

NON-EXCLUSIVE MASTER SERVICES AGREEMENT BETWEEN UNIVERSITY AND BIG TOMORROW INC.

This Non-Exclusive Master Services Agreement between University and Contractor ("Agreement") is made and entered into effective as of May 26, 2014 (the "Effective Date"), by and between The University of Texas System, an agency and institution of higher education established under the laws of the State of Texas ("University"), and Big Tomorrow. ("Contractor"), Federal Tax Identification Number 46-3769542

University and Contractor hereby agree as follows:

1. Term

The term of this Agreement shall commence on the Effective Date and terminate on the fifth anniversary of the Effective Date unless extended by mutual agreement of the parties as provided herein.

2. Contractor Services and Project Addenda

2.1 The categories of the services ("Services") that may be performed under this Agreement are set forth in Exhibit A, attached and incorporated for all purposes.

This Agreement is a non-exclusive contract between the University and Contractor. Pursuant to this Agreement, any one of the University's academic institutions, health institutions or System Administration ("Requesting Institution") may request the services of Contractor for a specific project with an established scope of services negotiated with the Contractor ("Project"). As used herein, the term "University" includes any Requesting Institution, unless the context clearly requires a different meaning. Prior to Contractor's commencement of any Project, the Contractor and the Requesting Institution must complete and enter into a Project Addendum (sample format attached hereto as Exhibit B), which shall contain a description of the Project, the terms of compensation to be paid Contractor, and a schedule for performance of all Services to be provided for the Project. All of the terms and conditions of this Agreement are incorporated into each Project Addendum for all purposes. In the event of any conflict between a Project Addendum and this Agreement, this Agreement will control provided however the Requesting Institution and Contractor may agree to language in a Project Addendum to specify or clarify the services to be provided or to provide University with more beneficial pricing than that set forth in this Agreement.

Contractor and a UT Institution can enter into a Project Addendum at any time during the Term. A Project Addendum will specify the term during which Contractor will perform Services. To the extent that this Agreement expires or terminates prior to the end of a Project Addendum, such Project Addendum will survive any such termination or expiration of the Agreement and the terms and conditions of this Agreement will continue to be incorporated for all purposes into that Project Addendum. Contractor understands and agrees that it will not receive any payment or other compensation under this Agreement unless it

enters into a Project Addendum and performs services in accordance with the terms and conditions of that Project Addendum and this Agreement.

- 2.2 CONTRACTOR UNDERSTANDS AND AGREES THAT THE UNIVERSITY HAS MADE NO REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTY THAT THE UNIVERSITY WILL REQUEST CONTRACTOR TO PERFORM ANY SERVICE AND THAT THE UNIVERSITY HAS AND DOES SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS, WARRANTIES, ASSURANCES OR GUARANTIES. THE UNIVERSITY AND THE UT INSTITUTIONS RESERVE THE RIGHT TO OBTAIN SERVICES FROM ANY OTHER PERSON OR ENTITY AT THEIR SOLE DISCRETION.
- 2.3 The University and Contractor agree and acknowledge that the University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Services. Contractor accepts the relationship of trust and confidence established between it and the University by this Agreement. Contractor covenants with the University to use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of the University in accordance with the University's requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.
- 2.4 Contractor warrants, represents, covenants, and agrees to maintain a staff of properly trained, credentialed, and experienced personnel to ensure satisfactory performance under this Agreement.

3. Contractor's Obligations.

- 3.1 Contractor will perform the Services in compliance with all applicable federal, state and local laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 3.2 Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Services in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.

- 3.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 3.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Services.
- 3.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects.
- 3.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.
- 3.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company, then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 3.8 Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (refer to Section 6) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "Personnel" means any and all persons associated with Contractor who provide any Services or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors. Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work

Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not, infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

- 3.9 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4. Payment Obligations.

- 4.1 So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing University will pay Contractor for the performance of the Services as established in each Project Addendum. Contractor understands and agrees that payments under this Agreement will be based upon negotiated final terms as provided for in each specific Project Addendum. Contractor agrees and acknowledges that the fees hereunder may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code. This Agreement is not valid for amounts over \$1,000,000 without the approval of the University of The University of Texas System Board of Regents.
- 4.2 The Contract Amount for each Project Addendum includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of Services.
- 4.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

5. Payment Terms.

- 5.1 Requesting Institution will pay any fees due to Contractor under a Project Addendum entered into in accordance with this Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, Government Code. Pursuant to the Act, Contractor will submit to Requesting Institution an invoice covering the services performed for University to that date, in compliance with **Exhibit C**, Baseline Pricing and the terms of the Project Addendum. Each invoice will be accompanied by documentation that the Requesting Institution may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If Requesting Institution approves the amount or any portion of the amount, Requesting Institution will promptly pay

(each a "Progress Payment") to Contractor the amount approved so long as Contractor is not in default under this Agreement. Requesting Institution shall promptly pay Contractor all such amounts upon curing any such default. If University disapproves any invoice amount, Requesting Institution will give Contractor specific reasons for its disapproval in writing.

- 5.2 Within ten (10) days after final completion of the Services performed pursuant to a Project Addendum and acceptance of the Services by Requesting Institution or as soon thereafter as possible, Contractor will submit a final invoice ("Final Invoice") setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by Requesting Institution, Requesting Institution will pay ("Final Payment") to Contractor the amount due under the Final Invoice.
- 5.3 Notwithstanding any provision of this Agreement to the contrary, Requesting Institution will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement. Requesting Institution shall promptly pay Contractor all such amounts upon curing any such default.
- 5.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount as more particularly set forth in each Project Addendum.
- 5.5 No payment made by Requesting Institution will (a) be construed to be final acceptance or approval of that part of the Services to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 5.6 Intentionally omitted.
- 5.7 Requesting Institution will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 5.8 [REDACTED]
- 5.9 Section 51.012, *Texas Education Code*, authorizes Requesting Institution to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from Requesting Institution through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University will confirm Contractor's banking information. Any changes to Contractor's banking information must be communicated to Requesting Institution in writing at least thirty (30) days in advance of the effective date of the change.

6. Ownership.

- .6.1 All tools, software, programs drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 6.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 6.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 6.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 6.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.
- 6.6 All tools software and/or programs owned by Contractor, or which have been licensed to Contractor by a third party that either: 1) existed prior to the effective date of this agreement and the Work; 2) are not related to the Work to Contractor's services in connection with the Work; or 3) were created by the Contractor (or its licensor) totally separate from the Work or Contractor's services in connection with the Work are collectively "Contractor IP." Contractor IP is the sole property of Contractor (or its licensor) and Contractor (or its licensor) will at all times retain sole and exclusive title to and ownership to Contractor IP. Contractor hereby grants to University a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable,

royalty-free license to use the Contractor IP in connection with the Work or with Contractors services in connection with the Work.

- 6.7 To the extent that particular Work Product comprises an improvement, enhancement or modification to preexisting Contractor IP, *whether or not patentable, copyrightable as a derivative work, or otherwise protectable as intellectual property* (hereafter "Work Product Improvements to Contractor IP"), University grants to Contractor a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license to the Work Product Improvements to Contractor IP

7. Default and Termination.

- 7.1 In the event of a material failure by a party to perform in accordance with the terms of this Agreement ("default"), the non-defaulting party may terminate this Agreement and a non-defaulting party may terminate a Project Addendum upon fifteen (15) days' written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.
- 7.2 University may, without cause, terminate this Agreement at any time upon giving 180 days' advance written notice to Contractor. A Requesting Institution may terminate a Project Addendum, without cause, at any time upon giving 90 days' written notice to Contractor, unless an earlier termination is established in a project Addendum. Upon termination pursuant to this Section, or pursuant to the terms of a Project Addendum, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 7.3 Termination under Sections 7.1 or 7.2 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 7.4 Intentionally omitted.
- 7.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

8. Indemnification

- 8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL THIRD PARTY DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

PRIVACY AND INFORMATION SECURITY INDEMNITY. CONTRACTOR WILL INDEMNIFY AND DEFEND UNIVERSITY FROM AND AGAINST ANY THIRD PARTY CLAIMS, FINES, FEES, ASSESSMENTS, PENALTIES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND EXPENSES) THAT RELATE TO OR RESULT FROM ANY FAILURE TO COMPLY WITH CONTRACTOR'S OBLIGATIONS REGARDING UNIVERSITY AND FERPA RECORDS.

8.2

- IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE

- 8.3** UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR WHICH CONTRACTOR IS OBLIGATED TO INDEMNITY UNIVERSITY UNDER THIS SECTION 8, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

9. Relationship of the Parties.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

10. Insurance.

10.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-VII or better, and in amounts not less than the following minimum limits of coverage:

10.1.1 Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Services is to be performed for University.

10.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

10.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

10.2 Contractor will deliver to University:

10.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

10.2.1.1 All insurance policies (with the exception of workers' compensation and employer's liability) will be endorsed and name the Board of Regents of The University of Texas System, The University of Texas System, and each Requesting Institution as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its ongoing and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability and Errors and Omissions/Cyber Liability Additional Insured endorsements will be submitted with the Certificates of Insurance. Commercial General Liability, Errors and Omissions/Cyber Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

10.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and each Requesting Institution. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and the Requesting Institution. No policy will be canceled until after thirty (30) days' unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 10**.

10.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

10.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name: Daniel Garza

Address: UT System Administration
601 Colorado St., P4100
Austin, TX 78701
Facsimile Number: 512-499-4215
Email Address: dgarza@utsystem.edu

- 10.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

10.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services on each Project Addendum has been fully performed and accepted by University in writing.

11. Miscellaneous.

- 11.1 **Assignment and Subcontracting.** Except as specifically provided in Exhibit D, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the prior written consent of University and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University. If University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement and all Project Addenda without notice or opportunity to cure.

- 11.2 **Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- 11.3 **Tax Certification.** If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

- 11.4 Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
- 11.5 Loss of Funding.** University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 11.6 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.
- 11.7 Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**").
- 11.8 Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 11.9 Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.10 Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.11 Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor will receive from or on behalf of Requesting Institutions of University, records made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). Contractor's specific obligations as to records subject to FERPA (collectively FERPA Records) are addressed in Section 11.11.1 of the Agreement, as well as

in Exhibit E, FERPA Confidentiality & Security Addendum ("Exhibit E"). In addition, Contractor may (1) create, (2) receive from or on behalf of University and/or Requesting Institutions, or (3) have access to, other records or record systems (collectively, "University Records") that among other things, may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102). Contractor represents, warrants, and agrees that it will: (1) hold University Records and FERPA Records in strict confidence and will not use or disclose University or FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University and FERPA Records according to reasonable administrative, physical and technical standards that have been assessed and approved by University; (3) continually monitor its operations and take any action necessary to assure that University and FERPA Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply, as applicable with the rules, policies, and procedures regarding access to and use of University's and/or Requesting Institution's computer systems. At the request of University, Contractor agrees to provide University with advance notice of any changes that Contractor proposes to make to the administrative, physical and technical standards approved by University for use by Contractor to safeguard and maintain the confidentiality of University Records (including FERPA Records) sufficient to allow University to assess and approve such standards. In the event that Contractor is required to disclose any University Records that is subject to this Section 11.11, Contractor will notify University prior to such disclosure in order that University may take such action as may be available to prohibit disclosure of the University Records.

11.11.1 FERPA Compliance. Contractor agrees and understands that some of the information that it receives, creates and/or maintains from or on behalf of a Requesting Institution pursuant to a project Addendum constitute Education Records or Personally Identifiable Information from Education Records as defined by the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99) ("FERPA"), (collectively "FERPA Records"). Contractor further agrees that before it can access, create or maintain any Requesting Institution FERPA Records it will, in connection with each Project Addendum, execute and attach to each Project Addendum, FERPA Confidentiality & Security Addendum that tracks Exhibit E of this Agreement without deviation to ensure that Contractor complies with FERPA and Requesting Institution's FERPA policies. Contractor also agrees to comply with the requirements set forth in this Section 11 as to all FERPA Records with the exception of any requirements that conflict with Exhibit E. To the extent that the Exhibit E conflicts with any term contained in this Agreement or a Project Addendum, the terms of the Exhibit E will prevail.

- 11.11.2 Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University and Requesting Institution within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University and Requesting Institution with all information requested by University and Requesting Institution regarding the impermissible use or disclosure.
- 11.11.3 Return of University Records.** With the exception of De-identified Student Data authorized by license agreement to be included in the cross-institutional database as described herein, Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University and FERPA Records created or received from or on behalf of —Requesting Institution will be (1) returned to Requesting Institution, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide Requesting Institution with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to Requesting Institution in writing the destruction of University Records.
- 11.11.4 Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 11.11.5 Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 11.11.6 Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act ("TPIA")*, Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 11.11.7 Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or

obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.

11.11.8 Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.12 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

11.13 Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.

11.14 Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: UT System Administration
601 Colorado Street, P4100
Austin, TX 78701
Fax: 512-499-4215
Email: dgarza@utsystem.edu
Attention: Daniel Garza
Institute for Transformational Learning

If to Contractor:

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
201 W. 7th, Suite 810
Austin, Texas 78701
Fax: (512) 499-4289
Email: LegalNotices@utsystem.edu

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

- 11.15 Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 11.16 State Auditor's Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.
- 11.17 Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

Notwithstanding anything contained herein to the contrary and excluding any amounts paid to third parties for which Provider is obligated to indemnify pursuant to Section 8.2 hereof, neither party shall be liable under this Agreement to the other for any punitive, exemplary, consequential, incidental, indirect or special damages (including loss of profits) based upon breach of warranty, breach of contract, negligence, strict liability and tort or any legal theory.

11.18 Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 5.8, 8, 11.5, 11.9, 11.10, 11.11, 11.13, 11.16, 11.17, 11.19 and 11.21**.

11.19 Breach of Contract Claims.

- 11.19.1** To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
- 11.19.1.1** Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.
- 11.19.1.2** If the parties are unable to resolve their disputes under **Section 11.19.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.
- 11.19.1.3** Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

- 11.19.2** The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.
- 11.19.3** University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.
- 11.20 Undocumented Workers.** The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
- 11.21 Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 11.22 Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at:
<http://www.utsystem.edu/policy/policies/int160.html>, University's Standards of Conduct Guide available at :

<http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics.

Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

- 11.23 Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. [Exhibit E](#)). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.
- 11.23.1 Changes to the HSP.** If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with [Section 12.6](#) to replace the HSP with the revised subcontracting plan.
- 11.23.2 Expansion of the Services.** If University expands the scope of the Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for the Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior

authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Texas Government Code* and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

- 11.24 Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance.** Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term "**segregated facilities**" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain the certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

- 11.25 Debarment.** Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs

(<http://www.epls.gov/>) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.

- 11.26 Office of Inspector General Certification.** Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at University's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University's premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University's premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.
- 11.27 Access to Documents.** To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- 11.28 Security Characteristics and Functionality of Proposer's Information Resources.** Contractor's response to RFP No. ITL 12062013, Appendix Four, "Security Characteristics and Functionality of Contractor's Information Resources" ("Appendix Four Responses") dated December 6, 2013 are incorporated herein for all purposes and establishes specifications,

representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. These specifications, representations, warranties and agreements are binding on Contractor. Contractor agrees to perform the Work in compliance with its Appendix Four Responses, and will provide University prior written notice of a change to Contractor's data center or cloud computing subcontractor(s).

- 11.29 EIR Environment Specifications.** Contractor's response to RFP No. ITL 12062013 Appendix Three ("Appendix Three Responses"), attached and incorporated for all purposes, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements set forth in Appendix Three Responses are binding on Contractor. Contractor agrees to perform the Work in compliance with Appendix Three Responses.
- 11.30 Project Notification and Reports:** Contractor will, upon execution of any Project Addendum (in the form of Exhibit B) under this Agreement, send a fully executed copy to the University at the following address, and directed to the following individual:

UT System Administration
601 Colorado Street, P4100
Austin, TX 78701
Fax: 512-499-4215
Email: dgarza@utsystem.edu
Attention: Daniel Garza
Institute for Transformational Learning

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

UNIVERSITY:

THE UNIVERSITY OF TEXAS SYSTEM

By: Scott Kelley

Name: Scott C. Kelley, Ed.D.

Title: Executive Vice Chancellor for
Business Affairs

SM
STEVEN MINTZ 7/14/14

Attachments:

EXHIBIT A – Scope of Services

EXHIBIT B – Project Addendum

EXHIBIT C – Baseline Pricing

EXHIBIT D – HUB Subcontracting Plan

EXHIBIT E – FERPA Confidentiality & Security Addendum

CONTRACTOR:

By: Henry Hall

Name: Paul Presley

Title: President / CEO

Attest: DKM

Corporate Secretary

Frank G. Rector

EXHIBIT A

SCOPE OF SERVICES

Contractor, upon the request of University or a Requesting Institution, will provide the following categories of services:

- Graphic design and/or illustrations
- UI/UX design
- Interactive and social learning applications development
- Web and mobile design and development
- Instructional design
- Course development/asset development services (ideation/consulting)
- General responsibilities

EXHIBIT B
FORM OF PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between _____, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and _____ ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April __, 2014, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of _____, 20____.

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following services:

[Designate services to be performed based on the list of services.]

Schedule:

Contractor will commence performance of the Project beginning on _____, 20____, and complete the Project no later than _____, 20____. Contractor shall deliver the Project in accordance with the following schedule of delivery dates:

[Specify each service and the corresponding delivery date.]

Expenses and Disbursements: Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will

submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System

Phone: _____
Email: _____

Fees and Reimbursable Expenses and Disbursements

The Fee Cap for this Project is \$_____.

The Expense Cap for this Project is \$_____.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

[NAME OF CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C

BASELINE PRICING

2014 CY Baseline Pricing Per Institution

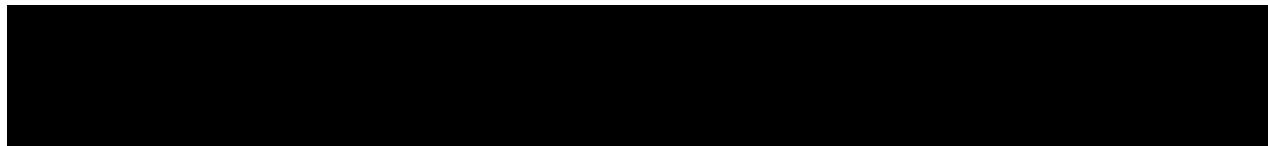


EXHIBIT D
HUB SUBCONTRACTING PLAN



Learning Environment

Rev. 02/12

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas System Administration only.

Other Service HUB Goal – 24.6%

Commodities HUB Goal – 34%

Special Trades HUB Goal – 32.7%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instructions for Option Four on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity – Two (2) part process:
 1. Submit a Letter of HUB Commitment (page 8) and a Good Faith Effort described in Option One.
 2. Submit a revised HSP prior to execution of each contract process as described in Option Four of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP).
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name:	Big Tomorrow	State of Texas VID #:	14-218706-0
Point of Contact:	Peter Presley	Phone #:	(650) 714 3912
E-mail Address:	Peter.presley@bigtomorrow.net	Fax #:	n/a
b. Is your company a State of Texas certified HUB?	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		
c. Requisition #:	RFP No. ITL01202014	Bid Open Date:	12/09/2013 (mm/dd/yyyy)

Enter your company's name here: Big Tomorrow LLC

Requisition #: RFP ITL01202014

UT SYSTEM HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

Option One -

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete the following sections:

- Section 1 – Respondent and Requisition Information
- Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 – Self Performing Justification
- Section 4 – Affirmation

Option Two -

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 – Respondent and Requisition Information
- Section 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2 c. – Yes
- Section 4 – Affirmation
- GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- Attach copies of HUB certification documents

Option Three -

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 – Respondent and Requisition Information
- 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. – No
- Section 2 d. – Yes
- Section 4 – Affirmation
- GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- Attach copies of HUB certification documents

Option Four -

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 – Respondent and Requisition Information
- Section 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. – No
- Section 2 d. – No
- Section 4 – Affirmation
- GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- Section 4 – Affirmation
- Attach copies of HUB certification documents

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
 - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3, and SECTION 4.)

- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: if you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

SECTION 2 **SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Big Tomorrow LLC

Requisition #: RFP ITL01202014

SECTION 3 SELF-PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

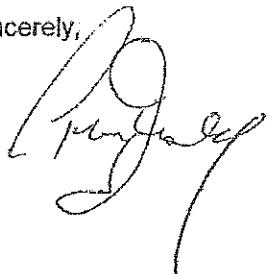
To Whom It May Concern,

For the Service Types listed in RFP No. ITL01202014, there is no exact project requirements listed nor timelines for work to be performed. Therefore, it is not fully clear the size, scope and dependencies involved for the projects in question and whether partnering considerations outside of Big Tomorrow's capabilities will be required.

We are comfortable supporting the listed services as identified in our Cover Letter as part of this proposal. We have a team of strategists, designers, creative and technologists that can support the domains listed.

Please let us know if you have questions.

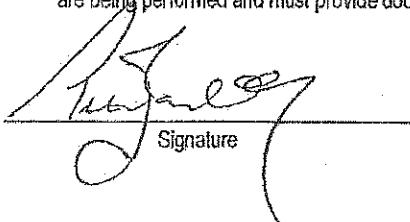
Sincerely,



SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

PETER J. PRESLEY

Printed Name

PRINCIPAL

Title

01-18-2014

Date
(mm/dd/yyyy)

EXHIBIT E

(To be Attached to Each Project Addendum)

FERPA CONFIDENTIALITY & SECURITY ADDENDUM

This Confidentiality and Security Addendum ("Addendum") is made and entered into effective as of [](the "Effective Date") by and between The University of Texas [], an agency and institution of higher education established under the laws of the State of Texas ("Requesting Institution") and _____ ("Contractor"), (collectively "the Parties). The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") which Contractor will create, receive and/or maintain on behalf of Requesting Institution pursuant to the Non-Exclusive Master Services Agreement dated ___, 2014("the Underlying Agreement").

1. FERPA. The Parties understand and agree that:

- a. As part of the Services that Contractor will provide pursuant to the Underlying Agreement , Contractor will is expected to receive, maintain and or create records or record systems from or on behalf of Requesting Institution that are subject to that are or contain personally identifiable information from Education Records subject to "FERPA" (collectively "FERPA Records) namely: information about students and faculty collected from existing Requesting Institution information technology systems, e.g. SIS, LMS, CRM, etc. Such FERPA Records include any data in any form whatsoever, including electronic, written and machine readable form.
- b. Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received and/or maintained by Contractor pursuant to this Agreement will remain the property of the Requesting Institution.

2. FERPA Compliance. As to all FERPA Records that Contractor may create, receive or maintain on behalf of Requesting Institution pursuant to the Underlying Agreement, Contractor is designated as a University Official with respect to such FERPA Records only to the extent to which Contractor is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement and understands and agrees to all of the following without reservation:

- (a) Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor shall hold Requesting Institution's FERPA Records in strict confidence. Contractor shall not use or disclose FERPA Records received from or on behalf of Requesting Institution, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement, this Addendum, or a Project Addendum.
- (b) Maintenance of the Security of FERPA Records:** Contractor shall use the administrative, technical and physical security measures, including secure encryption approved by University in compliance with UT System Information and Resource Use & Security Policy, UTS 165,

<http://www.utsystem.edu/bor/procedures/policy/policies/uts165.html> to preserve the confidentiality and security of all FERPA Records received from, or on behalf of Requesting Institution , its students or any third party pursuant to the Underlying Agreement.

(c) Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information: Contractor, within one day of discovery, shall report to Requesting Institution any use or disclosure of FERPA Records not authorized by this Addendum. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Requesting Institution. For purposes of this subsection (c), an unauthorized disclosure or use includes any access or use of an Education Record by a Contractor employee or agent that the employee or agent does not require to perform a Service or access by any employee or agent that does not involve the provision of such Services.

(d) Right to Audit: Upon reasonable notice, Requesting Institution maintains the right to audit, upon University's reasonable belief that Contractor is not in material compliance with the terms of this Addendum or Contractor's compliance with FERPA as to Requesting Institution's FERPA Records maintained by Contractor. Nothing herein shall be construed to include a right to computer hacking for security or vulnerability tests or for any other purpose. Any such audit conducted under this Section shall: (i) be limited to the Contractor's facilities, systems and operations relating to the FERPA Records; (ii) occur during normal business hours; and (iii) shall not interfere with Contractor's normal business operations. Further, prior to conducting any such audit, all individuals performing such audit shall sign a confidentiality agreement acceptable to both parties.

(e) Five Year Exclusion for Improper Disclosure of Education Records. Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from Requesting Institution's Education Records by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract

3. **Return of FERPA Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all FERPA Records created or received from or on behalf of Requesting Institution will be (1) returned to Requesting Institution, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any FERPA Records, Contractor will provide Requesting Institution with written notice of Contractor's intent to destroy FERPA Records. Within five (5) days after destruction, Contractor will confirm to Requesting Institution in writing the destruction of FERPA Records.

4. **Disclosure.** Contractor will restrict disclosure of the FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by this Agreement, including requiring each subcontractor or agent to agree to such restrictions and obligations in writing.

5. **Termination.** This Addendum shall remain in effect until Requesting Institution ceases to obtain Services from Contractor or University that involve FERPA terminates this Addendum by giving Contractor _____ days' notice of its intent to terminate. Sections 2, 3, 4, and 6 shall survive termination of this Agreement.

6. **Breach.** In the event of a breach or threatened breach or intended breach of this Addendum by Contractor, the Requesting Institution, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. **Governing Law.** The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and suit may be brought in Travis County, Texas to enforce the terms of this Agreement.

8. **Non-Assignment.** The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.

AGREED TO AND SIGNED BY THE PARTIES.

The University of Texas at []

By: _____

By: _____

Date: _____

Date: _____

PROJECT ADDENDUM

TEx Cross-Contextual Content Development Fall Extension

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and Contractor. This Addendum has an Addendum Effective Date (herein so called) of September 10, 2015.

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:

Term	Percentage (%)
Climate change	100
Global warming	98
Green energy	95
Sustainable development	92
Carbon footprint	88
Renewable energy	85
Green economy	82
Circular economy	75

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) Creation of Content including copywriting, video production.
 - 2) Hiring, onboarding or management of ITL staff.
 - 3) Formal Quality Analysis of Content including copy editing, documentation of Content errors, functional errors in the TEx app.
 - 4) Any development or code related updates or fixes.

2. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:

3. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated University Instructional Designer as authoritative point of contact for each Mission.
- 2) University Instructional Designers are responsible for the final appearance of Content in Canvas for TEx.
- 3) Provide Contractor necessary University-approved content for Deliverables (herein "Content") on or before the dates listed in Section 1 above. Content for the Missions shall include but not be limited to Connective narratives, images, image captions, videos, transcripts, resource PDFs, textbook source material, assessment content, points, dates, and rubric specifications. Any Mission Content delivered to Contractor after October 30, 2015 11:59pm are out of scope of this Addendum and are not the responsibility for Contractor to view, track, manage, prep or enter into Canvas optimized for TEx.
- 4) Provide feedback for the Guides by November 5, 2015 to identify any gaps in Content or desired changes for V2.0.
- 5) Provide feedback for the Missions by November 5, 2015 to identify any gaps in Content or desired changes.

4. JOINT RESPONSIBILITIES:

- 1) Attend meetings on status of Deliverables and Content entry. Parties will mutually agree on a meeting schedule.

5. TERM:

This Addendum shall begin on the Addendum Effective Date and shall expire on December 1, 2015, unless otherwise amended or terminated as provided in the Agreement.

6. PROJECT NOTIFICATION:

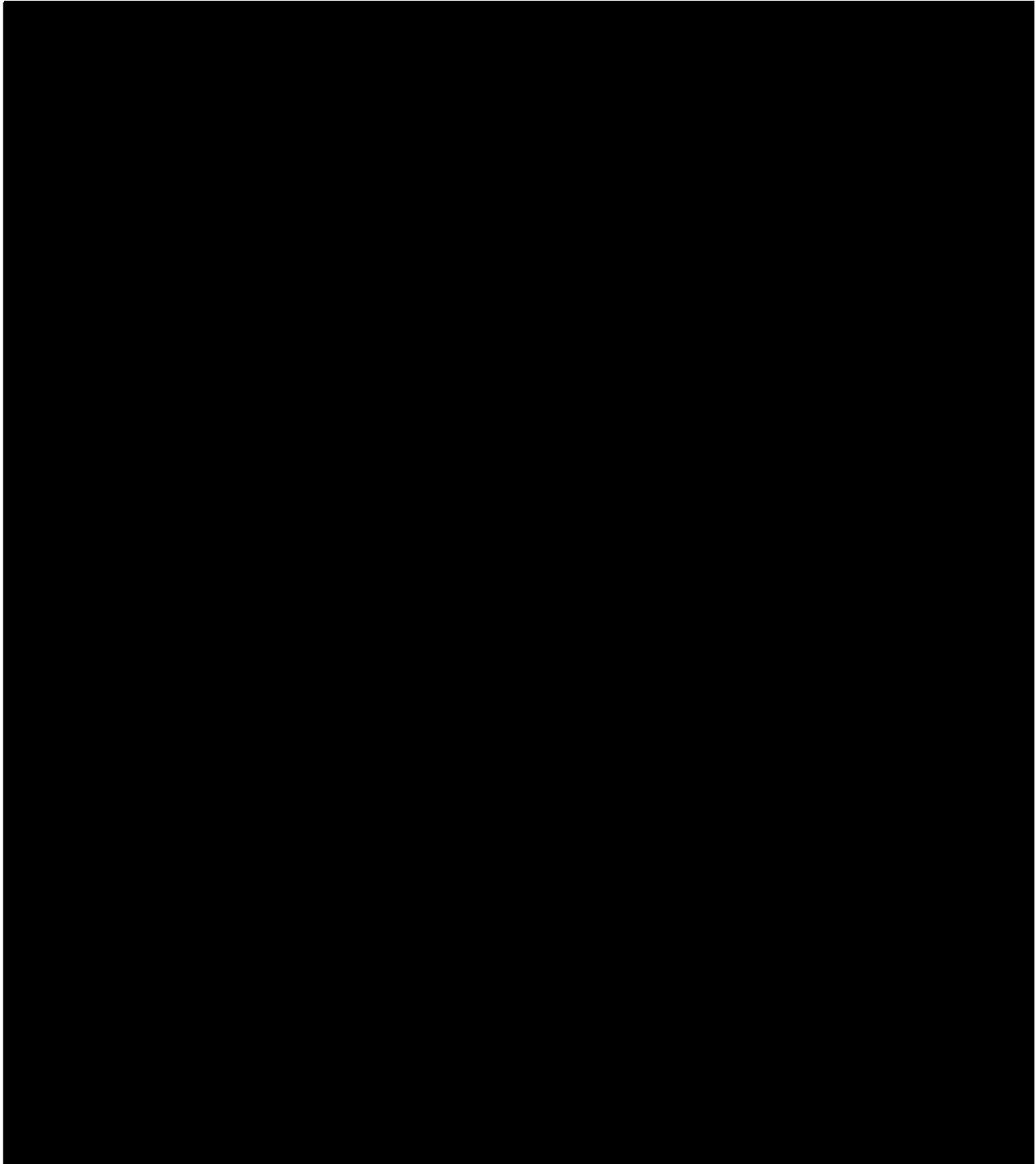
Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

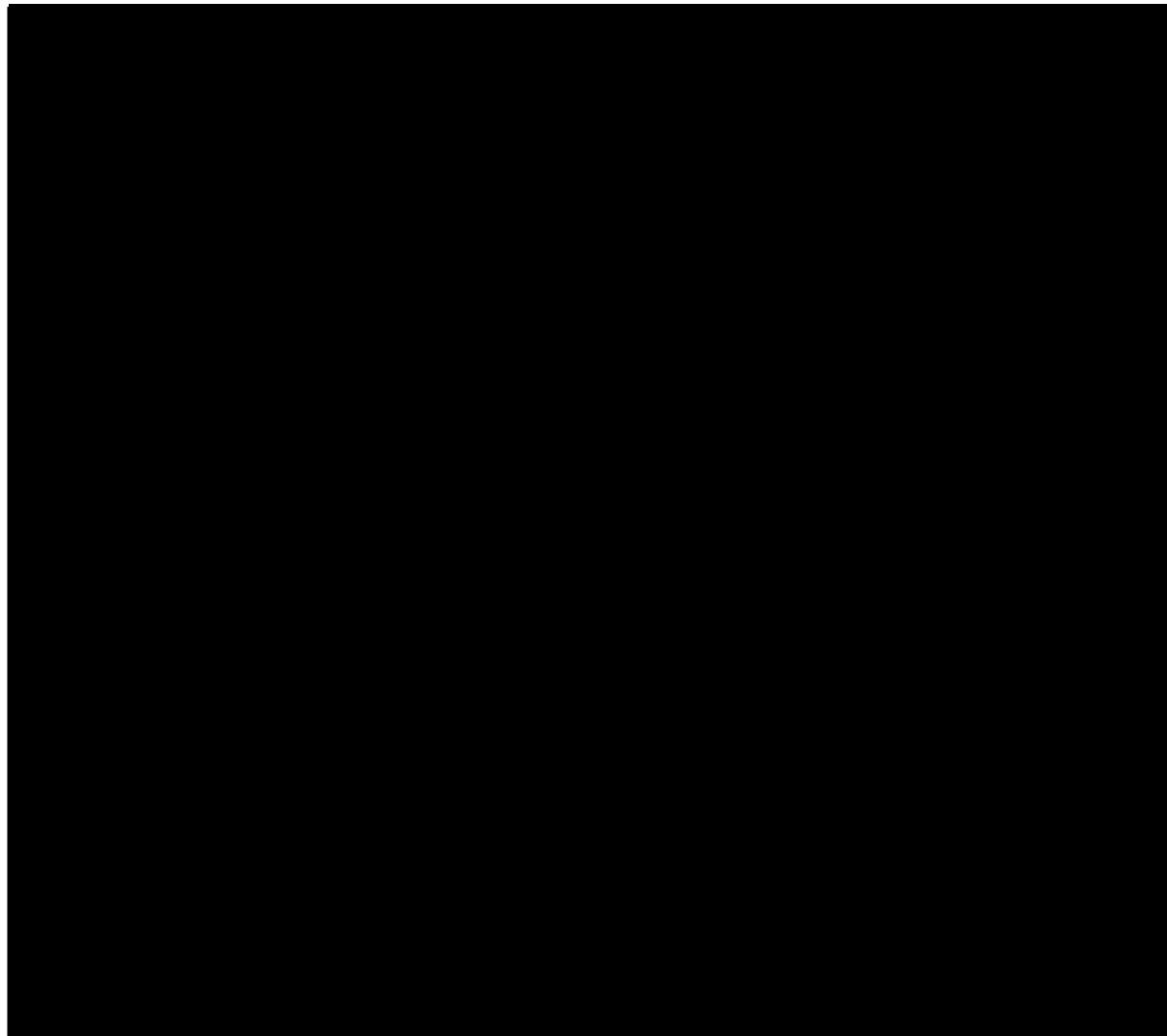
The University of Texas System
Joann Kozyrev
The Institute for Transformational Learning
University of Texas System
Email: jkozyrev@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

- Aric Cheston, President, Big Tomorrow
- Joann Kozyrev, Director of Competency-Based Program Design and Development, Institute for Transformational Learning, University of Texas System

7. MILESTONES, SCHEDULE, ACCEPTANCE AND FEES:





*University acknowledges that Contractor is dependent upon University to provide Content and upon the TEx application and TEx Canvas website to access the Courses and Guides. Delays by the University in providing the Contractor with Content or delays associated with availability of TEx or Canvas could result in schedule delays.

Deliverables are subject to University review and acceptance.

University will provide acceptance upon demonstration that the Deliverable accurately includes the Content.

Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By:



Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 9/18/2015

Big Tomorrow

By:



Name: Aric Cheston

Title: President

Date: 9/9/2015



Steve Mintz
Exec. Dir.
ITL

PROJECT ADDENDUM

UT TEx Cross-Context Content Development and Production

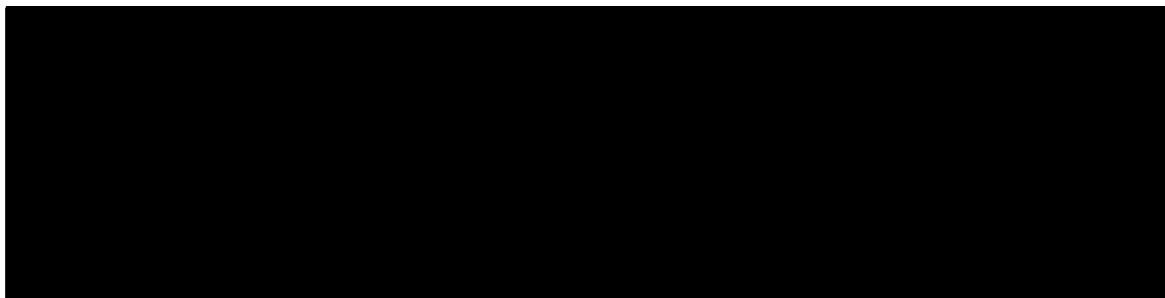
This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow, Inc. ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and Contractor. This Addendum has an Addendum Effective Date (herein so called) of March 2, 2015.

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

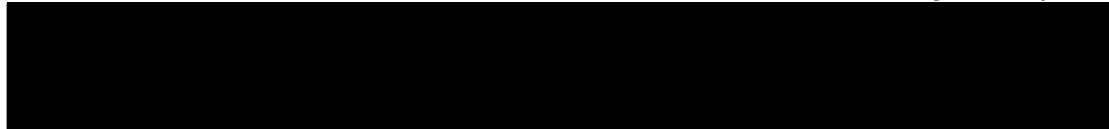
Project:

Subject to the terms of the Agreement, Contractor shall perform the following services:

Contractor will support ITL for the Fall 2015 launch of the TEx learning platform at UTRGV by supervising content planning, development and production for Year 1 of the BS in Biomedical Sciences course module content (8 courses) and Biostatistics. This work will encompass the following activities:

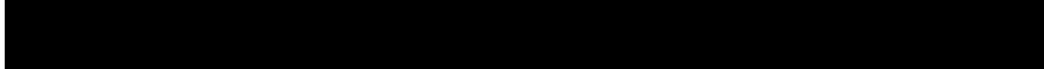


Based on third-party partners Canvas and CCKF Content Management System (CMS) interface and system requirements and/or constraints, [REDACTED]



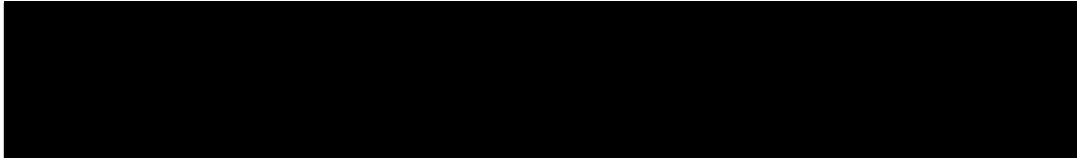
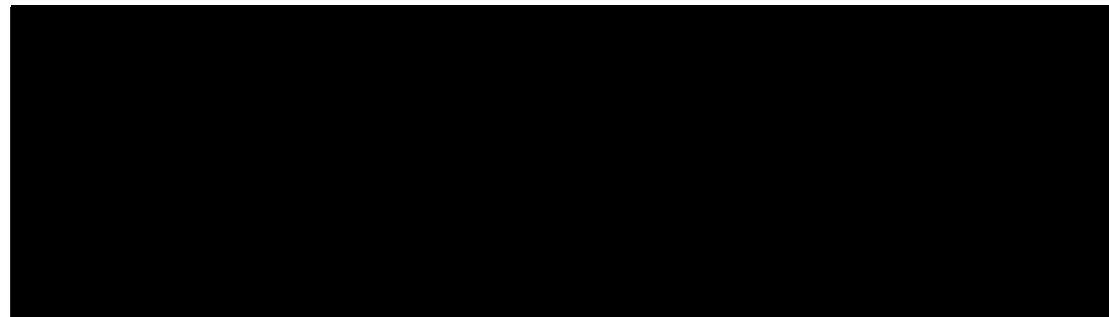


Deliverables:

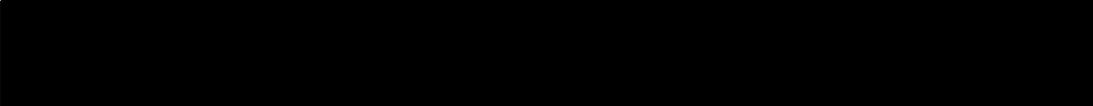


Dependencies: ITL's iOS learning platform partners (e.g., Canvas and CCKF) must be identified and locked by March 2, 2015. Contractor must have timely access to Canvas and CCKF graphic and video specifications, CMS documentation, and CMS training to facilitate template, graphic and process design. If learning platform partners and associated specifications are not identified or change during the project, Contractor will evaluate the additional time or resource need and related fees. Any such changes will be detailed in an additional project addendum and agreed upon by both parties in writing.

