4 hours Web-Based Services
  This can include Crytal Reports Writing, Remote Training, or Spoke File Modification. During the scoping process or Health Assessment a consultant will help you determine the best use of this time.

Notes:
*Each campus shall receive 5 Astra Ed licenses

Client Initials: [redacted]
Ad Astra Initial

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Ad Astra

Exhibit B: Recommended Products and Services

Product Name	Description
Astra Schedule™	Astra Schedule is a SaaS enterprise-class scheduling system that provides analysis and optimization of academic resources. The system supports what-if modelling and the management of rooms for classes, exams, events and resources. All activities are presented through intuitive calendars that can be tailored to specific audiences.
Astra Schedule™ perpetual dashboards	A SaaS offering of interactive management dashboards that display actionable data for academic operations. Measure space and resource utilization, capacity bottlenecks, primetime and other key indicators of capacity management and efficient allocation. Includes data dashboards with interactive visualizations refreshed against your live Astra Schedule instance daily, click anywhere within a visual for more granular data and filter options, and state-of-the-art engaging charts and graphics bring multiple viewpoints into a single view allowing you to monitor utilization metrics.
Platinum Analytics™	Platinum Analytics is a patented SaaS solution providing predictive analytics for course scheduling. Incorporating historical, degree audit, student progress and student plan data, business intelligence is presented to inform the creation of a student aligned course schedule. Clients receive reports, access to data visualization and ongoing consulting to apply individualized recommendations throughout the scheduling and registration periods. Data patterns are also analyzed during non-scheduling periods to measure and track improvements and inform design decisions.
Momentum Year	Evidence-based research confirms that college students are most successful when they follow a clearly sequenced program map that includes a core English and Math Course, 9 credits in the students' academic focus area and 30 credits in the first year. This starting point helps students find their path, get on that path and build velocity to college completion. Ad Astra's Momentum Year solution puts this strategy to work for students.
Enhanced Services	The Enhanced Services solution is designed for Clients looking to fully utilize their Ad Astra product overtime. This service includes an annual Health Assessment to insure your institution is utilizing Ad Astra's products in a way that is aligned with your strategic initiatives. This service includes consultation on best practices and usability information. On top of the Health Assessment, a client will receive access to a video training module that allows for continual training and a repository of videos that is ever growing and fully searchable. Both the above services are coupled with the ability to have in depth training with a consultant for up to four hours a year in key benefit areas that are highlighted during the Health Assessment and reviewing our video portal, Astra Ed.
Astra Ed License	Astra Ed is a video training module that allows for continual training and a repository of videos that is ever growing and fully searchable.
Strategic Scheduling Check-Up	The Strategic Scheduling Check-Up is a customized institutional study and presentation of findings that benchmark academic operations by detailing a range of instructional capacity views and course offerings trends. The analysis takes a 5-year view of the institution's scheduling efficiency and effectiveness and highlights actionable changes that can be applied to an upcoming academic term. In addition, the institution is benchmarked against the Higher Education Scheduling Index (HESI™) peer database. A change management framework will be provided to assist institutional leaders in implementing recommended change initiatives.
HESI™ Dashboards	The HESI™ is the industry's only peer comparison database of performance indicators for the allocation of faculty and academic space. HESI™ Dashboards deliver the metrics and findings

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	from a strategic analysis in roll-up, drill-down charts and graphs and provide access to peer comparative data along with your institution's percentile ranking. Usage of these Dashboards allows clients to measure longitudinal improvement in academic operations effectiveness. These metrics support a framework for the development and implementation of policy, measurement of improvement, accountability, and transparency.
Web Training	Depending on your needs, customized web training can be provided to your institution.
Custom Reporting	Custom reporting hours are available to help meet your institution's reporting needs.
Custom Consulting	Every client is unique. Ad Astra has resources and skilled staff available to meet your individual needs. Your sales representative, account executive and client experience manager are all available to help build targeted solutions for your campus.

Client may request to add any of the products and services included herein at any time during the course of the term by signing a quote or additional addendum. Any and all procurements will be subject to the Terms unless otherwise specified and agreed to in writing.

Please contact your Account Executive for a quote.

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Exhibit C: Project Organization

The implementation fee(s) is based on the specific scope of work detailed in Exhibit A. If Ad Astra determines there has been a change in or unsuccessful completion of any responsibilities or assumptions set forth in Exhibit A of this Agreement, a change order ("Change Order") may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by Client or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. Change Order work will be performed on a time and material basis at our then-standard hourly rate for such work, and will be invoiced monthly, due net 30. Ad Astra will notify Client in writing if a Change Order is required. If practicable, and unless Client requests otherwise, Ad Astra will continue to provide Services under this Agreement while the Change Order is negotiated, but Ad Astra will not commence work in accordance with the Change Order until it is authorized in writing by Client.

This Agreement and Order Schedule assume shared project staffing and a shared implementation approach. A shared implementation is a cooperative, hands-on Project, jointly managed by the joint project team consisting of Ad Astra and the Client.

The charts below set forth in the baseline staffing from Ad Astra and Client necessary to support the Project. Each party agrees to dedicate at least the type and level of resources set forth below. The pricing and schedule reflect this important assumption. Each role may be filed by one or more individuals as needed. Client understands that Ad Astra's implementation resources are not dedicated to any single implementation and may be engaged across many implementation projects for various clients.

