

Contract

This Contract defines the terms and conditions for the Organization named below ("You", "Your") to purchase products and services from ACS Athletics ("We", "Us", "Our", "ACS").

Company Address P.O. Box 9160
Austin, TX 78768
US
Sport or Area Department-Wide

Created Date 7/20/2016
Expiration Date 8/31/2016
Quote Number 00000628

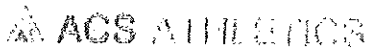
Prepared By Jeff Sauer
Email jsauer@acsathletics.com

Account Name Texas A&M University-Corpus Christi
Bill To Athletics Department
6300 Ocean Drive
Corpus Christi, TX 78412-6719
Contact Name Brian Maxey
Phone 3618252858
Email brian.maxey@tamucc.edu

Subscription Period

Effective Date 9/1/16

Expiration Date 8/31/16



Contract

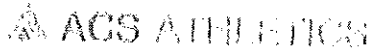
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Products / Services

Product	Product Code	Quantity	Sales Price	Description	Price
ACS Team +	ACS-TM+	1.00	\$8,000.00	<ul style="list-style-type: none"> Forms Library including 60+ Ready-Made Forms Form Builder Forms Dashboard Multi-Signature Workflows Student-Athlete/Staff Portal PDF and Excel Reporting Form Folders Staff Resources Complimentary Tickets Roster and Compliance Mobile Apps Dashboard/Control Center Configurable Roster Database Roster Communication Custom Reporting Squad List and Advanced Reporting CARA/Practice Logs Participation Logs Eligibility/Financial Aid Team Awards Recruit Solution Ready Rules Engine Automated Compliance Monitoring 	\$8,000.00
ACS InControl Recruiting - Premium	ACS-ICRP	9.00	\$1,000.00	<ul style="list-style-type: none"> Dashboard/Control Center Custom Reporting Recruiting Database Contacts Database Schools/Teams Database Log Compliance Activities Film/Video ACSCoach+ including Mobile Audio and Video Evols Recruiting Questionnaire Recruit Board/Depth Chart Recruiting Events Email, Text and Social Media Correspondence Camps Compliance Monitoring including notifications and alerts Phone Bill Imports Rules Configuration 3rd Party Service Integration Unlimited Standard Data Import (Includes recruiting) E-mail Template Design - 3 annually Questionnaire Design - 2 annually Contact Card Set- 1 per staff annually Unlimited Phone Support 8:30 am - 5:30 pm CST 	\$9,000.00
ACS Integration with SIS	ACS-ISIS	1.00	\$1,250.00	<ul style="list-style-type: none"> Batch integration with client SIS Automatic data feed Customizable configurations 	\$1,250.00

Payment Schedule

This is not an invoice. It is a quote only.



Initial Amount Due \$18,250
1st Installment \$10,250
Payment

2nd Installment \$10,250
Payment

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Initial Date 7/1/2016
1st Payment Date 6/30/2017
2nd Payment Date 6/30/2018

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TERMS AND CONDITIONS

1. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

1.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

1.2. Our Warranties. We warrant that (a) this Subscription Order Form, Terms of Use and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, (d) We will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Sections 4.3 (Termination) and 4.4 (Refund or Payment upon Termination).

1.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

2. MUTUAL INDEMNIFICATION

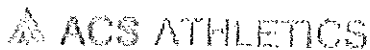
2.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 1.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-ACS Application or Your breach of this Agreement.

2.2. Indemnification by You. You will defend Us, to the extent permitted by the Constitution and laws of the State of Texas, against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

2.3. Exclusive Remedy. This Section 2 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 2 to the extent permitted by the Constitution and laws of the State of Texas.

3. LIMITATION OF LIABILITY

3.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN



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ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS DEFINED IN THIS SUBSCRIPTION ORDER FORM.

3.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

4. TERM AND TERMINATION

4.1 Term of Agreement. This Agreement commences on September 1, 2016 it and continues through August 31, 2019, unless renewed or terminated.

4.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified by the Subscription Period defined above in this Subscription Order Form. Except as otherwise specified in this Subscription Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Initial term and any renewals may not exceed 5 years without newly executed Agreement. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 15% of the pricing for the applicable Purchased Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated as promotional or one-time.

4.3. Termination. You may terminate this Agreement, for any reason, with at least 30 days written notice to the other party. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or Loss of Funding; Performance by TAMU-CC under this contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then TAMU-CC will issue written notice to ACS Athletics, and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. ACS Athletics acknowledges that appropriation of funds is beyond the control of TAMU-CC.

4.4. Refund or Payment upon Termination. If this Agreement is terminated by You for cause in accordance with Section 4.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Subscription Order Forms after the effective date of termination. If this Agreement is terminated by Us or by You without cause in accordance with Section 4.3, You will pay 50% of any unpaid fees covering the remainder of the term of all Subscription Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

4.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

5. GENERAL PROVISIONS

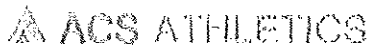
5.1 Entire Agreement. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

5.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

5.3. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

5.4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

5.5. Notices. Notice in writing may be made via courier to ACS Athletics, 8213-A Shoal Creek Blvd, Suite 204, Austin, TX 78757 or via email at Notice@ACSathletics.com. The date of notice via email is only valid once You receive this is not an invoice. It is a quote only.



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confirmation from Us of the date of receipt via email reply.

Signatures

Signature of ACS Representative

Texas A&M University -- Corpus Christi


Name: Jeff Sauer
Title: President
Dated: 8/2/16


Name: John Casey
Title: Director of Contracts and Property
Dated: 8-1-2016