Instructional Content Development Coordination & Supervision



Deliverables:



Dependencies: ITL management of content clearances, licenses and license renewals. ITL availability for subject matter expert and Faculty reviews and documentation of feedback. Timely delivery to Contractor of produced graphic, animation and video assets from third-party Media Production vendor(s). Timely delivery to Contractor of produced module instructional content from third-party Instructional Design vendor(s). Content development delays or additional content development resources may be required if agreed-upon approval and Media Production vendor schedules change. Contractor will evaluate the additional time or resource need and related fees. Any such changes will be

detailed in an additional project addendum and agreed upon by both parties in writing.

Course Building Documentation

Deliverables:

Assumptions: Designed for as-is system of CMS content upload process known to date at time of content entry/build for Fall 2015 Year 1 BS in Biomedical Science UTRGV.

The Services shall be provided during a term commencing as of March 2, 2015, and ending on June 12, 2015, unless otherwise amended or terminated as provided in the Agreement.

Team Structure:

The core team will be comprised of the preferred individuals listed below or their equivalent role and level, adjustable with reasonable notice (10 business days). When modifications materially alter the individuals and/or roles required, both parties must agree to changes in core team staffing, and a Change Order may be required.

The team will consist of the following roles:

Role (Quantity if more than one)	Role Description	Sample Outputs
Engagement Lead; Principal, Design (limited oversight throughout engagement)	Provides strategic and creative oversight to ensure solutions meet end user and business objectives. Responsible on this project for staffing and program quality. Cross-team collaboration advisor to ensure objectives are met.	Engagement Management Planning & requirements Vision and design Direction Staffing
Lead Program Manager (limited oversight throughout engagement)	Collaborates with ITL to define program requirements and technical constraints to inform project approach. Responsible for staffing and program accountability. Cross-team collaboration advisor to ensure objectives are met.	Requirements planning Engagement status Reporting Staffing
Visual Designer (3 weeks)	Creates the system of colors, typography, icons and patterns and specifications that define the look and feel and the graphic	Visual design language Visual asset creation

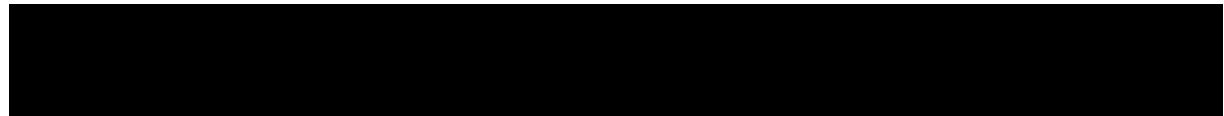
	standards for asset production.	
Process Designer (5 weeks)	Discover Canvas and CCKF delivery system abilities and constraints. Discover Instructional Design requirements for TEx learning platform. Synthesize flow and requirements into repeatable design and development process for production and conclude with how-to guide.	Process capture, process design User experience design Content Building How-to guide
Project Manager 1 (15 weeks) Project Manager 2 (12 weeks)	Day-to-day manager of communication, workflow and progress tracking. Monitor, track and report status. Prepare work for clean handoffs. Archive final work for final handoff to ITL.	Vendor management Tracking management Reporting
Production Designer (12 weeks)	Day-to-day manager of visual asset production: provide visual direction and feedback for production vendors for quality and consistency, assist with graphic production for modules.	Asset creative direction Graphic design
Copy Editor/Proofreader (2 x 2 weeks each x 4 courses each)	Read and proof all written course content for grammatical accuracy, Provide running style guide for consistency in instructional nomenclature.	Marked up Course template or equivalent, Course copy style guide

It is understood that the TEx Learning System is a new instructional product that at this point has not been fully developed, tested nor used by any user group, including Instructional Designers, Content Builders, Quality Assurance Testers, Students or Instructors. As such, there is an inherent unknown level of effort (LOE) that cannot be fully accounted for at this time.

It is understood that there is an inherent dependency upon the TEx iOS system and related CMS system to be developed and operational in order to fully articulate process requirements, visual requirements, content requirements and CMS requirements.

If a staff commitment in excess of the core team as noted above is required, Contractor will evaluate the additional resource need and related fees. Any such changes will be detailed in an additional project addendum and agreed upon by both parties in writing.

Planning Process:



Review Process:

At the beginning of the project, Contractor and ITL will establish a master program schedule with milestones, dependencies and review dates clearly stated. Approval checkpoints shall occur at Production Prep [REDACTED] Asset Creation [REDACTED] Live content approval [REDACTED]. Contractor will attempt to aggregate work for reviews in "batches" to simplify review cycles and Contractor will track approvals in a master spreadsheet (or equivalent tracking method) by course.

Communication:

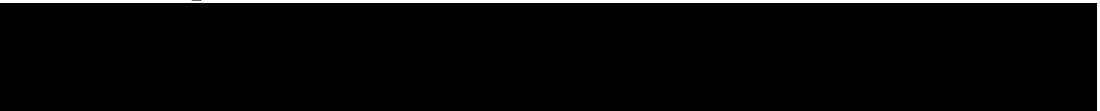
Weekly status reports will clearly show progress against planned, resource allocation and deliverable objectives, as well as highlight open items.

The following meetings will help ensure Contractor and ITL remain informed, aligned and engaged:

- Weekly Status meeting between ITL and Contractor Engagement Lead (30 minutes)
- Review meetings as scheduled per master program schedule for ITL Design Leads and UTRGV Faculty leads

Deliverables:

Process Planning & Documentation March 2 – March 27, 2015



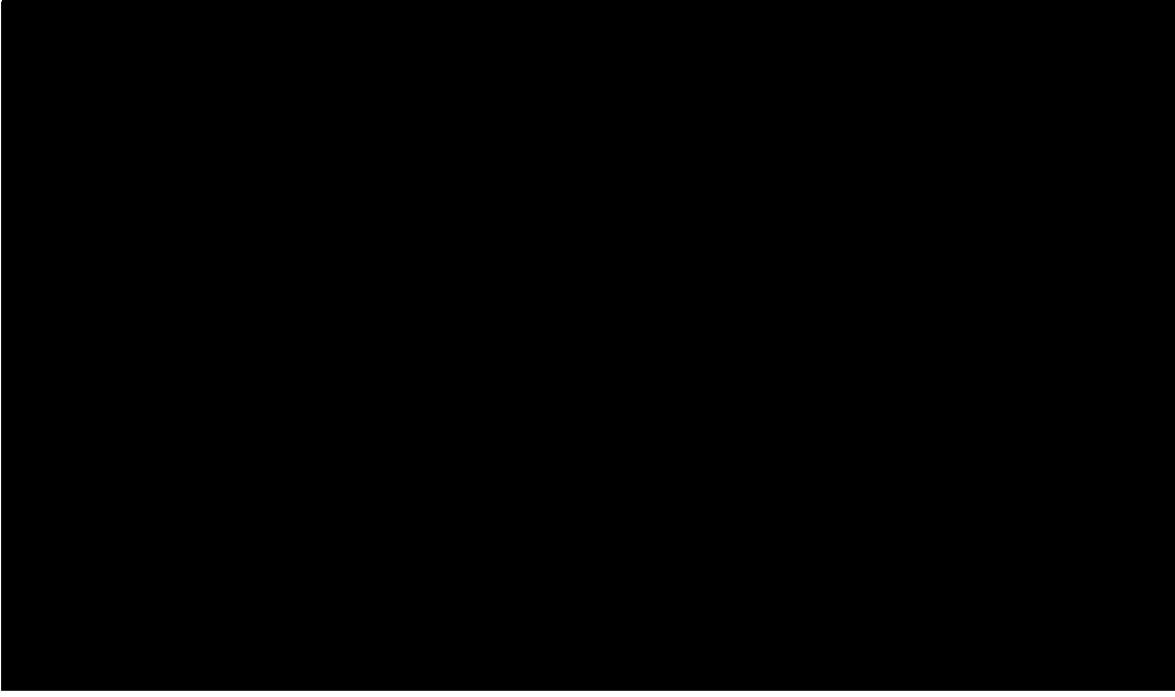
Instructional Content Development Coordination & Supervision March 30 – June 12, 2015



Course Building Documentation May 11 – May 27, 2015



Roles and Responsibilities:



Program Dependencies:

- TEx iOS learning platform partners (Canvas, CCKF) must be identified and locked at the start of this project. Contractor must have timely access to Canvas and CCKF CMS, plus CMS documentation and training to facilitate planning for content template, graphic asset and process design.
- ITL shall provide timely direction on Course Instructional Design before production can begin.
- ITL shall provide timely approvals on module content per the master schedule or a day for day slip in schedule may result.
- Third-party Media Production vendor(s) shall provide timely delivery of produced media content to Contractor.
- Third-party Instructional Design vendor(s) shall provide timely delivery of produced module instructional content to Contractor.

Assumptions:

- First day of class for students at UTRGV is August 24, 2015. Activities in this scope will be driving toward this date as a critical dependency.
- Content Building (adding content into the TEx platform) and QA in the TEx platform (review of content in the TEx iOS app and web app platform) are not deliverables in this scope.


- Some third-party vendor services are critical to the production and will be engaged and funded through ITL or ITL resources. These are:
 - Video and/or animation production
 - Graphic asset design
 - Instructional design
 - Assessment design
 - Content Curation
- ITL is responsible for rights-management including procurement, clearances, securing rights or permissions, licensing and renewal management and payment for any stock images, videos or other third-party instructional content.
- The Content Building Instructional Guide shall be designed for as-is system of CMS entry known to date at time of content entry/build for Fall 2015 Year 1 BS in Biomedical Science UTRGV.
- Localization, including translation and versioning of copy, visual and media assets, Localized Content Building, and Localized Live QA are not included in this scope of work.

Unknown at this time:

- Date of R1 planned Student iOS app release
- Date of R2 planned Student iOS app release
- Date of R1 planned Instructor iOS app release
- Date of R2 planned Instructor iOS app release
- Date of R1 planned Student web app release
- Date of R1 planned Instructor web app release
- Date of CCKF system coming online (for program building)
- CCKF milestone/course/program/competency tracking capabilities
- Date of Canvas system coming online (for program building)
- Canvas milestone/course/program/competency tracking capabilities

Schedule:

Contractor will commence performance of this Contract beginning on Monday, March 2, 2015 for a 15-week period, and end on Friday, June 12, 2015. Contractor and ITL will establish a master program schedule with milestones, dependencies and review dates clearly stated, refining based on the general timeline below:

Working Schedule:

Project Initiation, Staffing, Planning	3/2/15 – 3/20/15
Establish Production Process and Templates	3/9/15 – 3/27/15

Instructional Content Development, Production	3/30/15 – 6/12/15
Replication – Create Course Building Guide	5/11/15 – 5/29/15

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

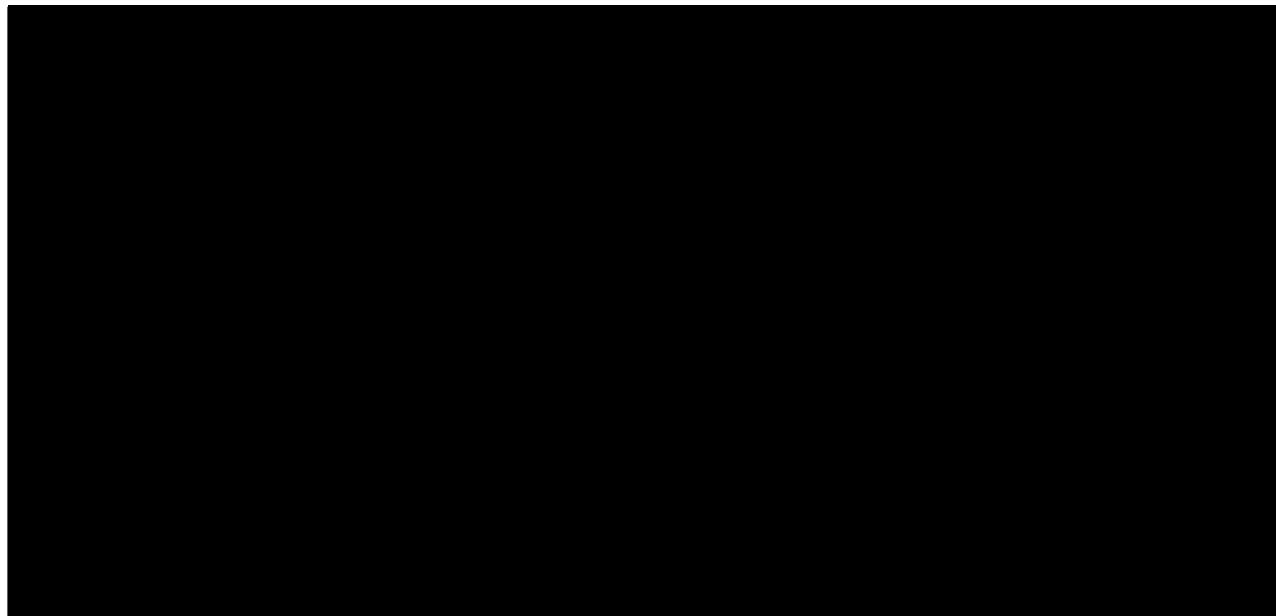
The University of Texas System
Daniel Garza
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements:

[REDACTED]

The invoice schedule will be as follows:

[REDACTED]



Any material change to the scope of work in this SOW will be documented with an additional project addendum during the course of the engagement. Any changes to the fees will be negotiated at the time of the change request.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 4/2/2015

William H. McRaven
Chancellor
The University of Texas System

BIG TOMORROW, INC.

By: Aric Cheston

Name: Aric Cheston

Title: President

Date: March 30, 2015

Steve Mintz
Exec. Dir.
ITL

2016-716

2014-186

PROJECT ADDENDUM

PROJECT UT015: TEx V2.0 PHASE 2B FOUNDATIONAL DESIGN

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 8, 2016. The term of this Addendum shall be from the Addendum Effective Date until October 9, 2016.

By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

The Contractor will continue to define the user experience for the TEx V2.0 Marketplace, Persistent Progressive Profile, Universal Transcript, and Learning Environment Platform ("Platform"), which will launch with the Cyber Security BA program conducted by the University of Texas San Antonio (UTSA) in Fall 2017.

Contractor will perform foundation design activities in the form of [REDACTED]

This statement of work ("SOW") has the following goals:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

August 8 – September 9

Foundational Design Activities

Contractor will perform Foundational Design activities [REDACTED]

Application Map

The Contractor will provide a high-level application map [REDACTED]

Web Accessibility Study

The Contractor will assess the Web Accessibility policy of the University, as well as the accessibility guidelines identified by the University including but not limited to the World Wide Web Consortium (W3C). The Contractor will then view these guidelines and policies from a design perspective, [REDACTED]

Foundational User Interface Design Concepts

The Contractor will provide foundational designs in the form of [REDACTED]

Key goals for the Foundational User Interface Design Wireframe Concepts are:

- [REDACTED]

Design Language System (“DLS”)

Based on design input from University, the Contractor will explore the design of a visual design language system that can be applied to the TEx Platform.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:

[REDACTED]

All Deliverables are Work Material. All other materials created or provided by Contractor under this Addendum are Work Materials. The Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement, and Contractor shall use the Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) New logo design.
- 2) Brand consulting.
- 3) Instructional design.
- 4) Instructional content development.
- 5) Instructional content management or content uploading.
- 6) Front-end or back-end development, CSS creation, systems and API integration.
- 7) Knowledge mapping development, creation or implementation.
- 8) Management of ITL contractors, suppliers and integration partners.
- 9) Creation of system test plan, system testing.
- 10) Educational Policy writing, pertaining to new policies for TEx, UTSA or other ITL partner institutions.
- 11) Legal Policy writing, pertaining to legal terms and conditions for TEx, UTSA or other ITL partner institutions.
- 12) Marketing or landing page content writing.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:



4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated University Product Manager for TEx V2.0 who can make timely decisions about the product.
- 3) Provide technical details about the responsive website grid specifications by 8/8/16, as it relates to design activities.
- 4) Provide technical contacts and details for key integration systems as it relates to design activities.
- 5) Provide timely feedback.
- 6) Provide timely feedback on minimum viable product planning and sprint planning throughout the project, communicating priorities to the Contractor Product Manager.
- 7) Manage University vendors in accordance with the agreed upon project schedule.
- 8) Manage licenses and implementation for any related third party software integrations.
- 9) Purchase and manage licenses for any stock photography that will be used on the Platform.
- 10) Purchase and manage license for any stock photography that may be used in learning offering content produced by the University Instructional Design team.
- 11) Provide detailed definitions of roles and responsibilities for all ITL vendors as they relate to the current and future stages of design for the TEx Platform. These definitions will allow the Contractor to effectively plan future phases of the project.

5. JOINT RESPONSIBILITIES:

- 1) Establish and attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, up to one status meeting per week, not to exceed 30 minutes weekly.
- 2) Establish and attend standup meetings as needed to facilitate active communication and planning across all University vendor parties.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on October 9, 2016, unless otherwise amended or terminated as provided in the Agreement.

The following holidays shall be observed by Contractor:

- September 5, 2016

7. PROJECT NOTIFICATION:

Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

The University of Texas System
Philip Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

Aric Cheston, President, Big Tomorrow, Inc.

Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. SCHEDULE:

TEx V2.0 FOUNDATIONAL DESIGN (8/8/16-9/9/16)	
Milestone 1	[REDACTED]
	[REDACTED]
Milestone 2	[REDACTED]

Milestone 3	

9. STAFFING:

The Contractor shall retain the following roles for service and staffing to perform the required design services:

Creative Director.

Provides strategic and creative oversight to ensure solutions meet end user, business and technical objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.

Product Manager.

Offers strategic leadership to partners. Leads strategic planning, communications and execution throughout the project lifecycle. Drives product development across multiple partners and departments through product requirements and go-to-market plans. Maintains strong subject matter expertise in industry or technology.

Sustains program advancement by diving deeply into the issues at hand, identifying and mitigating risks to the project, managing the legal contracts, coordinating design/technology tasks and deliverables, representing partners internally and strategically, and managing all issues impacting deliverables, schedules, and budget.