Ad Astra Role	Summary of Responsibility
Regional Vice President	• Lead project kick-off • Confirm team, goals, data strategy and timeline
Project Manager	• Create project plan • Finalize team, goals, data strategy and timeline • Review and refine data sets • Section and room data validation and sign-off
Client Experience Manager	• Assist Project Manager with section and room data validation • Execute design and configuration strategy • Complete end-user training • Go-live finalization and data testing • Delivery of dashboard findings • Confirmation of implementation goals completion • Review Client Portal and outstanding terms if applicable • Proactive client engagement

Client Role	Summary of Responsibility
Project Sponsor	• Main point of contact during implementation for all areas undefined • Decision maker on behalf of the Client • Approves Project milestones • Provides information as required throughout Project
Project Manager	• Maintains Project delivery of Client tasks and serves as administrative point of contact during implementation

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	• Manage Client resources • Other responsibilities as determined necessary by Ad Astra and Client Project team
IT Resource	• Participates in meetings and working sessions as required • Supports integration to Client systems • Expert of source system • Other responsibilities as determined necessary by Ad Astra and Client Project team

General Assumptions:

- Client will commit the necessary resources and management ("Client Resources") to support the implementation. Client shall designate Client Resources that are highly capable of understanding the Project and effectively performing assigned tasks on behalf of the Client.
- Services will be provided remotely from Ad Astra's own facilities, unless otherwise specified.
- Client is responsible for the accuracy and timeliness of the information provided to Ad Astra; incorrect data provided that requires discussion or rework may result in Project delay.
- Client is responsible for attending meetings. Failure to attend or repeated cancellation of Project meetings may result in Project delay and additional costs.
- If the Project timeline is altered or delayed by Client, or any other cause outside Ad Astra's reasonable control (including a failure of or change in any of the assumptions stated herein), a Change Order may be required and additional costs may apply.
- If the Project timeline is substantially delayed by Client either by continued failure to attend meetings, consistent failure to complete assigned tasks timely, multiple Client Resources reallocations, etc., Ad Astra reserves the right, in its sole discretion, to put the Project on hold. The Project shall resume once all of the following conditions are met: (i) Client communicates it is able to dedicate the necessary time and Resources to the Project; (ii) Ad Astra has the appropriate resources available; (iii) Ad Astra has received payment for a "Reengagement Fee" in the amount equivalent to 20% of the Implementation Fee; and (iv) any and all other outstanding fees due under this Agreement are paid in full.
- Ad Astra will create and maintain an overall Project Plan, including an outline of Project tasks and milestones. Client is solely responsible for creating its own plan for completion of its tasks and responsibilities for the Project.
- Client shall be solely responsible for any decision it makes against Ad Astra's advice, including without limitation moving to "go-live" prematurely.
- Working weekends must be approved by Ad Astra management in advance and may incur an additional cost.
- A professional, respectable work environment must be maintained.

Client Initials: [redacted]
Ad Astra Initials

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Exhibit D: Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

1. The University of North Texas System includes the following campus locations:
    a) Denton addressing at 801 N. Texas Blvd, Denton, TX 76201 ("Denton");
    b) Downtown Dallas addressing at 7400 University Hills Blvd, Dallas, TX 75241 ("Dallas");
    c) Frisco addressing at 2811 Internet Blvd, Suite 100, Frisco, TX 75034 ("Frisco");
    d) Collin Higher Education Center addressing at 3452 Spur 399, McKinney, TX 75069 ("McKinney")
2. For the purposes of this Agreement, only Denton and Dallas are parties at the time of execution. Dallas and Denton shall both receive all services outlined in Exhibit A separately and in full subject to the Terms. Frisco and McKinney may opt in to any of the products listed in Exhibit B as and if available under these Terms during the term of the Agreement at then-current pricing by addendum and/or separate Order Schedules as appropriate.
3. It is understood that implementation on the migration to hosting will begin no sooner than July 1, 2019.

Client Initials: [redacted]
Ad Astra Initia[redacted]

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AD ASTRA GENERAL TERMS AND CONDITIONS

Agreement No. 20190430UNT

This "Agreement," collectively consisting of these Terms and Conditions and the Order Schedule, is effective as of the last date shown in the signature block hereto (the "Effective Date") by and between AD ASTRA INFORMATION SYSTEMS, LLC, a Kansas limited liability company located at 6900 W. 80th Street, Suite 300, Overland Park, KS 66204 ("Ad Astra"), and The University of North Texas System located at 1155 Union Circle #311277, Denton, TX 76203-2017 ("Client").

Recitals

Ad Astra has developed and owns scheduling software for courses and events (marketed as Astra Schedule), course planning software (marketed as Platinum Analytics), and custom professional services. The selections described in **Exhibit A** (collectively, the "Software") have been selected by the Client as evidenced on the Order Schedule. Ad Astra will make the Software available for Client to access and use in a hosted environment as described herein, and which Client desires to access and use, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the promises, covenants and mutual agreements herein contained, the parties hereto agree as follows:

1) **Access and Provision of Services.**

   a) *Access.* During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide Client with access to and use of the Software in a hosted environment (the "Software Services"). Accordingly, Ad Astra grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the Software Services during the term of this Agreement. Upon payment of the Fees, as prescribed in Section 11, Ad Astra shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s). Access to use the Software Services may not in whole or in part be assigned or transferred to any person not covered under this Agreement.

   b) *Services.* During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide to Client the Software Services and related implementation, user support, version upgrade and other services described in Exhibit A hereto (the "Support Services"), subject to the fees set forth in the Order Schedule. In addition, Ad Astra may provide additional products and services to Client pursuant to a written Addendum executed by the parties, subject to the fees set forth in such Addendum.

   c) *Suspension or Termination.* Ad Astra may, in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or any end user's right to use or receive the Software Services and the Support Services hereunder for failure to comply with Ad Astra's policies and/or the terms set forth herein.