Business Analyst.

Defines and documents business processes and software requirements for technology initiatives, including digital products, content management systems, and business information systems. Maintains the day-to-day communication with University Project Managers and is responsible for proactively promoting communication between parties.

Senior Interaction Designer.

Leads the interaction design efforts to produce conceptual models, wireframes, and interactive prototypes. Works directly with client to refine interaction models and create interaction guidelines.

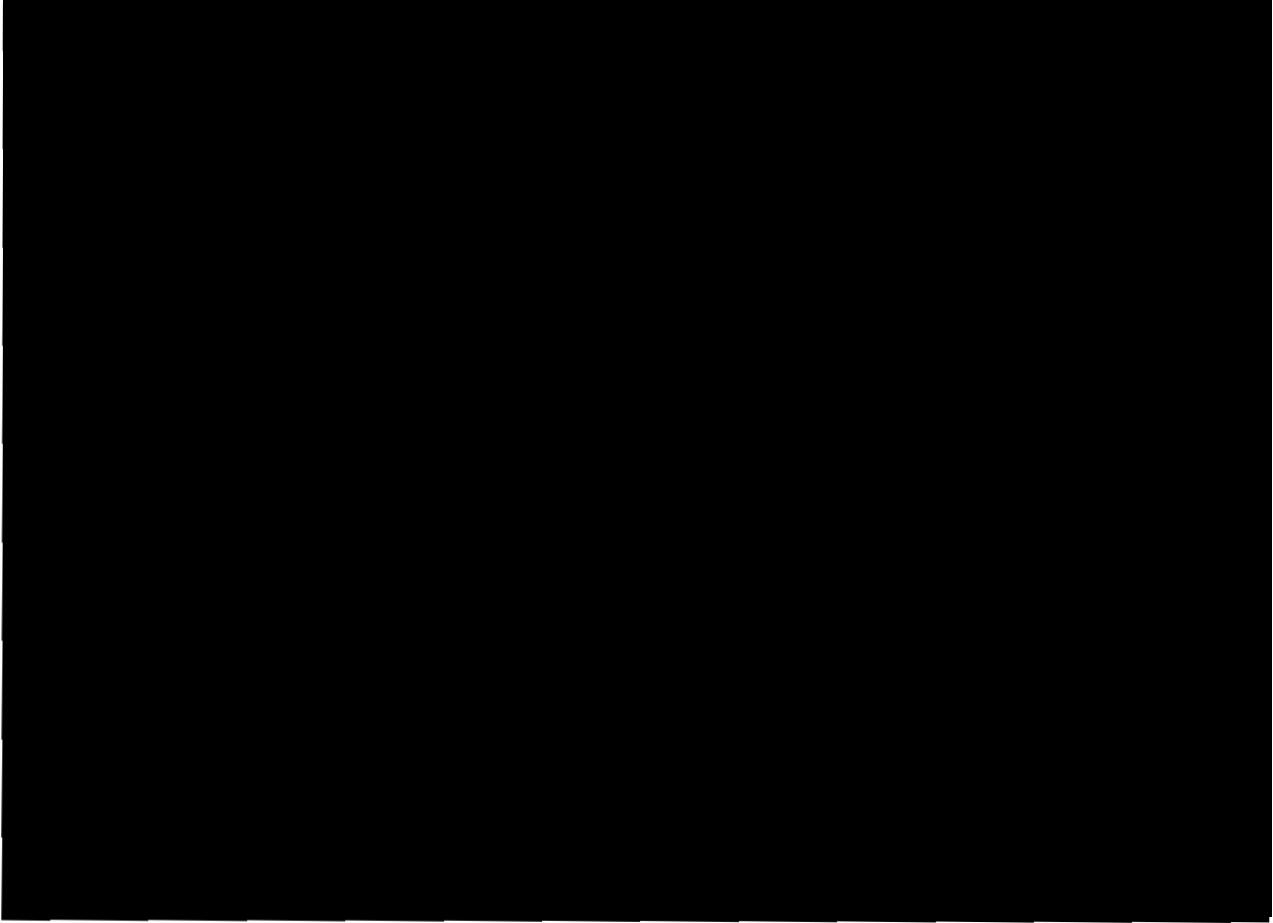
Senior Visual Designer.

Leads the translation of user needs and business objectives into beautiful visual design directions. Works directly with client to refine final visual designs and create specifications.

Visual Designer.

Leads the visualization of ideas and establishment of brand and design language systems. Assists in building brand and design graphics, visual compositions, and motion studies.

10. MILESTONES, ACCEPTANCE AND FEES:



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[REDACTED]

[REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: _____

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: _____

CIO, ITL

Big Tomorrow

By: _____

Name: Aric Cheston

Title: President

Date: 08/10/16

2016-120
2014-186

PROJECT ADDENDUM

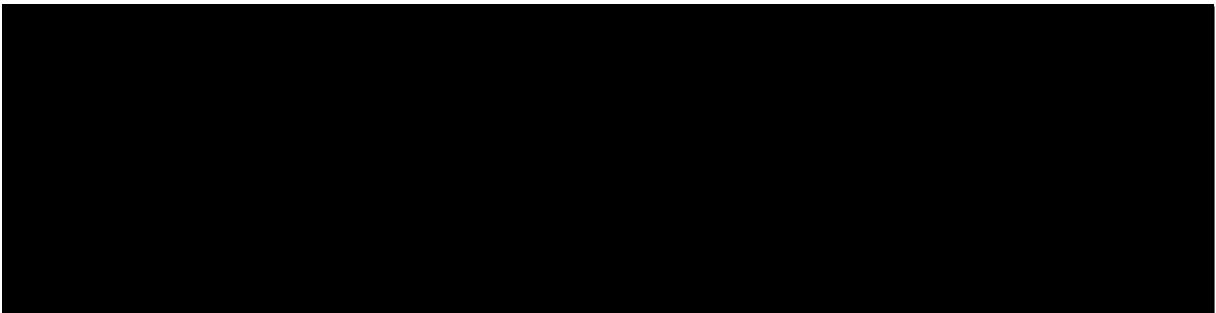
PROJECT UT014: TEx V2.0 LEARNING EXPERIENCE JOURNEY MAPPING SERIES

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 8, 2016. The term of this Addendum shall be from the Addendum Effective Date until September 25, 2016.

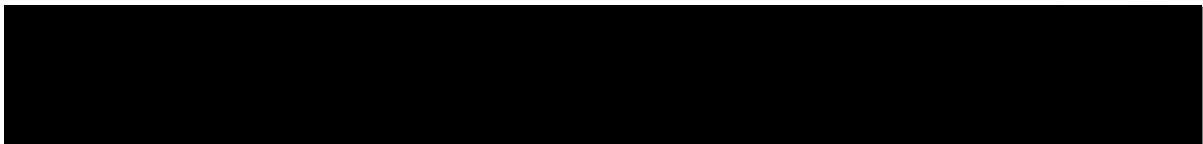
By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

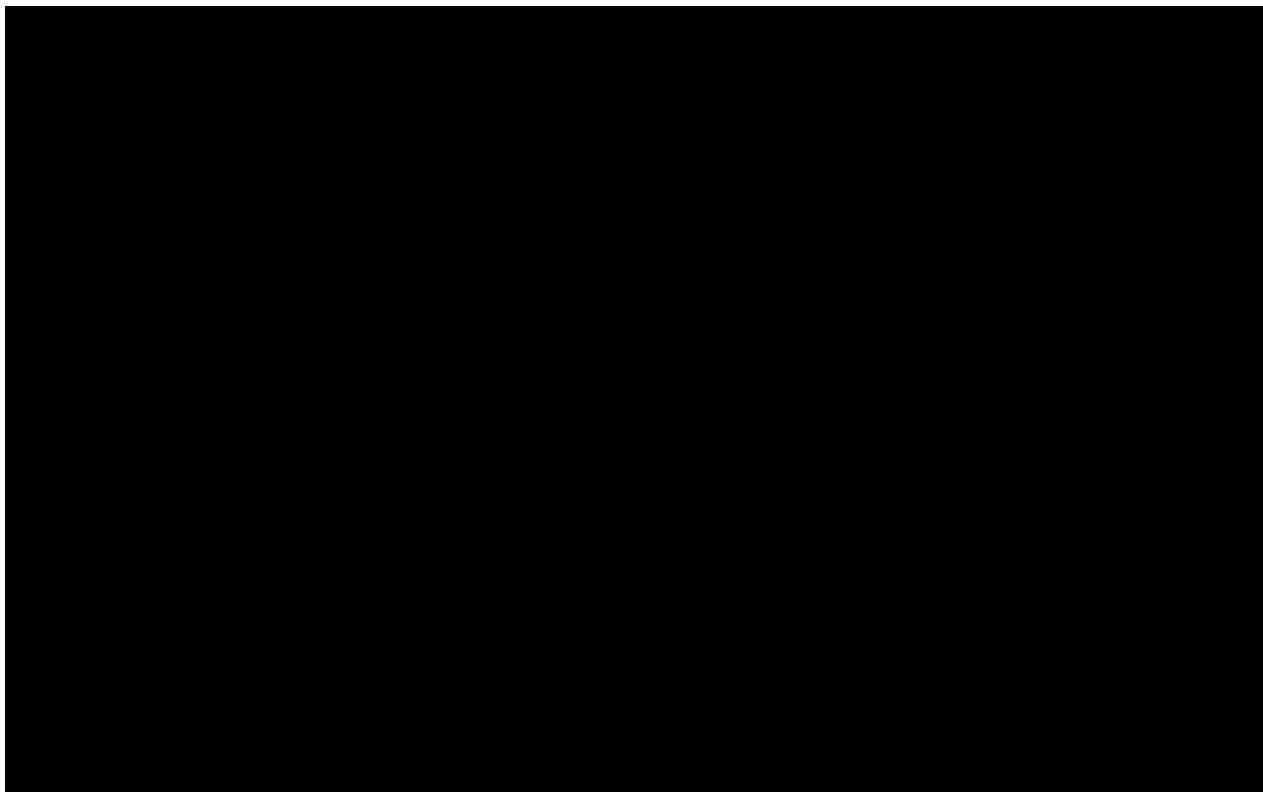
The Contractor will continue to define the user experience for the TEx V2.0 Marketplace, Persistent Progressive Profile, Universal Transcript, Community, Accomplishments, Interventions, Goal Setting Tools and Learning Environment Platform ("TEx Platform"), which will launch with the Cyber Security BA program conducted by the University of Texas San Antonio (UTSA) in Fall 2017.



This statement of work ("SOW") has the following goals:

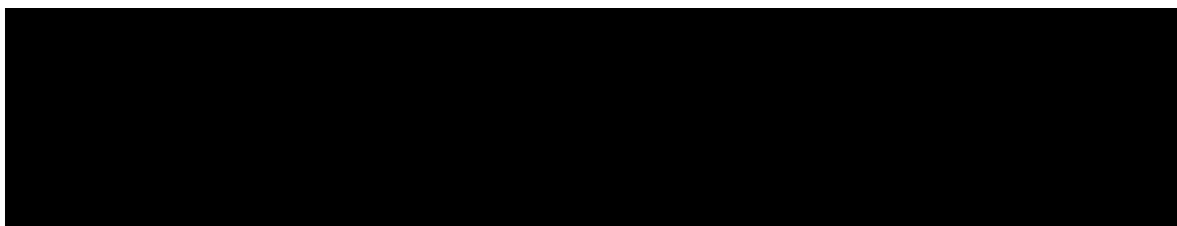


August 8 – August



2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



All Deliverables are Work Materials. All other materials created or provided by Contractor under this Addendum are Work Materials. The Existing Planning Assets, Requirements Database, and all Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement. Contractor shall use the Existing Planning Assets, Requirements Database, and Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) New logo design.
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- 4) Instructional content development.
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- 11) Legal Policy writing, pertaining to legal terms and conditions for TEx, UTSA or other UT System institutions.
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3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:



4. UNIVERSITY RESPONSIBILITIES:

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- 2) Provide Contractor a dedicated University Product Manager for TEx V2.0 who can make timely decisions about the product.
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- 4) Provide timely feedback.
- 5) Provide timely feedback on minimum viable product planning and sprint planning throughout the project, communicating priorities to the Contractor Product Manager.
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- 1) Establish and attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, up to one status meeting per week, not to exceed 30 minutes weekly.
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6. TERM:

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The following holidays shall be observed by Contractor:

- September 5, 2016

7. PROJECT NOTIFICATION:

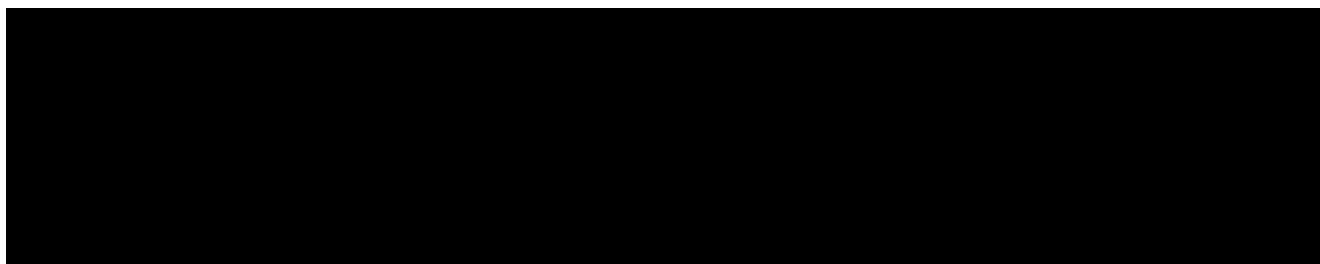
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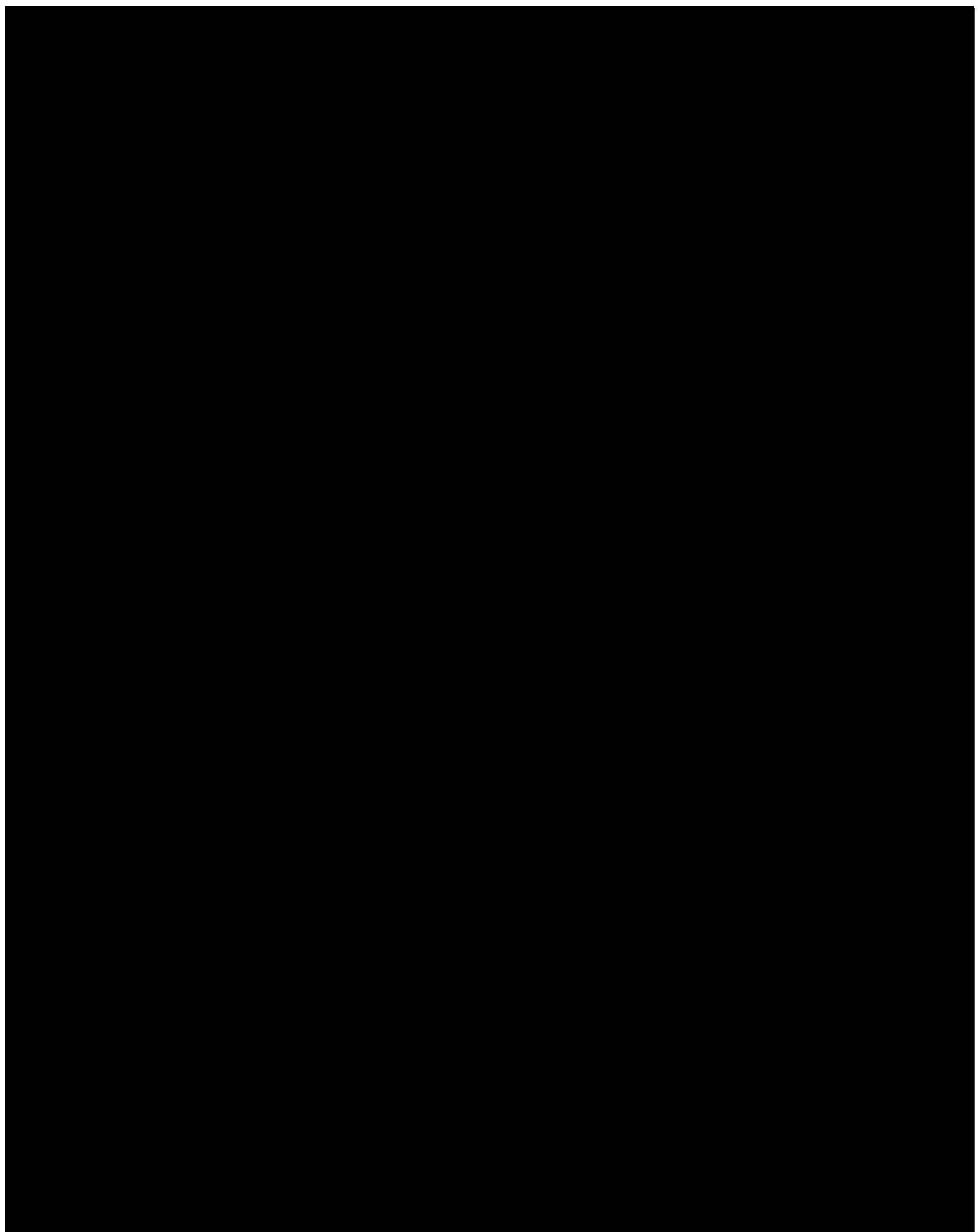
The University of Texas System
Philip Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

Aric Cheston, President, Big Tomorrow, Inc.
Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. SCHEDULE:







9. STAFFING:

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Sustains program advancement by diving deeply into the issues at hand, identifying and mitigating risks to the project, managing the legal contracts, coordinating design/technology

tasks and deliverables, representing partners internally and strategically, and managing all issues impacting deliverables, schedules, and budget.

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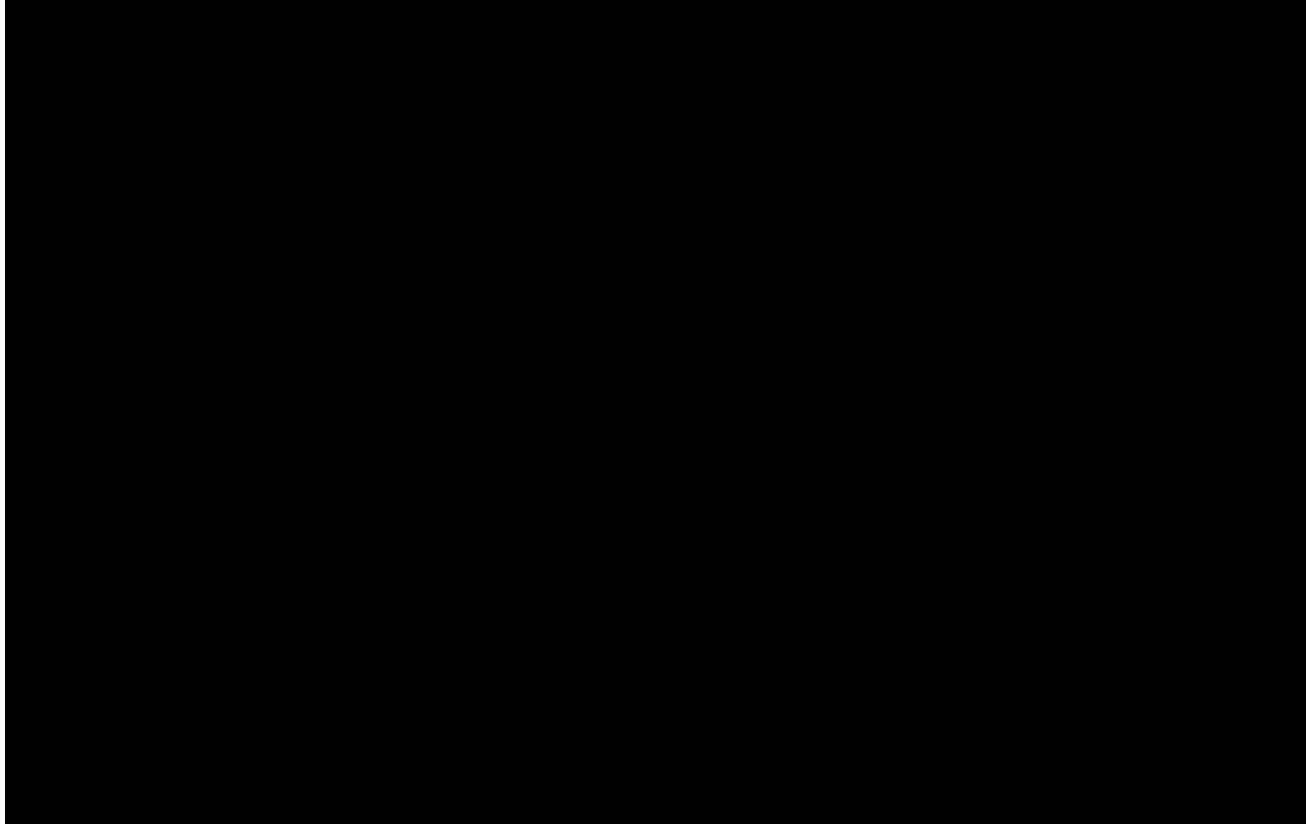
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10. MILESTONES, ACCEPTANCE AND FEES:



[REDACTED]

[REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By:

Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: _____

MBS

Dr. Marni Baker Stein
CIO, ITL

Big Tomorrow

By:

Aric Cheston

Name: Aric Cheston

Title: President

Date: 08/10/2016

PROJECT ADDENDUM

Middle School to Medical School Blueprint Initiative

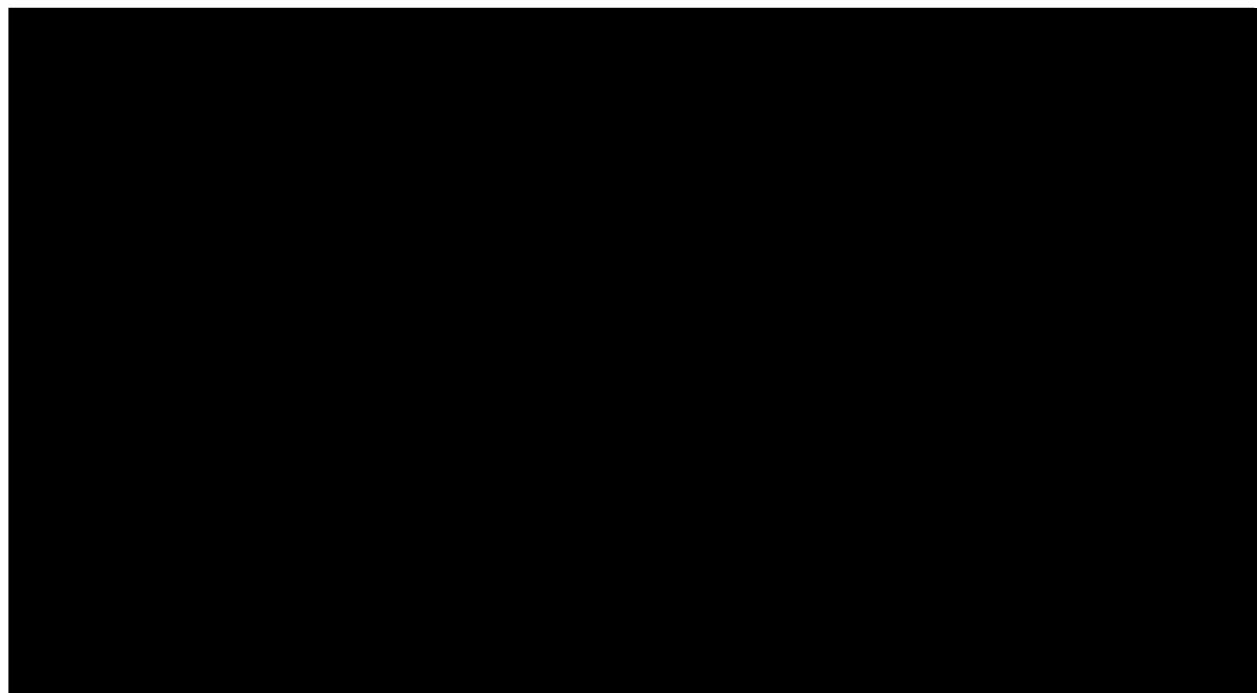
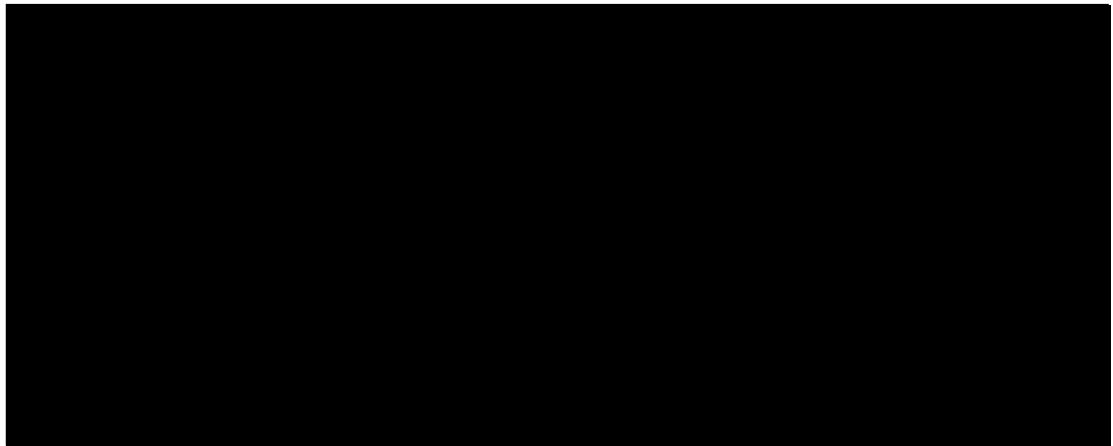
This Addendum (the "Addendum") between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") on behalf of its Institute for Transformational Learning ("ITL") and Big Tomorrow, Inc. ("Contractor") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 8, 2014.

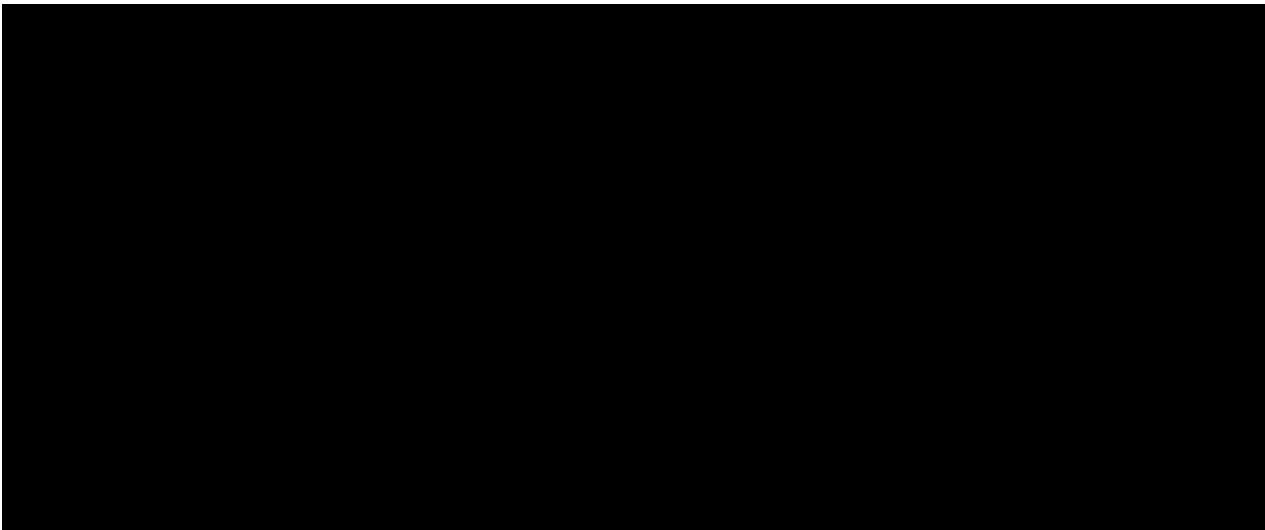
By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

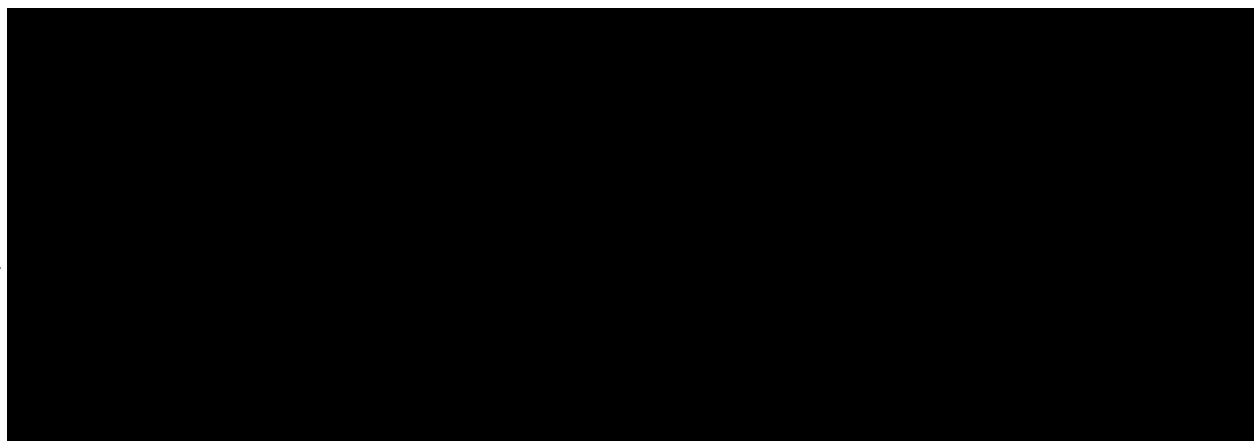
Contractor will collaborate with ITL and UTRGV Medical School Faculty to create the blueprint for the new UTRGV Medical School curriculum. This will begin with a current state analysis of the UTHSCSA CIRCLE curriculum and lead to the development of a blueprint of the UTRGV Medical School plan. The near-term objective will be to create the materials and assets to support submission of the UTRGV curriculum to the LCME by October 1, 2014. Longer term, the Big Tomorrow/ITL team will replicate the same process with UTHSCSA and UTRGV (BS in Biomedical Sciences program) to encourage a coherent mapping of the Middle School to Medical curricular trajectory.







Key Deliverables



Schedule:

With some prior project planning activities, Contractor will commence performance of this engagement beginning on Wednesday August 13th, spanning no more than 4-weeks, with the goal of completing the Project by Wednesday September 10th 2014.

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
Daniel Garza
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

[REDACTED]

Any material change to the scope of work in this SOW will be documented with an additional change order during the course of the engagement. Any changes to the fees will be negotiated at the time of the change request.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date: 8/15/14

BIG TOMORROW, INC.

By: Daniel Garza

Name: Paidia Pres. ref

Title: President

Date: 08-14-2014

SMW
8/15/14

BA2016-437
APS2014-186

PROJECT ADDENDUM

UT ENGINEERING QUEST-BASED LEARNING PLATFORM DISCOVERY

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and Contractor. This Addendum has an Addendum Effective Date (herein so called) of April 1, 2016.

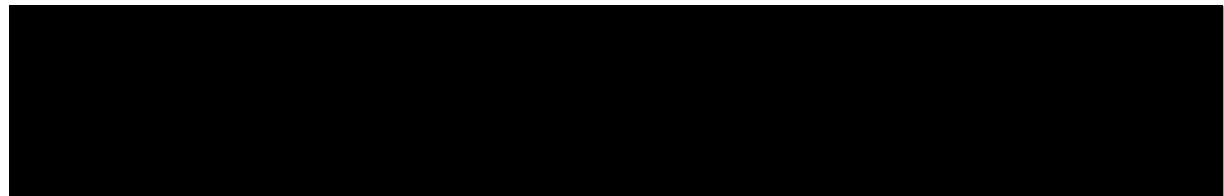
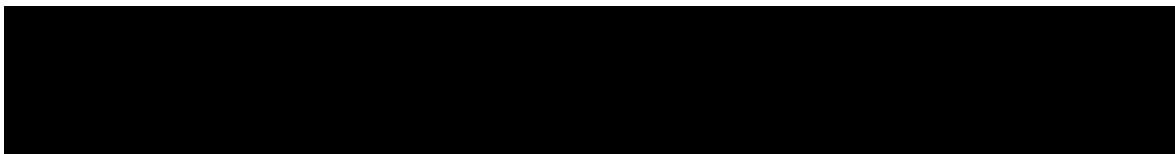
By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

ITL is engaging the Contractor in an early stage conceptual design project. Spanning 3 weeks, the scope of this work is to help define the conceptual boundaries, explore the opportunities, and illustrate the execution of a quest-based learning platform (QBLP) for high schools.

Based on the "Engineer Your World" high school curriculum developed by The University of Texas, UT Engineering will create a captivating digital platform to deliver quest-based learning projects for single and multi-student groups. The platform will host the curriculum, communicate with participants and may also enable sharing and collaboration between team members, teams and teachers.

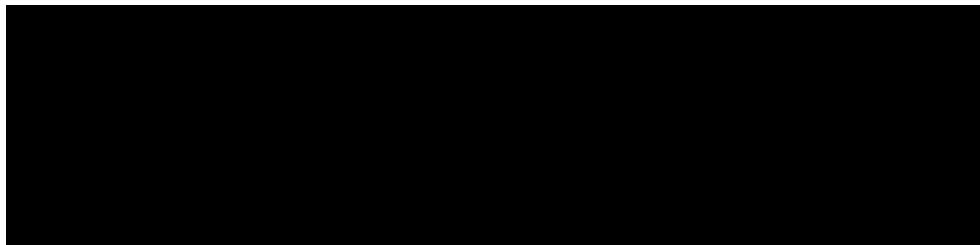
RESEARCH AND PREPARATION





2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) Capture, creation or documentation of product requirements, business requirements, use cases, user stories or test cases.
- 2) Conceptual design of the authoring tool.

All Deliverables and other materials created under this Addendum are Work Materials.

3. CONTRACTOR RESPONSIBILITIES:

[REDACTED]

4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Assemble key stakeholders for the workshop.
- 3) Provide timely feedback for the final deliverable.

5. JOINT RESPONSIBILITIES:

- 1) Attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, not to exceed 30 minutes weekly.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall expire on May 6, 2016, unless otherwise amended or terminated as provided in the Agreement.

6. PROJECT NOTIFICATION:

Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

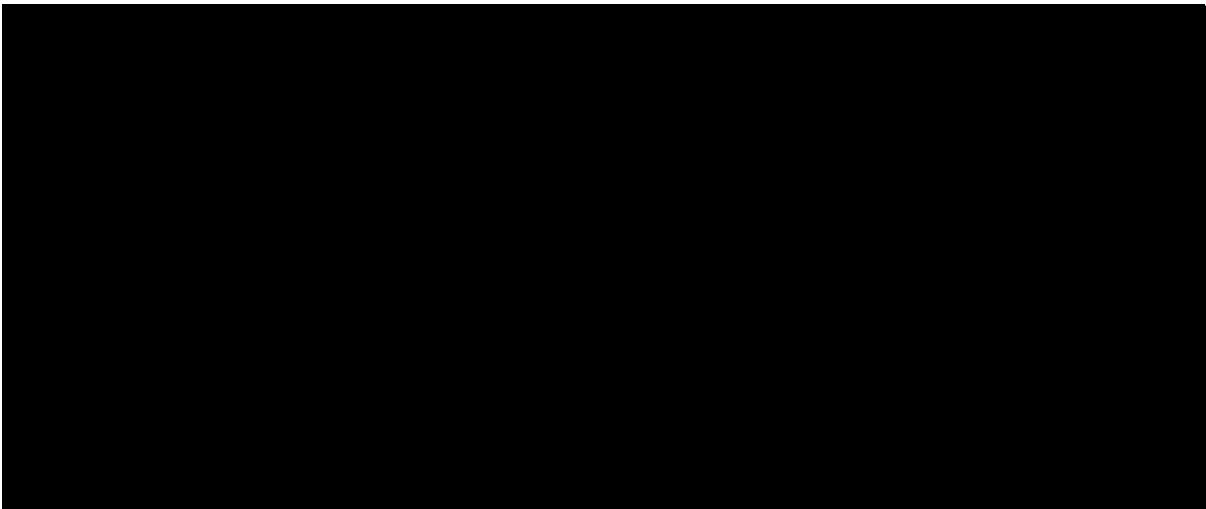
The University of Texas System
Marni Baker Stein
The Institute for Transformational Learning
University of Texas System
Email: mabaker@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

- Aric Cheston, President, Big Tomorrow
- Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

7. MILESTONES, SCHEDULE, ACCEPTANCE AND FEES:

[REDACTED]



Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that

exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.



IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 4/4/2016

A handwritten signature in blue ink that appears to read "Dr. Steve Mintz".

Dr. Steve Mintz

Exec. Dir.

ITL

Big Tomorrow

By: Aric Cheston

Name: Aric Cheston

Title: President

Date: March 30, 2016

BA 2016 -502
APS 2014-186

PROJECT ADDENDUM

PROJECT UT012: TEx V2.0 STUDENT LIFECYCLE MANAGEMENT - DEFINE THE USER EXPERIENCE

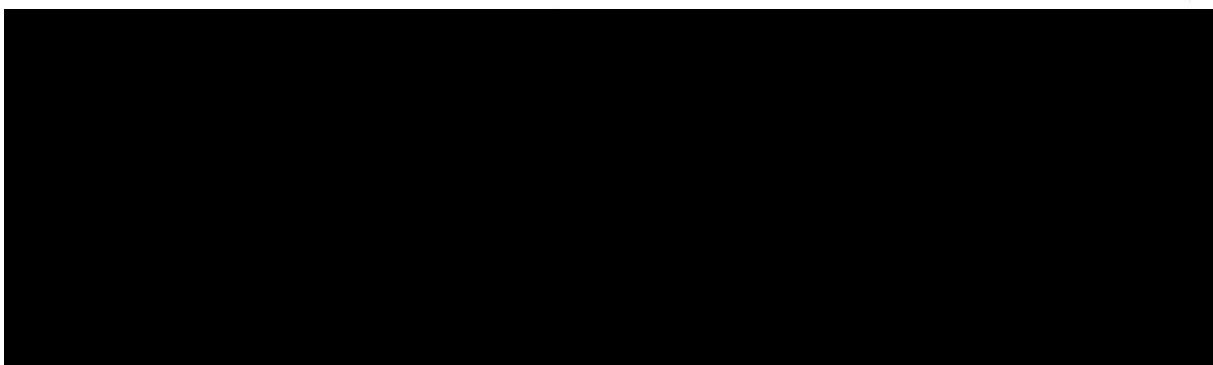
This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of April 21, 2016.

By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

As a continuation and evolution of the TEx (Total Educational Experience) platform, ITL has engaged the Contractor to facilitate the definition of the Student Lifecycle Management (SLM) requirements, business rules, and user experience for the Cyber Security program conducted at the University of Texas San Antonio (UTSA).