2) **Acceptance of Software Services and Support Services.** All of the Software Services and the Support Services provided and/or performed hereunder will be deemed to be accepted by Client, unless Client reports to Ad Astra all deficiencies in any such services within ten (10) days after receipt of such services performed.

3) **Connectivity.** Ad Astra's objective is to make the Software Services available twenty-four hours a day, seven days a week. In the event that Client's access to the Software Services becomes unavailable due to connectivity issues, Client shall immediately notify Ad Astra by logging a case to the Ad Astra portal in accordance with Ad Astra's written policies. Customer support hours are Monday through Friday from 7:00 am to 6:00 pm (cst). Ad Astra's policy is to respond within two business hours of receiving the case. Unless Client's access to the Software Services is unavailable for reasons beyond Ad Astra's control or as a result of routine maintenance, Ad Astra strives to resolve and restore access within eight business hours.

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4) **Outsourced Services.** Client acknowledges that Ad Astra may contract with a third-party provider (the "Hosting Provider") to provide the Hosting Services. All third-party Hosting Providers will be required to maintain currency and compliance with SOC2 audits and ISO certificates.

5) **Ad Astra Hosted Test Environment.** Ad Astra will provide a test environment that will be configured similar to the Client's production environment hosted by or on behalf of Ad Astra (the "Astra Cloud") only for user acceptance testing of new versions. Test Environments are available upon request via a logged case and require five (5) working days of advance notice. The test environment will be decommissioned after the end date associated with the environment request case or 3 weeks from environment availability, whichever occurs first.

6) **Acceptable Use**. In addition to the limitations and restrictions provided in Ad Astra's written hosting policies or other documentation, Client agrees that its usage of all infrastructure hardware and software provided by or on behalf of Ad Astra is for the express use of running the Software.

   a) Client shall not, and shall not permit anyone to: (i) copy or republish the Software Services or Software, (ii) make the Software Services available to any person other than authorized end users, (iii) use or access the Software Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Software Services or documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the Software Services or in the documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Software Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Software Services or use the documentation in order to build a similar product or competitive product.

   b) No infrastructure or Ad Astra application software is available for redistribution to any other location outside of the Astra Cloud™.

   c) No infrastructure hardware or Ad Astra application software is available for rental to any other location outside of the Astra Cloud™.

   d) Ad Astra has no responsibility to protect the Client's network. It is the responsibility of Client to maintain restricted access to any and all environments the Software is utilized within. Client must ensure proper security is in place and when its users are accessing the software including maintaining strong passwords, employing proper firewalls, and other industry standard technological security best practices. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify Ad Astra within 24 hours of either event, so that access security can be reset and an audit of possible damage can be executed.

   e) Client acknowledges and agrees that Software, systems and data which are made available over the Internet are inherently insecure against motivated individuals, and Ad Astra has no obligation or liability to Client for any unauthorized access to Client Information provided that such unauthorized access to Client Information is not due to a breach of the Agreement or subsequent Addenda, or Ad Astra's negligent or willful acts or omissions in respect to handling of Client Information.

7) **Scheduled Maintenance.** Client acknowledges and agrees that Ad Astra will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the Software Services may not be available for Client's use. Ad Astra's objective is to minimize the duration of any such unavailability and will, to the extent possible, endeavor to perform routine maintenance outside of normal business hours which typically will

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be from 11:00 pm on Saturday to 11:00 pm on Sunday. Ad Astra, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.

a) *Upgrades and Enhancements*. Software retired by Ad Astra will not be utilized in connection with the Software Services or Support Services, and upgrades and enhancements are not available for such retired Software.

b) *General Exclusions*. Ad Astra is not responsible for providing, or obligated to provide, Support Services under this Agreement: (a) in connection with any errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by Client, knowingly or not; (b) in connection with any error if Ad Astra has previously provided corrections for such error which Customer fails to implement; (c) in connection with any errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Ad Astra), hardware or any system or networking utilized by Customer.

c) *Excluded Software*. This Agreement does not govern, and Ad Astra shall not be responsible for, the maintenance or support of any software other than the Software that may be accessed and used by Client in connection with the Software Services.