This statement of work covers a nine-week phase of work with the following goals:



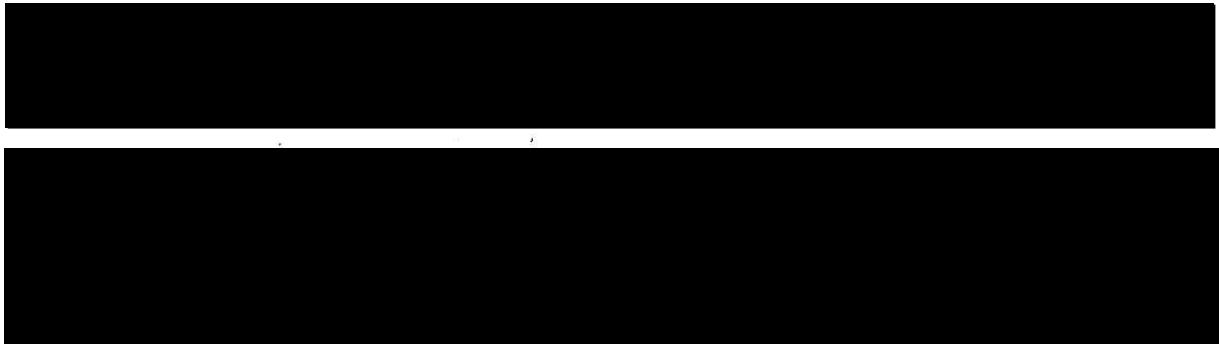
April 25 – June 24 (9 weeks)

RESEARCH AND SYNTHESIS



USER EXPERIENCE DESIGN AND DEFINITION

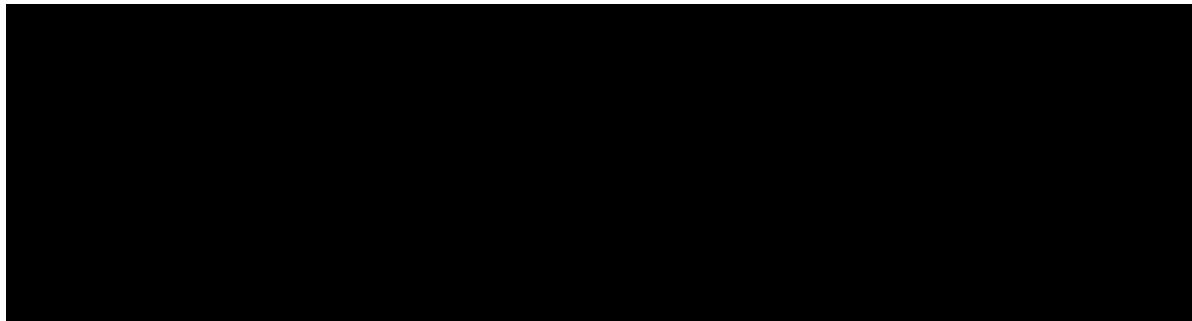




This statement of work assumes that the Contractor will leverage the existing TEx visual design language and that no new design language system shall be created under this statement of work. Any new design language requirements shall require a new statement of work and an additional timeline.

2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



All Deliverables are Work Material. All other materials created or provided by Contractor under this Addendum are Work Materials. The Existing Planning Assets and all Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement, and Contractor shall use the Existing Planning Assets and Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) User testing. If user testing is required, services shall be estimated and performed under a new statement of work.
- 2) Instructional design.
- 3) Instructional content development.
- 4) Front-end or back-end development, including systems and API integration.

- 5) Knowledge mapping development, creation or implementation of algorithms.
- 6) Management of ITL contractors, suppliers and integration partners.
- 7) Creation of system test plan, system testing.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:



4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated product owner for TEx V2.0.
- 3) Provide a venue for stakeholder meetings.
- 4) Assemble and manage key stakeholders and subject matter experts for the workshops.
- 5) Provide timely feedback for key deliverables or shift the schedule accordingly.
- 6) Materially lead each workshop.

5. JOINT RESPONSIBILITIES:

- 1) Attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, not to exceed 30 minutes weekly.
- 2) Attend workshop planning meetings to prepare for selected workshop topics and align on the workshop agenda, attendees and activities.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on July 8, 2016, unless otherwise amended or terminated as provided in the Agreement.

7. PROJECT NOTIFICATION:

Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

The University of Texas System
Shannon Chapman
The Institute for Transformational Learning

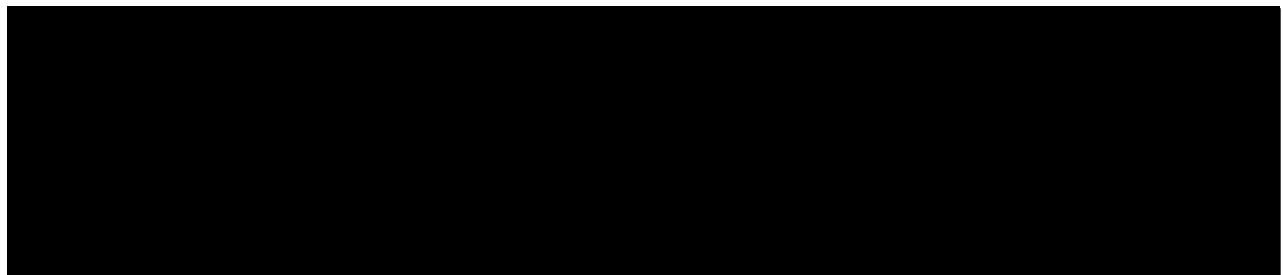
University of Texas System
Email: schapman@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

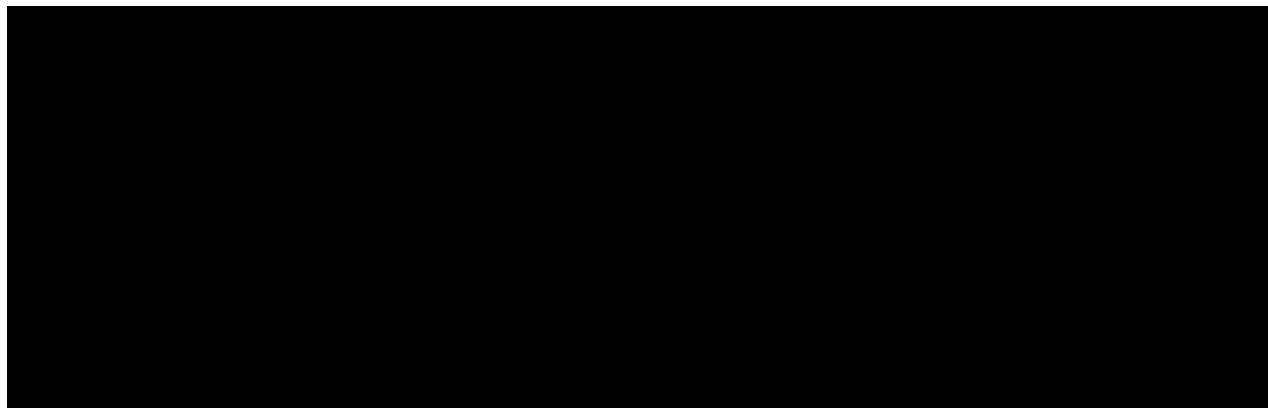
Aric Cheston, President, Big Tomorrow, Inc.

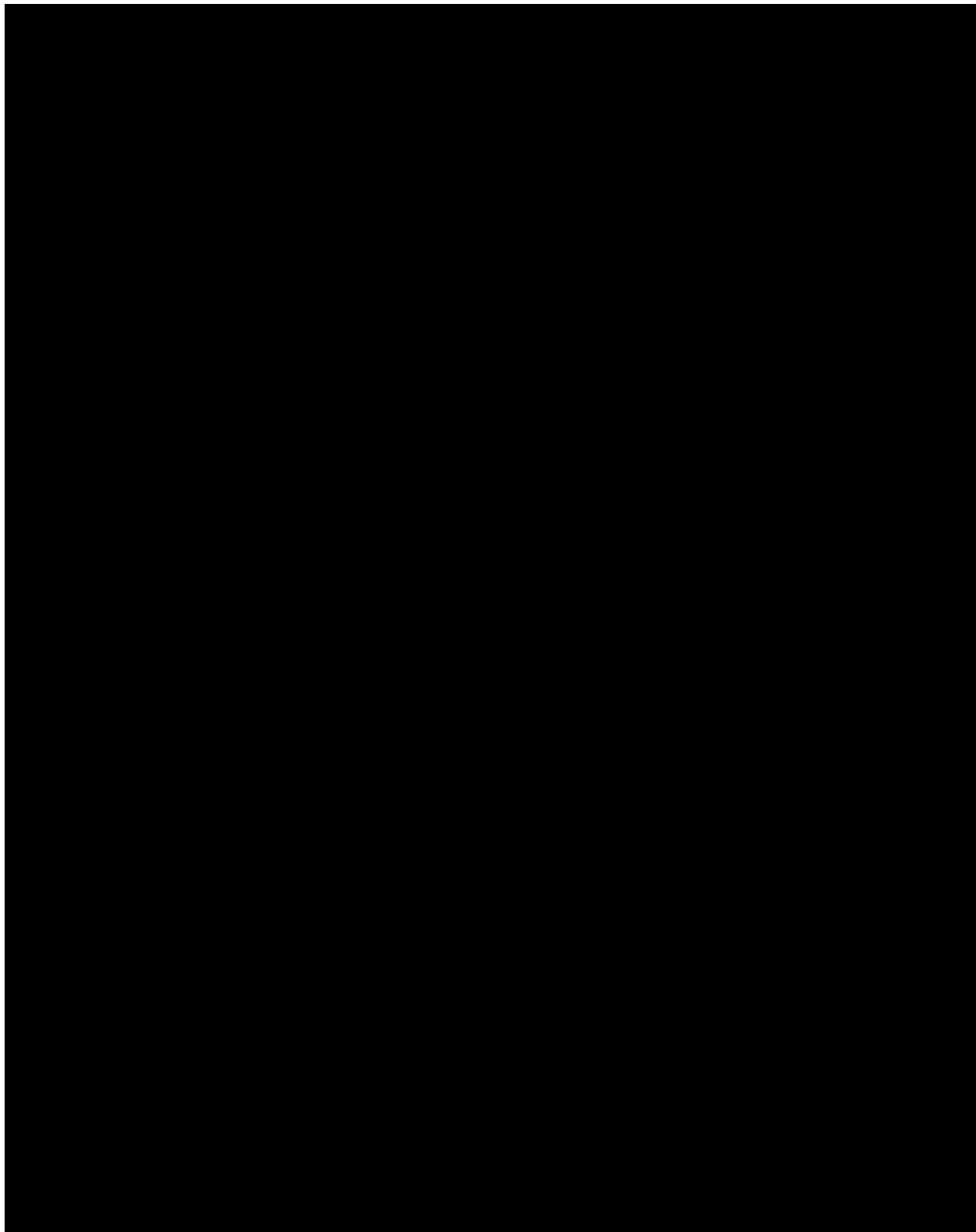
Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. SCHEDULE:



9. MILESTONES, ACCEPTANCE AND FEES:





[REDACTED]

Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required.

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 4/28/2016

Steve Mintz

Dr. Steven Mintz

Exec. Dir.

ITL

Big Tomorrow

By: Aric Cheston

Name: Aric Cheston

Title: President

Date: April 25, 2016

BA 2016-186
APS 2014-186

PROJECT ADDENDUM

PROJECT UT013: TEx 2.0 STRATEGIC BRIEF

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of April 22, 2016.

By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

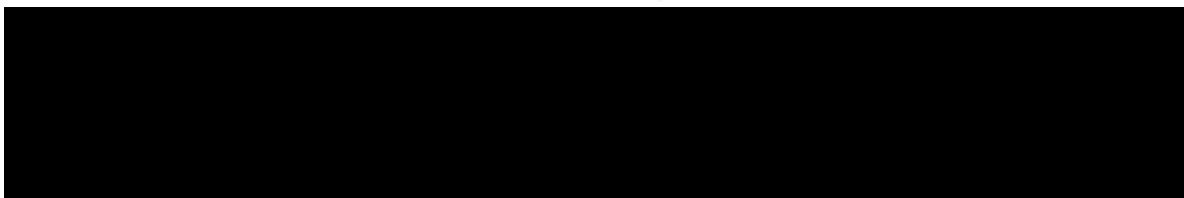
1. PROJECT:

ITL has engaged the Contractor to design and print an executive summary document that will be known as the "TEx V2.0 Strategic Brief."

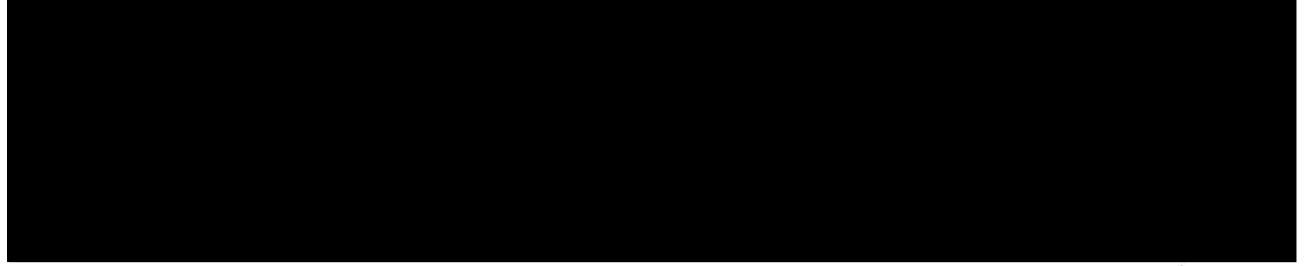
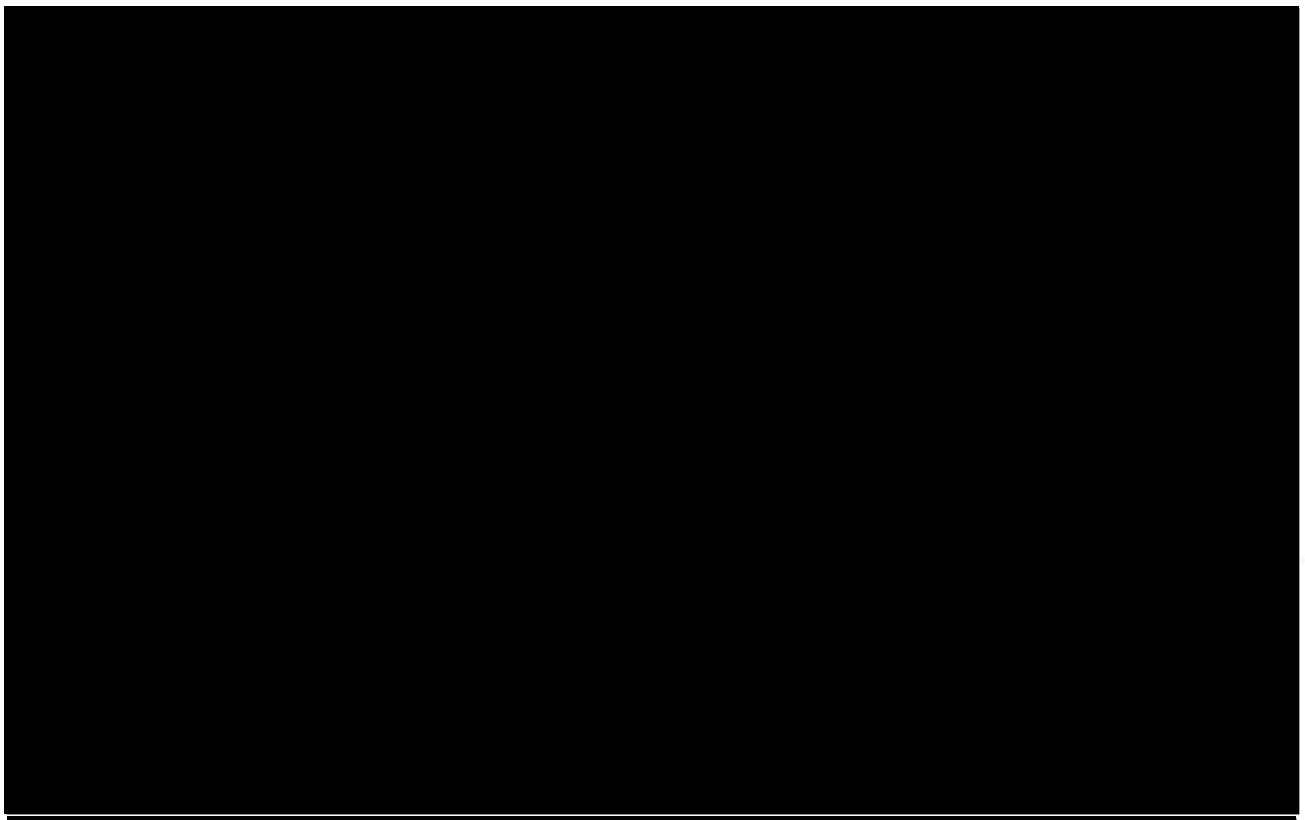
This executive summary will be comprised of ITL provided inputs ("Inputs"):

- Executive summary outline
- Business and strategic content (such as but not limited to the competitor space, business space, potential market; TEx components and development roadmap; cost estimation and budget forecasting; business models; commercialization models)
- Photographs
- Stock images (approved, licensed, cleared by ITL)
- TEx screen shots
- TEx logo
- Source Sans Pro fonts

This statement of work covers a three-week phase of work with the following goals:

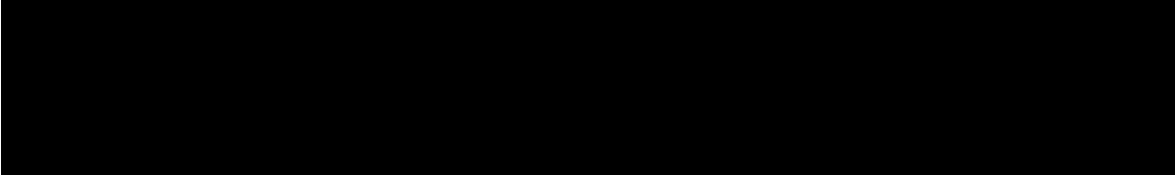


April 22 – May 9



2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



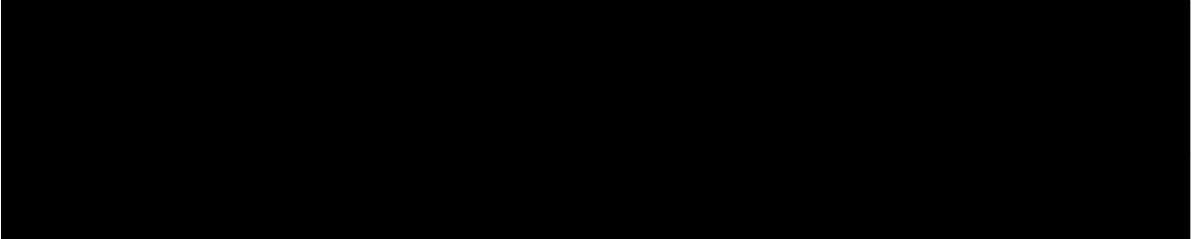
The parties agree that the Contractor shall not be responsible for the following activities when designing the Deliverables:

- 1) Creation of business or strategic content.
- 2) Competitor research.
- 3) Marketplace analysis.
- 4) Product roadmap creation.
- 5) Business model creation.
- 6) Commercialization strategy.
- 7) Estimation of any TEx development, projects or programs.
- 8) Production of new photography.

All Deliverables and other materials created by Contractor under this Addendum are Work Materials. Further, all Deliverables and other materials created by Contractor under this Addendum are University Records and Contractor agrees to maintain the confidentiality of these University Records in accordance with the Agreement; and Contractor will use the Deliverables and other materials solely for the benefit of the University.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:



4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated product owner for the TEx V2.0 Strategic Brief.
- 3) Provide Contractor all required business and strategy thinking content Inputs by April 25, 2016.
- 4) Provide timely feedback for key deliverables (1 business day) or shift the schedule accordingly.

5. JOINT RESPONSIBILITIES:

- 1) Attend planning and review meetings per the schedule to meet ITL preferred timing.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on May 31, 2016, unless otherwise amended or terminated as provided in the Agreement.

6. PROJECT NOTIFICATION:

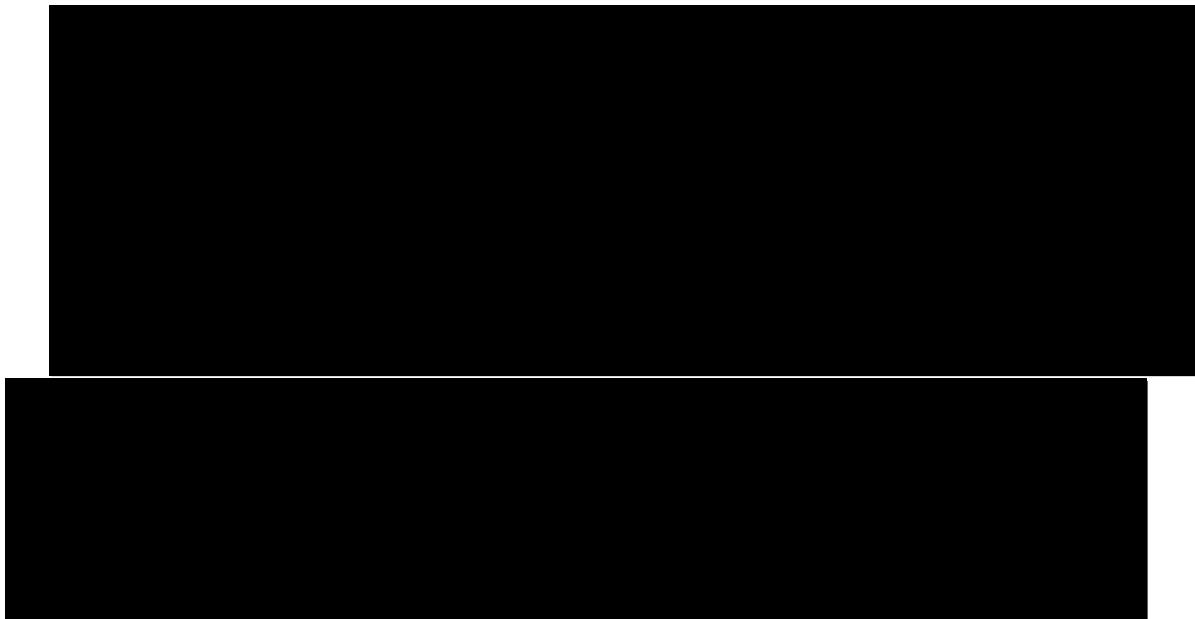
Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

The University of Texas System
Phil Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

- Aric Cheston, President, Big Tomorrow, Inc.
- Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

7. MILESTONES, ACCEPTANCE AND FEES:





Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required. [REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: Scott C. Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 4/25/16

Steve Mintz

Dr. Steve Mintz

Exec. Dir.

ITL

Big Tomorrow

By: Aric Cheston

Name: Aric Cheston

Title: President

Date: 4/21/2016

2017-212

PROJECT ADDENDUM

PROJECT UT016: PHASE 3 TEx V2.0 PLATFORM DESIGN SUPPORT #1

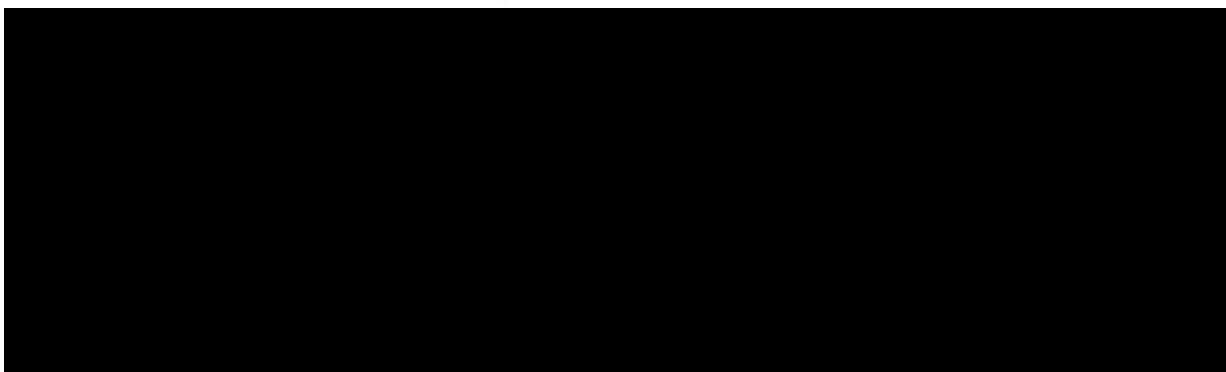
This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of November 8, 2016. The term of this Addendum shall be from the Addendum Effective Date until December 22, 2016.

By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

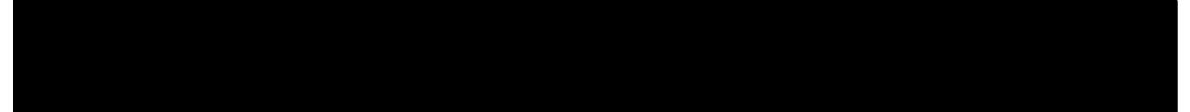
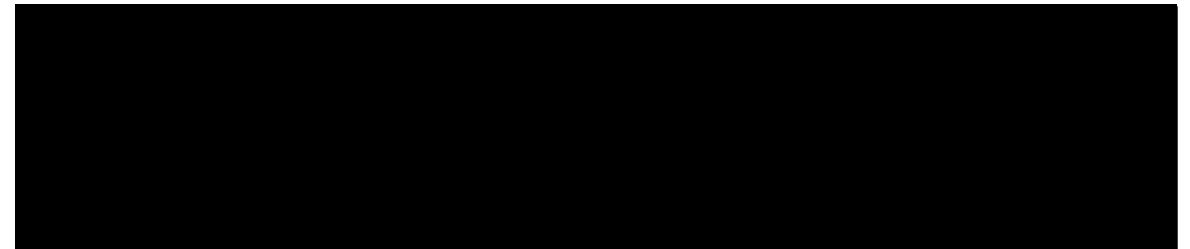
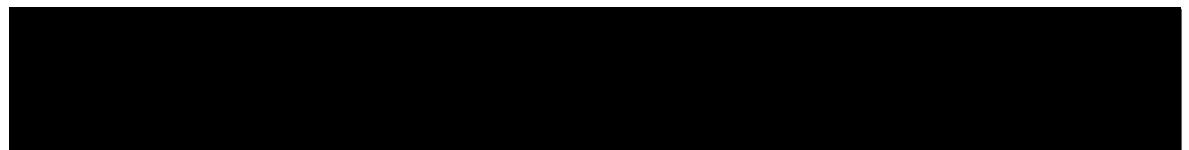
This is a three-week track of work to support the onboarding and knowledge transfer of SalesForce ("University Vendor") team members as well as conclude design efforts toward the production of the TEx platform. The platform will launch with the Cyber Security BA program offered by the University of Texas San Antonio (UTSA) in Fall 2017.

The scope of work for this Addendum covers the following goals:



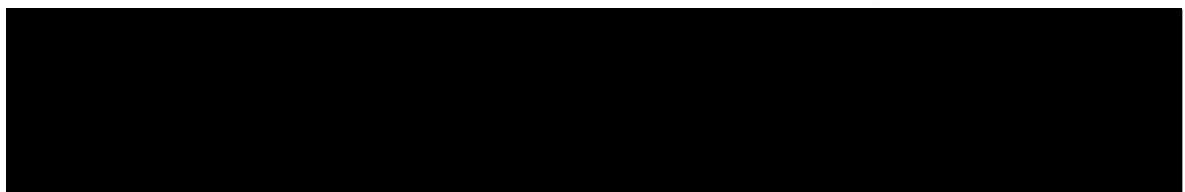
Therefore, the following design support activities are included in this scope of work:





2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



[REDACTED]

All Deliverables are Work Materials. All other materials created or provided by Contractor under this Addendum are Work Materials. The Existing Planning Assets, Requirements Database, and all Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement. Contractor shall use the Existing Planning Assets, Requirements Database, and Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) Detailed interaction design.
- 2) Detailed visual design.
- 3) New logo design.
- 4) Brand consulting.
- 5) Instructional design.
- 6) Instructional content development.
- 7) Instructional content management or content uploading.
- 8) Front-end or back-end development, CSS creation, systems and API integration.
- 9) Knowledge mapping development, creation or implementation.
- 10) Management of ITL contractors, suppliers and other integration vendors.
- 11) Sprint cycle planning management.
- 12) Creation of system test plan, system testing.
- 13) Content strategy.
- 14) Copywriting.
- 15) Educational Policy writing, pertaining to new policies for TEx, UTSA or other UT System institutions.
- 16) Legal Policy writing, pertaining to legal terms and conditions for TEx, UTSA or other UT System institutions.
- 17) Marketing or landing page content writing.
- 18) Formal road mapping or documentation of roadmap activities.
- 19) Documentation of business requirements.
- 20) Creation of user stories.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:

[REDACTED]

4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated University Product Owner or Product Owner team for TEx V2.0 who can make timely decisions about the product.
- 3) Provide technical contacts and details for key integration systems as it relates to design activities.
- 4) Provide timely feedback on deliverables. Timely feedback shall allow for three business days for University to review and provide consolidated feedback. Any deliverable that does not receive feedback within three business days shall be considered accepted as is.
- 5) Provide timely feedback on minimum viable product planning and sprint planning throughout the project, communicating priorities to the Contractor Product Manager.
- 6) Manage University vendors in accordance with the agreed upon project schedule.
- 7) Manage licenses and implementation for any related third party software integrations.
- 8) Purchase and manage licenses for any stock photography that will be used on the Platform.
- 9) Purchase and manage license for any stock photography that may be used in learning offering content produced by the University Instructional Design team.
- 10) Provide detailed definitions of roles and responsibilities for all ITL vendors as they relate to the current and future stages of design for the TEx V2.0 project. These definitions will allow the Contractor to effectively plan future phases of the project.

5. JOINT RESPONSIBILITIES:

- 1) Establish and attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, up to one status meeting per week, not to exceed 30 minutes weekly.
- 2) Establish and attend standup meetings as needed to facilitate active communication and planning across all University vendor parties.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on December 22, 2016, unless otherwise amended or terminated as provided in the Agreement.

The following holidays shall be observed by Contractor:

- November 24-25, 2016

7. PROJECT NOTIFICATION:

Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

The University of Texas System

Phil Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utx.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

Aric Cheston, President, Big Tomorrow, Inc.
Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. STAFFING:

The Contractor shall retain the following roles for service and staffing to perform the required design services:

Creative Director.
Provides strategic and creative oversight to ensure solutions meet end user, business and technical objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.

Lead Program Manager/Product Manager.
Offers strategic leadership to partners. Leads strategic planning, communications and execution throughout the project lifecycle. Drives product development across multiple partners and departments through product requirements and go-to-market plans. Maintains strong subject matter expertise in industry or technology.

Sustains program advancement by diving deeply into the issues at hand, identifying and mitigating risks to the project, managing the legal contracts, coordinating design/technology tasks and deliverables, representing partners internally and strategically, and managing all issues impacting deliverables, schedules, and budget. Maintains the day-to-day communication with University Project Managers and is responsible for proactively promoting communication between parties.

Lead Interaction Designer.
Leads the interaction design efforts to produce conceptual models, wireframes, and interactive prototypes. Works directly with client to refine interaction models and create interaction guidelines.

Senior Interaction Designer.
Leads the interaction design efforts to produce conceptual models, wireframes, and interactive prototypes. Works directly with client to refine interaction models and create interaction guidelines.

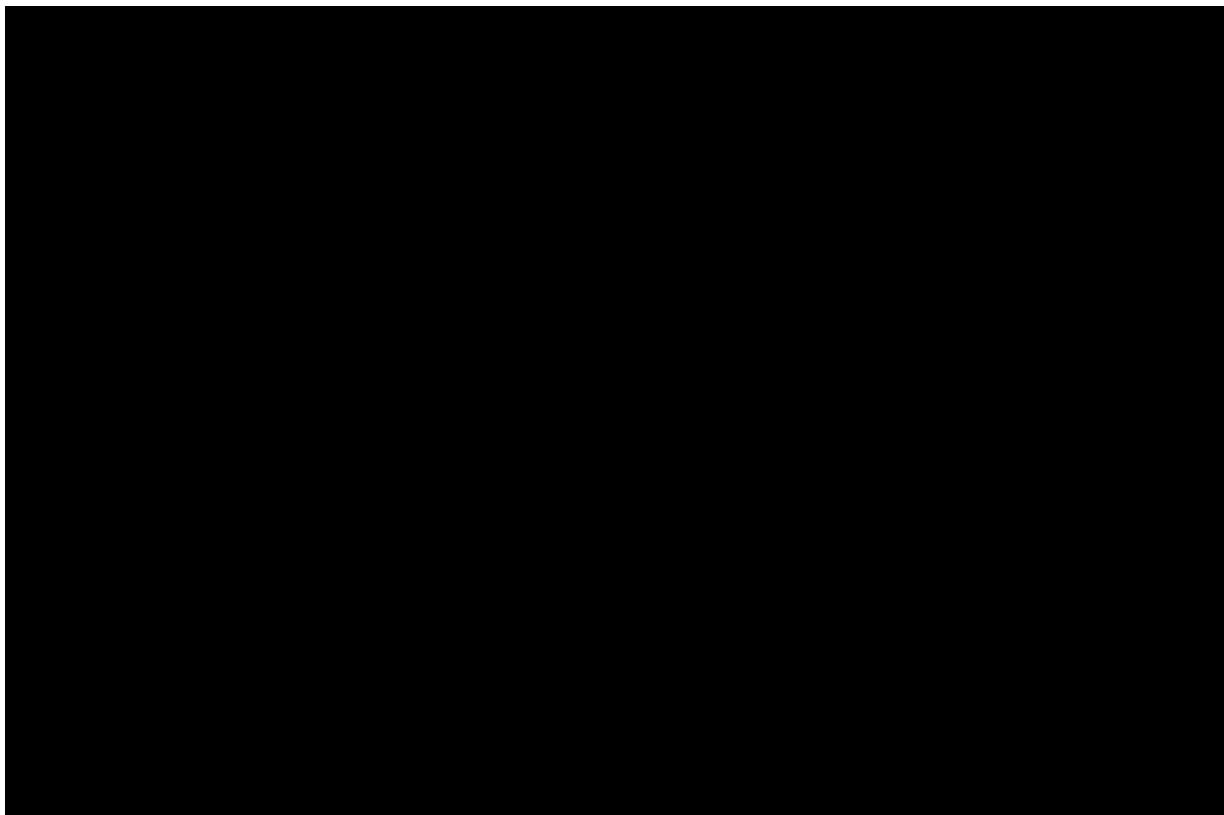
Lead Visual Designer.

Leads the translation of user needs and business objectives into beautiful visual design directions. Works directly with client to refine final visual designs and create specifications.

Visual Designer.

Leads the visualization of ideas and establishment of brand and design language systems. Assists in building brand and design graphics, visual compositions, and motion studies.

9. MILESTONES, ACCEPTANCE AND FEES:



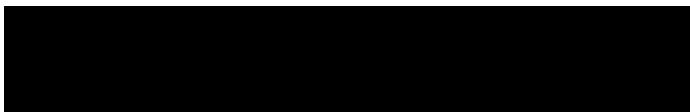
Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required. [REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that

exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.



IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By:

Handwritten signature of Scott C. Kelley.

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date:

Handwritten date 11/17/16.

Handwritten signature line for Dr. Steve Mintz.

Dr. Steve Mintz

Exec. Dir.

ITL

Big Tomorrow

By:

Handwritten signature of Aric Cheston.

Name: Aric Cheston

Title: President

Date: 11/11/2016

PROJECT ADDENDUM

UT TEx Design Initiative

This Addendum (the "Addendum") is initiated by The University of Texas System as Requesting Institution on behalf of its Institute for Transformational Learning ("ITL"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Big Tomorrow, Inc. ("Contractor"). This Addendum has an Effective Date of September 22, 2014.

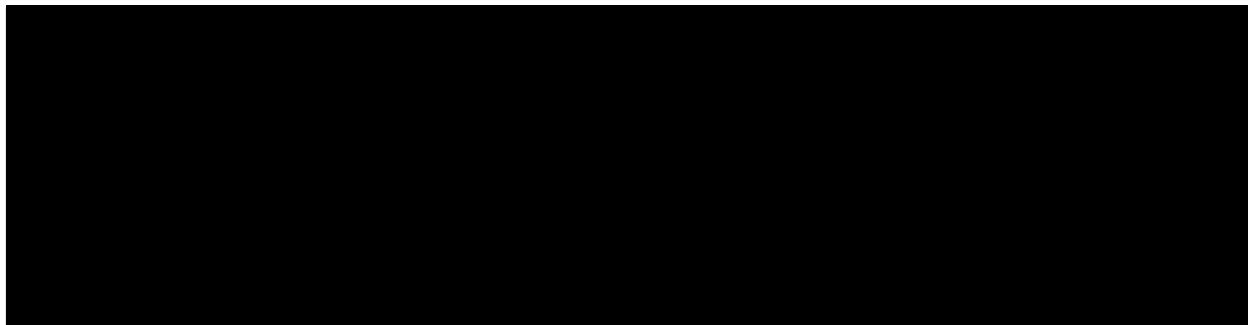
- By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following services:

Big Tomorrow will design the User Experience of the Total Educational Experience (TEx), which is the learning platform used by students enrolled in ITL-managed programs. This includes creating the design for the User Interface for three applications within the experience including:

- The Learning Environment application
- The Coach application
- The Instructor and Instruction Facilitator application



The Services shall be provided during a term commencing as of September 22, 2014, and ending on January 30th, 2015, unless otherwise amended or terminated as provided in the Agreement.

Team Structure

First payment covers 6 Full-Time-Equivalent (FTEs) for 7-weeks, and 4 FTEs for an additional 10-weeks, providing the following services: User Experience Design, User Interface Design, and Design Consulting.

The core team will be comprised of the preferred individuals listed below or their equivalent role and level, adjustable with reasonable notice (10 business days). When modifications materially alter the individuals and/or roles required, both parties must agree to changes in core team staffing, and a Change Order may be required.

The core team will consist of the following roles and individuals or their equivalent:

Role	Role Description	Sample Outputs
Engagement Lead; Principal, Design <i>Aric Cheston</i> 50% - 17 weeks	Provides strategic and creative oversight to ensure solutions meet end user and business objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.	Engagement Management Planning & Requirements Workshop Facilitation Vision / Design Direction Opportunity Assessment
UX Design Lead <i>Andre Jolivette</i> 100% - 17 weeks	Leads the process of understanding end user objectives and product requirements, translating insights and opportunities into powerful user experiences for products, services and ecosystems.	User Research Use Case Development Opportunity Assessment Information Architecture Interaction Models Concept Design Workshop Facilitation
UI/UX Designers <i>Scott Gerlach</i> <i>Brandon Stephens</i> 100% - 17 weeks 100% - 7 weeks	Leads the visualization of ideas for the TEx user experience through iterative design and prototyping.	User Research User Interface Design Prototyping
Visual Designer <i>Lindsay Bazos</i> <i>Patrick Crawford</i> 100% - 17 weeks 100% - 7 weeks	Creates the system of colors, typography, icons and patterns that define the look and feel of the TEx interface.	User Research Visual Design Language Visual Asset Creation Prototyping
Program Manager <i>Christian Mulligan</i> 50% - 17 weeks	Coordinates efforts between business, technology and design teams and manages all issues impacting deliverables, schedules and budgets.	Engagement Support Partner Coordination Status Reporting Planning and Facilitation

In addition, the following supporting resources will assist with video production:

- Creative Lead – Script creation and overall direction (50%, 7 weeks)
- Designer – Story boarding, motion graphics and asset designer (100%, 6 weeks)
- Motion Designer – Motion graphics support, recording and editing lead (50%, 7 weeks)
- Editing Specialist – Revision editing and video compression (50%, 2 weeks)

If staff commitment in excess of core team and supporting resources is required, Consultant will evaluate the additional resource need and related fees. Any such changes will be detailed in a Change Order and agreed upon by both parties in writing.