8) **Client Hosted Data.** Client provides Ad Astra with Client Data and Administrative Data. Client retains ownership of its data.

a) *Client Data*. Client data is the information submitted into the Ad Astra Software when Client utilizes the Ad Astra Services or when Client receives customer support. Client Data may be submitted directly by Client or indirectly through Ad Astra's partners. The Software stores Data strictly on Client's behalf in order to provide the application(s) and service(s) of Ad Astra's contractual obligations to Client. Ad Astra's employee's access is restricted to Client Data to support, client services, and technical staff who provide Client support, technical troubleshooting, professional services, and system maintenance. Ad Astra uses Client data to provide services and to address customer support requests and technical problems. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

b) *Administrative Data*. Administrative Data is information Client provides during set-up, purchase or administration of Ad Astra Services. This includes company name, address, email and phone number, and individual users' names, emails, phone numbers and account credentials. Ad Astra collects, stores, and uses Administrative Data to perform its contractual obligations to Client and/or for its legitimate business interests. Specifically, Ad Astra uses Administrative Data to provide Ad Astra Services to Client, administrate Client's account, provide customer support and professional services, keep a record of Client dealings, notify Client of new product offerings and of changes, updates and availability of Ad Astra Services, understand Client experience using Ad Astra applications (for example, by sending surveys), conduct research, improve the Ad Astra services, plan and host events, contact Client with marketing communications, and identify and prevent fraud.

c) Client's data hosted by or on behalf of Ad Astra in connection with this Agreement may be de-identified to produce a database instance (the "De-Identified Astra Database Instance"). The de-identification process removes or obfuscates all personally identifiable information and makes every reasonable attempt to anonymize all client identifiable information including but not limited

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to institution name, campus names, department names, etc. The De-Identified Astra Database Instance may be exported from the Astra Cloud to another Ad Astra data center and used by Ad Astra for quality assurance, product and service improvements, research, and/or demonstration purposes.

d) Client agrees to provide Ad Astra with a world-wide, royalty-free license to use Client data in accordance with section 8(c) and for purposes necessary to fulfill the services procured herein.

e) *Backup and Retrieval.* Ad Astra's Hosting Provider will perform full and incremental backups and provide recovery processes in accordance with Ad Astra's Hosting Policies and Procedures.

9) **Client's Obligations.**

a) *Use of Software Services and Support Services.* The Software Services and the Support Services must be used only for Client's own internal business purposes. Client must not (i) permit any third party to use the Software Services or Support Services, (ii) use the Software Services or Support Services in the operation of any business other than Client's own business, (iii) allow unauthorized access to the Software Services or Support Services, (iv) make any copies of application Software or 3rd party infrastructure software such as operating system software or database software or (v) alter or modify the Software in any manner without Ad Astra's prior written consent. It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify Ad Astra within 24 hours of either event, so that access security can be reset, and an audit of possible damage can be executed.

b) *Trade Secret and Copyright Notices.* Client will reproduce and incorporate Ad Astra's trade secret or copyright notice in any copies, modifications or partial copies, which will include, but not be limited to, the following: "This document produced pursuant to Subscription Agreement No. 20190430UNT with the Licensor and owner, Ad Astra Information Systems, LLC All rights reserved."

c) *Cooperation.* Client must cooperate with Ad Astra in the performance of its obligations hereunder.

d) Compliance with Laws. Client shall comply with all applicable local, state, federal and foreign laws in connection with its use of the Software Services, include those laws related to data privacy and the transmission of technical or personal data. Client acknowledges that Ad Astra exercise no control over the content of the information transmitted by Client or end users through the Software Services. Client shall not upload, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

10) **Fees and Payment.**

a) *Fees Due upon Contract Execution.* Client must pay to Ad Astra the fees as set forth in the Order Schedule and Exhibit A as invoiced by Ad Astra, net 30, according to the schedule set forth therein. Client acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as Customer's written purchase order for the matters described in the Order Schedule and Exhibit A, and Ad Astra's acceptance of such purchase order.

b) *Annual Subscription Fees.* Beginning on the first anniversary of the Effective Date, Client must pay to Ad Astra the annual subscription fees (the "Subscription Fees") as set forth in the Order Schedule and invoiced by Ad Astra each year for access to the Software Services and Support Services. Subscription Fees include access to Ad Astra's technical support team and standard releases of the licensed product. Client

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understands that all invoices shall be sent to the attention of "Finance Department," or other such person or department as specified by Ad Astra. In the event any invoice contains a billing error which is discovered by Ad Astra, Ad Astra may issue a new invoice to correct the error. After the Initial Term of this Agreement, as outlined in Section 12 (a), from time to time the Subscription Fees may be subject to an increase from the then effective amount as determined by Ad Astra. Ad Astra will notify Client of the amount of any such increase at least forty-five (45) days prior to the effective date of such increase.

c) *Invoices, Payment and Delinquent Amounts.* Ad Astra will submit invoices to Client for all amounts due. Payment of each invoice will be due, without deduction or setoff, Net 30. Any payment received more than thirty (30) days after the due date of the relevant invoice, except for those properly disputed in accordance with Section 10(d) will be subject to a penalty interest at the rate of 3% per month or the maximum legal rate, whichever is lower, from the date of the invoice through the date payment is received, to be charged at the sole discretion of Ad Astra. Issuance, receipt, notation or any requirement of a purchase order, or the lack thereof respectively, shall not override the responsibility of the Client to pay as directed according to the terms herein.

d) *Resolution of Invoice Disputes:* If, prior to the due date for payment under any invoice, Client notifies Ad Astra in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Ad Astra's receipt of the notice. If any amount remains disputed in good faith after such thirty-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within a reasonable period of time, either party thereafter may seek resolution of the dispute through mediation as outlined in Section 20(m).

e) *Ad Astra's Right to Suspend Access and Services.* If in any case Client does not remit payment to Ad Astra within thirty (30) days after Ad Astra's written demand for such amounts and the amount in question is not the subject of a bona fide dispute, except for those properly disputed in accordance with Section 10(d) then, in addition to preserving all of Ad Astra's other rights and remedies, Ad Astra reserves the right, in its sole discretion and without further notice to Client, to suspend all access to the Software Services and Support Services, including, but not limited to, the delivery of any implementation, upgrades or enhancements, on-site and/or remote training, and any other services schedule to be delivered until the payment delinquency has been cured and all past due amounts and late fees have been paid in full. If service is suspended, Client will be responsible to pay a service reinstatement fee of five 5% of all fees as invoiced; the reinstatement fee shall be paid in full in advance of service being reinstated with all other past due amounts thus making the account current and in good standing.

f) *Campus Acquisitions.* If Client completes a material acquisition of new campuses, this Agreement will be amended for licensing of said new campuses. Fees will be negotiated at time of request for license expansion.

g) *Enrollment Increase.* An enrollment increase in excess of 20% from the Effective Date of this Agreement or from the last reported enrollment increase must be reported to Ad Astra in writing. In such case, a proportional increase from the base Subscription Fee will be applied to the new Subscription Fee.

h) *Taxes.* Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra. Client will indemnify,

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defend, and hold harmless Ad Astra from and against all claims arising out of or resulting from Ad Astra's failure or alleged failure to pay taxes due.

11) **Term, Termination and Effect of Termination.**

a) *Term and Termination*. Unless earlier terminated as provided herein, the initial term shall be in accordance with the Order Schedule. After such initial term, the term of this Agreement will be automatically renewed for successive additional one-year terms (each, a "Renewal Term") unless terminated by either party by written notice to the other party given at least sixty (60) days prior to the expiration of the Term.

b) Ad Astra may terminate the Initial Term or any Renewal Term for cause immediately upon written notice to Client if (i) Client fails to pay any amount when due as provided in this Agreement; or (ii) Client defaults in the performance of its obligations under this Agreement in any other manner and such default is not or cannot be remedied within thirty (30) days after notice thereof by Ad Astra.

c) *Effect of Termination*. Upon valid termination of this Agreement, pursuant to any cause whatsoever, Client must immediately pay to Ad Astra all monies due for the remainder of the then current term and must deliver to Ad Astra all materials and documents pertaining to the Software Services and the Support Services, all of which are the sole and exclusive property of Ad Astra. Upon such termination all licenses, access, authorities, rights and privileges granted hereunder will terminate automatically and immediately, and Client must cease to use, as hereinbefore provided, any Intellectual Property of Ad Astra. Upon expiration or termination of this Agreement, Ad Astra will work with Client in good faith to transition a copy of the Client Data to Client.

12) **Intellectual Property Rights.**

a) *Definition.* The term "Intellectual Property" means Ad Astra's rights to, interest in, and ownership of (iv) the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Addendum), the Software Services and the Support Services, including all modifications, improvements, upgrades, derivative works and feedback related thereto, (v) source codes, object code, computer software, software design, data and documentation related to the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Addendum), the Software Services and the Support Services, (vi) trademarks, service marks, logos, trade names, and company names and registrations and applications for registration thereof, (vii) copyrights and registrations and applications for registration thereof, (viii) patents, patent applications and improvements thereto, (ix) trade secrets and confidential business information, know-how, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing cost information, business and marketing plans, and customer and supplier lists and information, and (x) other proprietary rights.

b) *Ad Astra's Rights*. Subject to the limited licenses granted herein, Ad Astra retains all right, title and interest in and to the Intellectual Property. Nothing in this Agreement will be interpreted so as to provide Client with any rights, interest in, or ownership of the Intellectual Property, and Client agrees to assign all right, title and interest it may have in the foregoing to Ad Astra. Client acknowledges the proprietary rights of Ad Astra in the Intellectual Property; and admits the validity of the Intellectual Property and further agrees that it will not contest, directly or indirectly, such Intellectual Property rights or the validity of such Intellectual Property rights, nor aid others in doing so. Client acknowledges and agrees that, with respect to Ad Astra's end users generally, Ad Astra has the right, at any time, to

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change the specifications and operating characteristics of the Software Services and Ad Astra's policies respecting upgrades and enhancements (including, but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

c) *Intellectual Property Infringement*. If a third party makes a claim against Client asserting that the Software Services infringe any patent, copyright or trademark, or misappropriate any trade secret, (an "IP Claim"), provided Client is not in default under this Agreement, Ad Astra will defend, at its sole authority and expense, and indemnify Client against any losses, damages, and expenses finally awarded against Client or agreed to in a written settlement agreement signed by Ad Astra, to the extent arising out of such IP Claim. Ad Astra's obligations under this Section are expressly conditioned upon receipt by Ad Astra of prompt written notice of any such IP Claim and Client's full cooperation with Ad Astra in the defense of any such IP Claim. In the event that Client's use of any Software Services is enjoined or restrained by court order based on an IP Claim or if, in Ad Astra 's opinion, the Software is likely to become the subject of an IP Claim, Ad Astra will, at its expense and at its option:

i) procure for Client the right to continue using the infringing Software;

ii) replace or modify the infringing Software so that it becomes non-infringing, but only if the modifications or replacement does not materially adversely affect the use of the Software; or

iii) if neither (i) nor (ii) above is practical, terminate this Agreement, in which case Ad Astra will provide a prorated refund of any prepaid fees for the remainder of the annual period. The indemnification provisions contained in this Section shall not apply to any infringement occasioned by modification by any party other than Ad Astra, or its authorized agents, of any Software or any combination of or integration of the Software with any device or software added by any party other than Ad Astra or its authorized agents. This Section contains Client's sole and exclusive remedy for patent, copyright, trade secret, or other proprietary right infringement.

13) **Warranty; Disclaimer of Warranties; Limited Liability.**

a) Ad Astra hereby warrants to Client that the Software Services will perform substantially in accordance with Ad Astra's written documentation (not, however, that the Software Services are error-free, since all software contains some programming errors) provided that this warranty does not apply to performance problems caused by (i) events beyond Ad Astra's reasonable control, including vandalism, civil disturbance, fire, flood, storm, or other exposures to the elements or to temperature extremes; (ii) unavailability or malfunctioning of telecommunication services; (iii) tampering, failure of electric power, abuse, or misuse; (iv) operator mistakes; (v) equipment, software, or other items (whether or not included within the Software) not developed, manufactured, created, or produced by Ad Astra; (vi) a failure to comply with Ad Astra's written policies or documentation or this Agreement or to use the Software Services in accordance with their intended purpose; (vii) modifications of the Software not performed by Ad Astra or its authorized representatives; (viii) combinations or integrations of the Software with devices or software not provided by Ad Astra or its authorized representatives; or (ix) Client's use of the Software Services as part of an invention by Client or as part of a new configuration, which, in either case, includes materials or methods not supplied or approved by Ad Astra.

b) In the event of any failure of equipment, software, or other items, if the software, equipment, or other item was developed, manufactured, created, or produced by third

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parties, Ad Astra will use reasonable business efforts to assign to Client any and all of Ad Astra's warranty rights against such third parties; provided, however, that Ad Astra shall have no further obligations with respect to such third party equipment, software, or other items.

c) EXCEPT AS STATED IN SECTION 1(A), AD ASTRA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY AD ASTRA UNDER THIS AGREEMENT, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT AD ASTRA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING, INCLUDING ANY WARRANTY THAT (A) THE SOFTWARE SERVICES WILL BE ERROR-FREE; OR (B) THE QUALITY OF THE SOFTWARE SERVICES WILL MEET CLIENT'S EXPECTATIONS OR REQUIREMENTS. EXCEPT AS STATED IN SECTION 14(A), THE SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY AD ASTRA UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY OR ACCURACY THEREOF IS WITH CLIENT.

d) Except as set forth in Section 13(c), Client's exclusive remedy for any cause of action arising out of this Agreement shall be for Ad Astra to use reasonable business efforts to provide or restore Client's access to the Software Services. Client acknowledges, understands, and agrees that Ad Astra will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits, lost savings, expenses, costs of substitute software, work products or services, or losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages, losses expenses or costs or consequential damages arising out of or related to this Agreement or the Software Services or the Support Services provided hereunder, whether such damages are alleged as a result of tortious conduct, breach of contract or otherwise, even if Ad Astra has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of Ad Astra under this Agreement will not exceed the fees received by Ad Astra under this Agreement during the twelve (12) month period immediately preceding the occurrence of the event giving rise to such liability.

14) **Indemnification**. Client will indemnify, defend, and hold Ad Astra, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by Client or any of its affiliates, employees or agents; (b) any violation of the rights of another by Client or any of its affiliates, employees or agents; or (c) any negligent or intentional acts or omissions by Client or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.

15) **Force Majeure**. Except for the obligation to make payments hereunder, neither party shall be liable for any failure or delay in its performance due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, terrorism, sabotage, labor shortage or dispute, governmental act, criminal conduct, computer hacking or failure of the Internet, provided that the delayed party (a) gives the other party prompt notice of such cause, (b) uses its reasonable commercial efforts to

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promptly correct such failure of delay in performance. If Ad Astra is unable to provide the contracted software and service as outlined in Exhibit A for a period of sixty (60) consecutive days due to a continuing force majeure event, Client may terminate this Agreement.

16) **Confidentiality**. The parties have entered into a Mutual Nondisclosure Agreement effective as of the Effective Date of this Agreement, the terms of which are incorporated herein by reference. See Attachment A.

17) **Media Release.** Client hereby gives and grants permission unto Ad Astra to publicize non-confidential information about Client in print or electronic forms of public relations, training, or marketing productions. The information and images may be used for any purpose without limitation or reservation, in such manner as determined by Ad Astra.

18) **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered, sent by electronic mail (e-mail), reputable overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above. Notices delivered personally shall be effective upon delivery. Notices delivered by overnight courier shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, whichever is earlier. Either party may change its address for purposes of this Agreement by providing notice of such change to the other party at the address for such party set forth above.

Client shall maintain an up-to-date contact for both billing and technical maintenance notices with Ad Astra. In the event of a change, Client shall notify Ad Astra as outlined in this section.

Client Billing Contact	[redacted] Phone: 940-369-5500
	Email:
Client Maintenance Contact	Name: Phone: Email:

19) **General.**

a) *Entire Agreement and Amendment*. This Agreement cancels and supersedes all previous agreements, written or oral, between the parties hereto relating to the subject matter hereof and, together with all exhibits and addendums referred to herein, constitutes the entire agreement between the parties hereto, and there are no understandings, representations or warranties expressed or implied not specifically set forth herein. This Agreement may be amended only by a writing executed by the party against which such amendment is sought to be enforced. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Client and Ad Astra specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Client to Ad Astra are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

b) *Controlling Law*. This Agreement is governed by and will be construed and interpreted in all respects in accordance with the laws of the State of Texas (without application of principles of conflicts of law). The parties hereto agree that any claim or cause of action between the parties arising out of or in connection with this

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Agreement will have exclusive jurisdiction and venue in state court in Johnson County, Kansas, or the United States District Court for the District of Texas, whichever is proper.

c) *Counterparts*. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

d) *Waiver*. The failure of either party to require performance by the other party of any provision hereof, or to enforce any remedies it may have against the other party, will in no way affect the right thereafter to enforce this Agreement and require full performance by the other party. The waiver by either party of any breach of any provision of this Agreement will not constitute a waiver of any succeeding breach of that provision or of any other provision.

e) *Severability*. If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially alter the terms of this Agreement or diminish the benefits or burdens of this Agreement.

f) *Assignment and Successors*. This Agreement may not in whole or in part be assigned, voluntarily or by operation of law, or otherwise transferred to others by Client without the written consent of Ad Astra. Any purported assignment by Client in violation of this Section will be null and void. This Agreement is binding upon the parties hereto, and their successors and permitted assigns.

g) *Independent Contractor*. The parties are independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Under no circumstances will either party be considered to be an agent, employee, partner or representative of the other party or otherwise attempt to bind the other party.

h) *Other Entities*. Other local, governmental and private entities within the state of Texas who wish to participate under the same terms and conditions contained in this document may do so subject to Ad Astra's permission. Each entity wishing to participate must sign an addendum to this contract stating payment terms and conditions specific to that entity. If such participation is desired by an eligible entity all purchase orders will be shipped directly from and products and services will be shipped directly to that entity.

i) *Upgrades*. Client may upgrade product or services provided by Ad Astra under the terms and conditions contained herein. Any special terms and conditions related to payment for upgrades and additional services will be noted in an attached addendum.

j) *Interpretation*. The headings, section titles and captions used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

k) *Onsite visits*: For services that include onsite visits, Ad Astra will coordinate scheduling with Client in advance. In the event of cancellation by Client, ten (10) business days' advance written notice must be provided. If proper notice is not provided, a $500 cancellation fee shall be charged to the Client. There shall be a fee exception for cancellations made with less than ten (10) business day's written notice in the event the cancellation is made to protect the health and safety of Ad Astra associates (i.e.

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extreme weather event, campus emergency, or any other event that would cause the location to be shut down or inaccessible). Client will be responsible for and shall ensure that while Ad Astra employees, agents or subcontractors are on Client's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

l) *Conditions for Strategic Scheduling Checkup or Other Metrics Analysis*. If Client is procuring consulting or product services that result in analysis of metrics defined by Ad Astra, Client agrees that Ad Astra may incorporate quantitative, analytic measures of Client's data obtained through product or service offerings for benchmarking and comparative analytics. Such use of Client's data will not disclose Client's identity.

m) *Mediation*: If a dispute arises out of or relates to this Agreement, or the breach hereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

n) *Addendums and Signed Quotes.* If Client chooses to procure additional services, those will be incorporated into this Agreement by way of one or more Addendums. Any subsequently added Addendum will be subject to the terms and conditions of this Agreement. Client and Ad Astra agree that if Client signs a quote to procure additional services during the term of this Agreement or during any renewal term of this Agreement, the terms and conditions contained herein shall control unless otherwise modified on the quote proposal and signed by both parties. This Agreement will be the controlling document over any terms attached to purchase orders related to the services sold herein and/or in the event of a discrepancy of terms.

o) *Right to Remedies and Cumulation of Rights*: No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

p) *Implementation*. Both parties understand a mutually agreed upon schedule must be established in writing prior to implementation. If any delays occur solely as a result of any incorrect information, incorrect assumption or failure of Client to perform or fulfill its obligations, the performance schedule for the applicable project may be extended. Ad Astra shall have no liability or responsibility for any costs or expenses resulting from such delays. All activity and personnel will be accepted when the contract is fully executed. Ad Astra reserves the right to suspend any and all implementation and services should payment not be received on time, regardless of University's internal procurement and/or payment processes, until such time as full payment is received including any applicable late fees and/or change orders. In the event implementation is suspended due to non-payment, Ad Astra shall have no responsibility or liability for schedule delays or additional costs incurred with stopping, restarting, or reallocation of resources on the part of the Client. Implementation fees are non-refundable.

q) *Expenses*. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

r) *Audit Rights*. Upon reasonable notice to Customer, Ad Astra shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the use of the software and pricing terms this Agreement. Customer shall reasonably cooperate with Ad Astra with respect to its

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performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Ad Astra's prior written approval.

s) *Valid Signatures*. Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies. The individual executing this Agreement warrants s/he has the authority to bind Client/Ad Astra, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth below.

AD ASTRA INFORMATION SYSTEMS, LLC	University of North Texas System
[redacted]	[redacted]
Date: 6.28.19	Date: 6/30/2019
[redacted]	

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Attachment A

Mutual Non-Disclosure Agreement

THIS AGREEMENT (this "Agreement") is effective as of the last date shown in the signature block hereto, by and between AD ASTRA INFORMATION SYSTEMS, LLC ("Ad Astra"), and University of North Texas System a ("Client"). Ad Astra and Client are referred to herein as the "parties."

WHEREAS, the parties are evaluating the possibility of entering into an Agreement in the form attached hereto (the "Ad Astra Subscription Agreement") or any other business arrangements as contemplated by the parties;

WHEREAS, Ad Astra and/or Client, in the course of such discussions, may consider it appropriate to disclose Confidential Information (as defined below) to the other;

WHEREAS, the parties recognize that such Confidential Information and trade secrets are of great value to the owner thereof and that their disclosure of use by the other party would impair the owner's ability to compete effectively or would otherwise cause irreparable harm to their owner.

NOW THEREFORE, in consideration of the mutual promises, covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definition**. For purposes of the Agreement, the term "Confidential Information" means all information and know-how (whether or not patentable or copyrighted) owned, possessed or used by one party hereto (the "Owner") that the other party (the "Recipient") gains or has gained access by virtue of the parties' relationship, in each case prior to or after the execution of the Agreement, including, without limitation, any proposal, marketing or business plan, invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer data, financial data, technical data, know-how, computer program, software, software documentation, hardware design, technology, forecast, unpublished financial statement, budget, license, price, cost and personal data; provided, however, that Confidential Information does not include information which (a) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (b) was known to the Recipient prior to the Recipient's receiving the same pursuant to this Agreement and not otherwise restricted by contract or law; or (c) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information. Confidential Information of Ad Astra includes non-public information regarding features, functionality and performance of the Software Services and the Support Services.

2. **Use**. The Recipient may use the Owner's Confidential Information only for evaluating and performing the Subscription Agreement and any other business arrangements between the parties as contemplated by this Agreement, and for no other purposes whatsoever. Without limiting the foregoing, neither the Recipient nor any of its affiliates, principals, agents or employees will directly or indirectly use the Owner's Confidential Information in the design, development, production, marketing, sale or use of products or services competitive with those of the Owner.

3. **Disclosure**. Without the Owner's prior written consent, neither the Recipient nor any of its

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affiliates, principals, agents or employees will disclose the Owner's Confidential Information to any other party (whether or not such other party is a business or entity affiliated with the Recipient); provided, however, that any of such information may be disclosed to employees of the Recipient who need to know such information for the purposes of evaluating and performing the License and Services Agreement or any other business arrangements between the parties as contemplated by this Agreement. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students' records in compliance with the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

4. **Notice of Breach**. Each party will promptly notify the other party of any breach of this Agreement committed by such other party or any of its affiliates, principals, agents or employees.

5. **Return of Materials**. Upon written request by the Owner, the Recipient will return to the Owner all written material in any form whatsoever which contains the Owner's Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof; provided, however, that Recipient may retain an archival copy to be used only in case of a dispute concerning this Agreement, and such copies as may be produced as part of each party's regular back-up procedures and copies required to be retained by applicable law, regulation, or industry best practice.

6. **No Licenses**. Nothing in the Agreement will be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, implied or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Agreement.

7. **Injunctive Relief**. The parties expressly acknowledge that damages alone may be an inadequate remedy for any breach or violation of the provisions of this Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each party will be entitled to seek a preliminary and final injunction to prevent any breach or further breach of this Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such party may have under the License and Services Agreement, at law or in equity.

8. **Ownership**. As between the parties, nothing in this Agreement will be construed to grant to the Recipient any rights to, ownership of, or other proprietary interest in the Confidential Information. The Recipient does not acquire any title, ownership, or other intellectual property right or license in the Confidential Information, or any idea or concept discussed by the parties. Nothing in this Agreement will be construed as creating any obligation, express or implied, of the parties to enter into a contract or business relationship with one another.

9. **Required Disclosure**. If the Recipient is requested or required, in connection with any judicial or administrative process, or order of any legal or governmental authority or by any law, regulation, or in accordance with applicable professional standards, or similar proceeding or governmental investigation, to disclose any Confidential Information, the Recipient must promptly provide the Owner with written notice of the request or requirement so that the Owner may seek appropriate protective orders or legal remedies and must reasonably cooperate with the Owner in connection with obtaining such protective orders or legal remedies. If such protective orders or other legal remedies are not obtained, or if the Owner consents in writing, the Recipient may furnish only that portion of the Confidential Information which, in the opinion of the Recipient's counsel, it is required to disclose and will use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

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10. **Term**. This Agreement will continue in full force and effect (a) until the later of (i) three (3) years from the date hereof, or (ii) if the parties' execute a Subscription and Services Agreement or any other agreement between the parties, for three (3) years after the termination of such agreement; and (b) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, in perpetuity.

11. **Assignment**. Client will not assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Agreement) under this Agreement without the prior written consent of Ad Astra. Any purported assignment by Client in violation of this section will be null and void.

12. **Miscellaneous**. This Agreement is binding on the parties and their respective affiliates, subsidiaries, successors and assigns. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of the Agreement. This Agreement may not be amended or modified except in writing and will be governed by the laws of the State of Texas (without regard to conflicts of law principles). If any provision or portion of any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected. This Agreement may be executed in counterparts, each of which will be deemed an original. All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.

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STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor 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.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. 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 UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS 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 UNTS 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 UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: AD ASTRA INFORMATION SYSTEMS

[redacted]

Date: 6.28.19

UNIVERSITY OF NORTH TEXAS SYSTEM

Date: 6/30/2019

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.