Planning Process

Consultant will focus on achieving 17-week objectives related to specific initiatives as listed in the Scope of Work section below, while prioritizing specific tasks at bi-weekly planning sessions for two-week work cycles.

Requests for additional initiatives and modifications should be submitted to Consultant Engagement Lead for assessment of impact to resource allocation, dependencies and other factors, and jointly considered by Consultant Engagement Lead and TEx Product Owner during bi-weekly planning meetings. Requests for new initiatives should be accompanied by the following information: initiative objectives, outputs, ITL stakeholders and team members and business priority (i.e., rank).

Consultant will seek to accommodate requests for changing priorities or concentration; however, any modifications may require a re-balancing of effort or change in scope. ITL acknowledges that any changes to level of effort or scope may impact and require changes to the Consultant team size and related fees, or the project schedule. Any such changes will be detailed in a Change Order and agreed upon by both parties in writing.

Communication

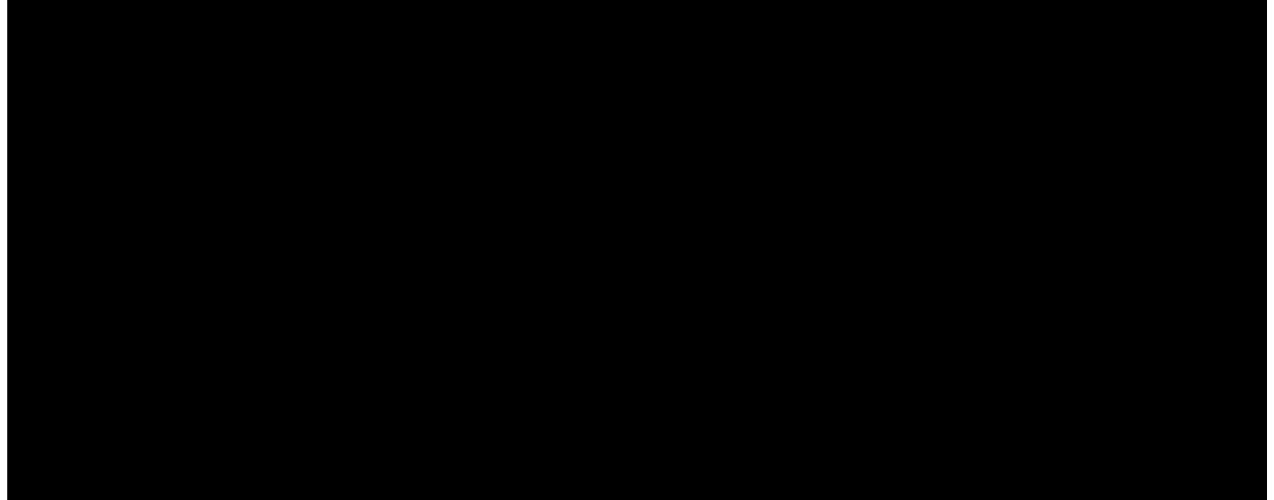
Weekly status reports will clearly show progress against planned, resource allocation and deliverable objectives, as well as highlight open items.

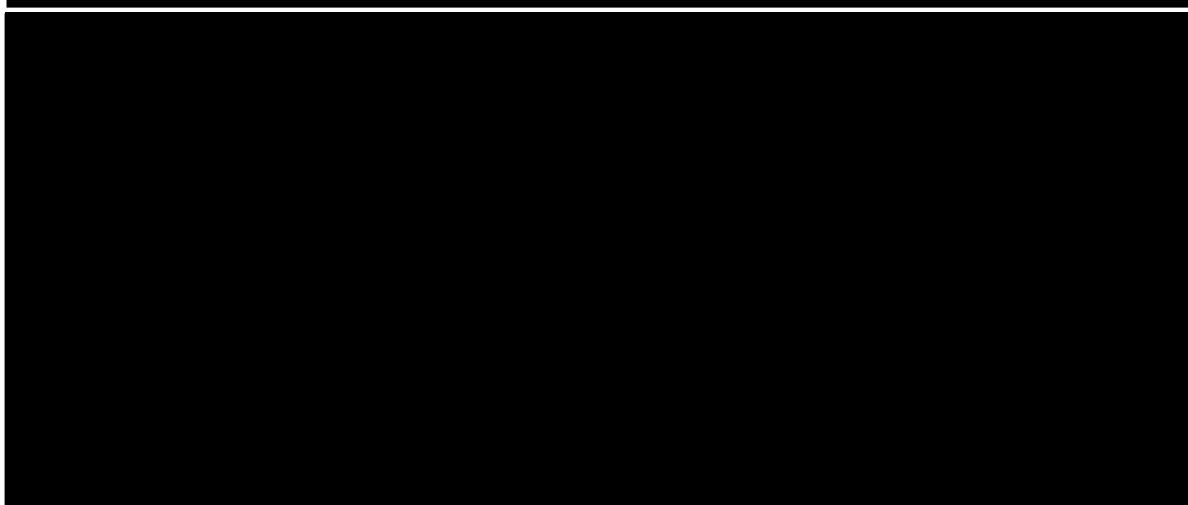
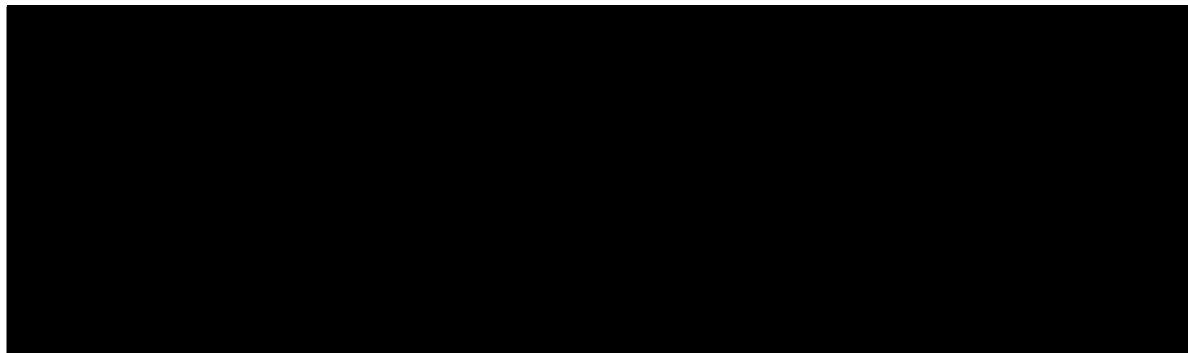
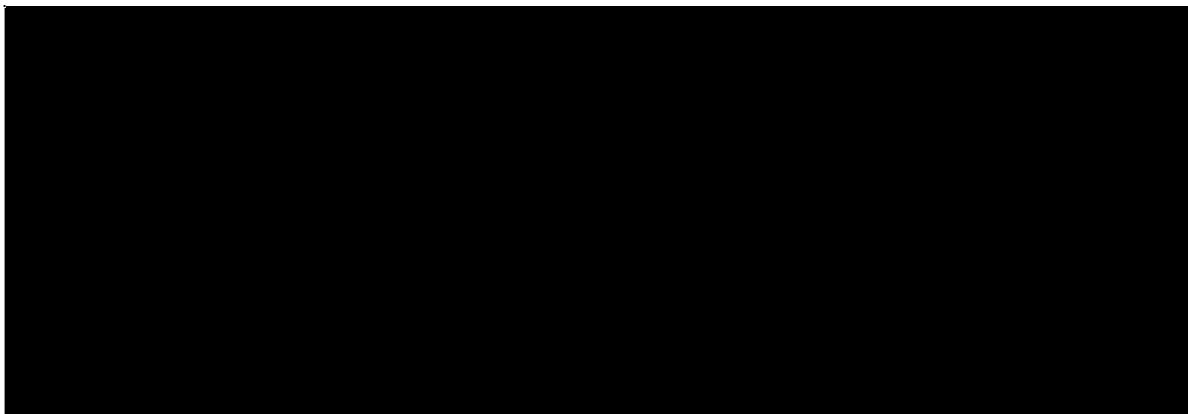
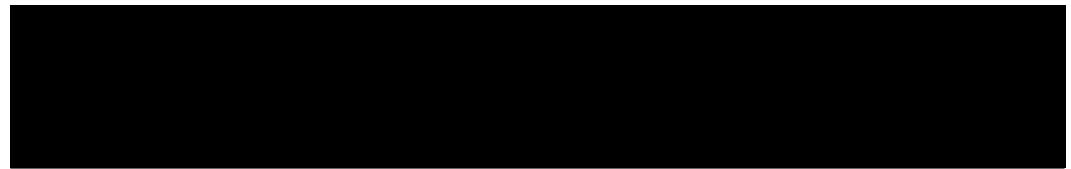
The following meetings will help ensure Consultant and ITL remain informed, aligned and engaged:

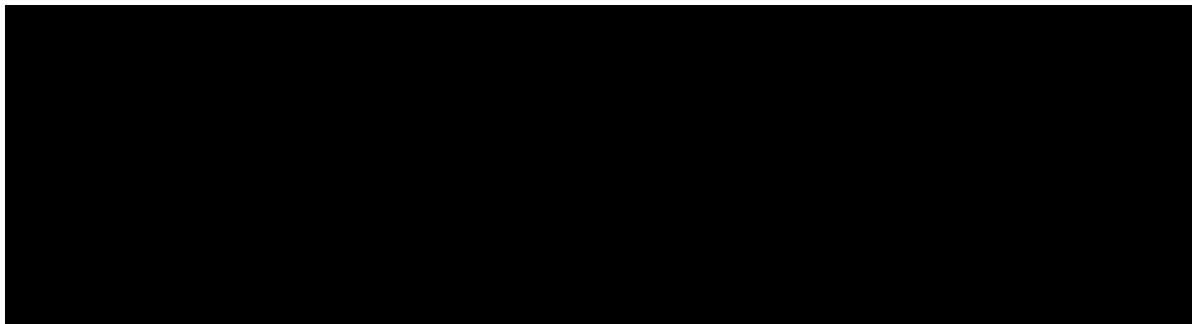
- Status meeting between TEx Product Owner and Consultant Engagement Lead
(Weekly - 30 minutes)
- Planning session between TEx Product Owner and Consultant Engagement Lead
(Every Two Weeks - 60 minutes)

Scope of Work

The following scope of work describes the types of services and activities covered by the retainer. Exact tasks, deliverables and due dates may vary according to the Planning Process described above.

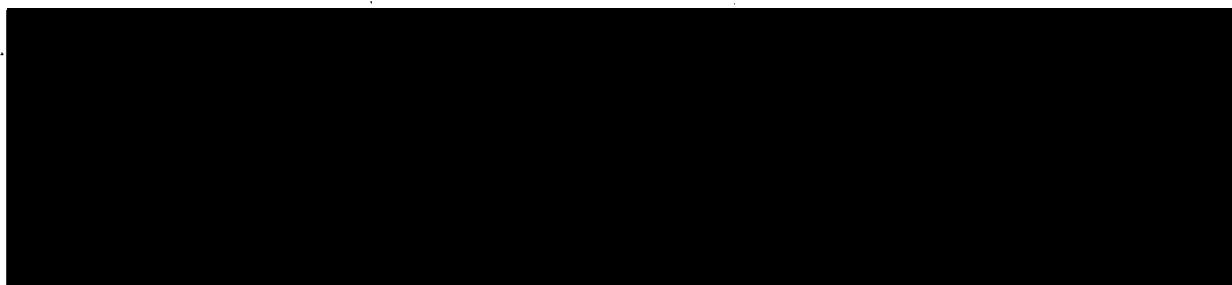






Program Team

The assigned Big Tomorrow team will include creative oversight/leadership from Aric Cheston and a part-time project manager (1 FTE total).



Schedule

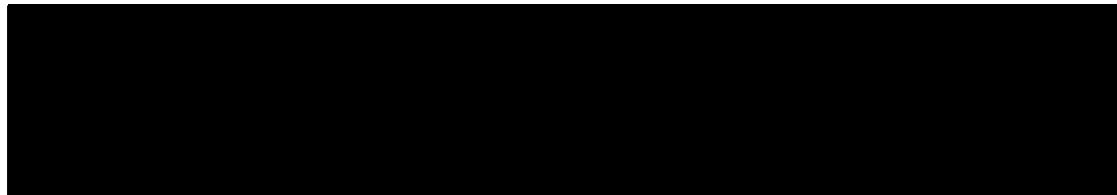
Contractor will commence performance of this Contract beginning on Monday, October 27, 2014 for a 13-week period, and complete the Project on Friday, January 30th. Contractor observes the following holidays and shut-down dates during this Contract: 11/11, 11/27, 11/28, 12/24, 12/25, 12/26, 12/29, 12/30, 12/31, and 1/1.

Project Notification

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
The Institute for Transformational Learning
Attn: Daniel Garza
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements



Any material change to the scope of work in this SOW will be documented with an additional change order during the course of the engagement. Any changes to the fees will be negotiated at the time of the change request.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

The University of Texas System
[NAME OF REQUESTING INSTITUTION]

BIG TOMORROW, INC.

By: Scott C. Kelley

Name: Scott C. Kelley
Executive Vice Chancellor
for Business Affairs

Title: _____

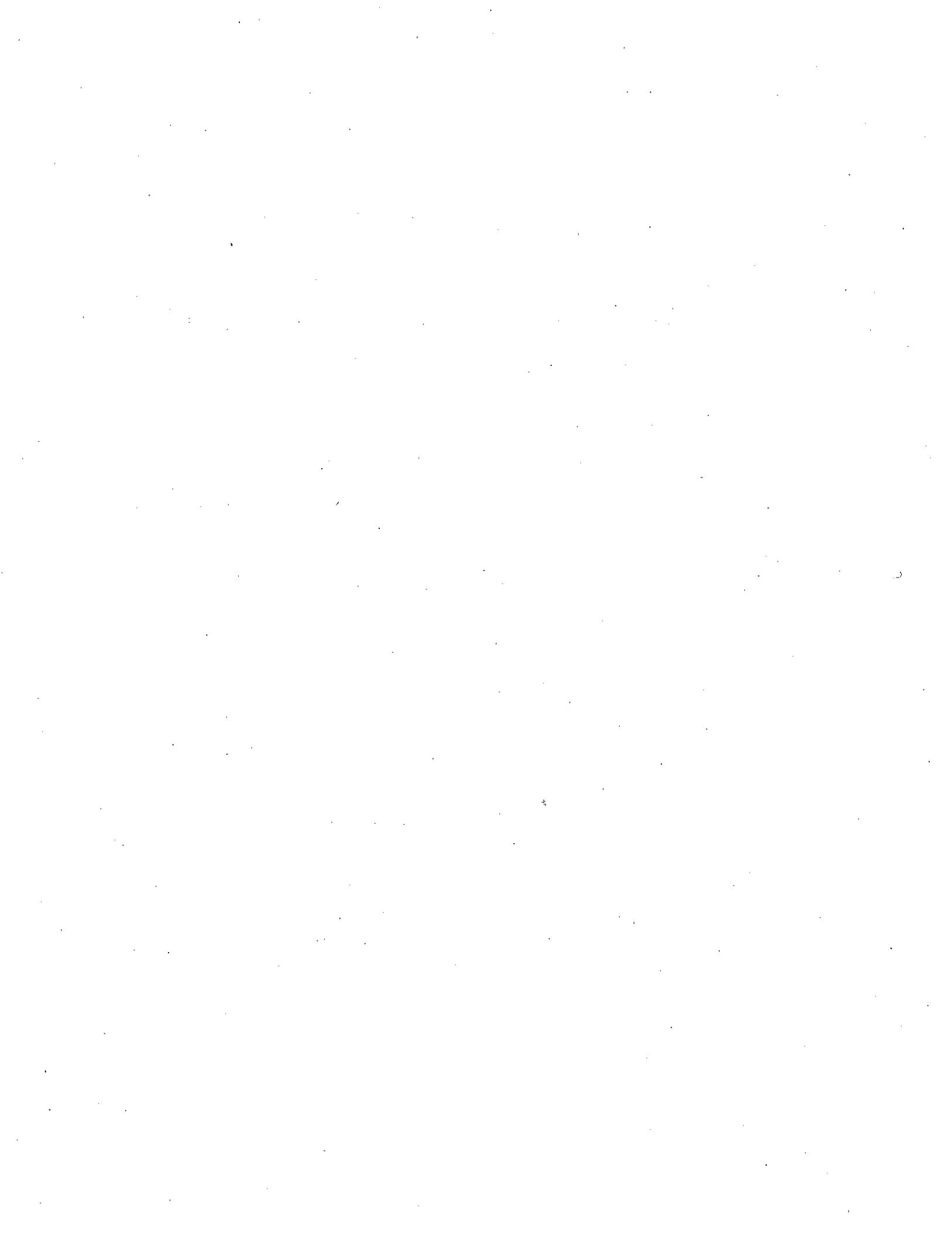
Date: 12/4/14

By: Aric Cheston

Name: Aric Cheston

Title: Big Tomorrow, Inc

Date: 11/24/14



PROJECT ADDENDUM

UT TEx Experience Design Initiative Spring 2015

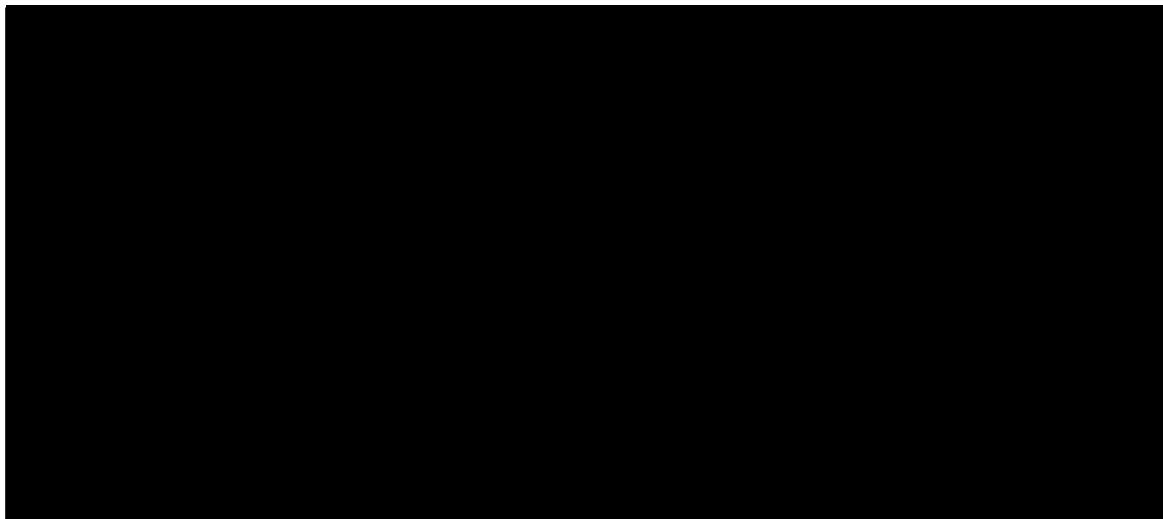
This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow, Inc. ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and Contractor. This Addendum has an Addendum Effective Date (herein so called) of February 2, 2015.

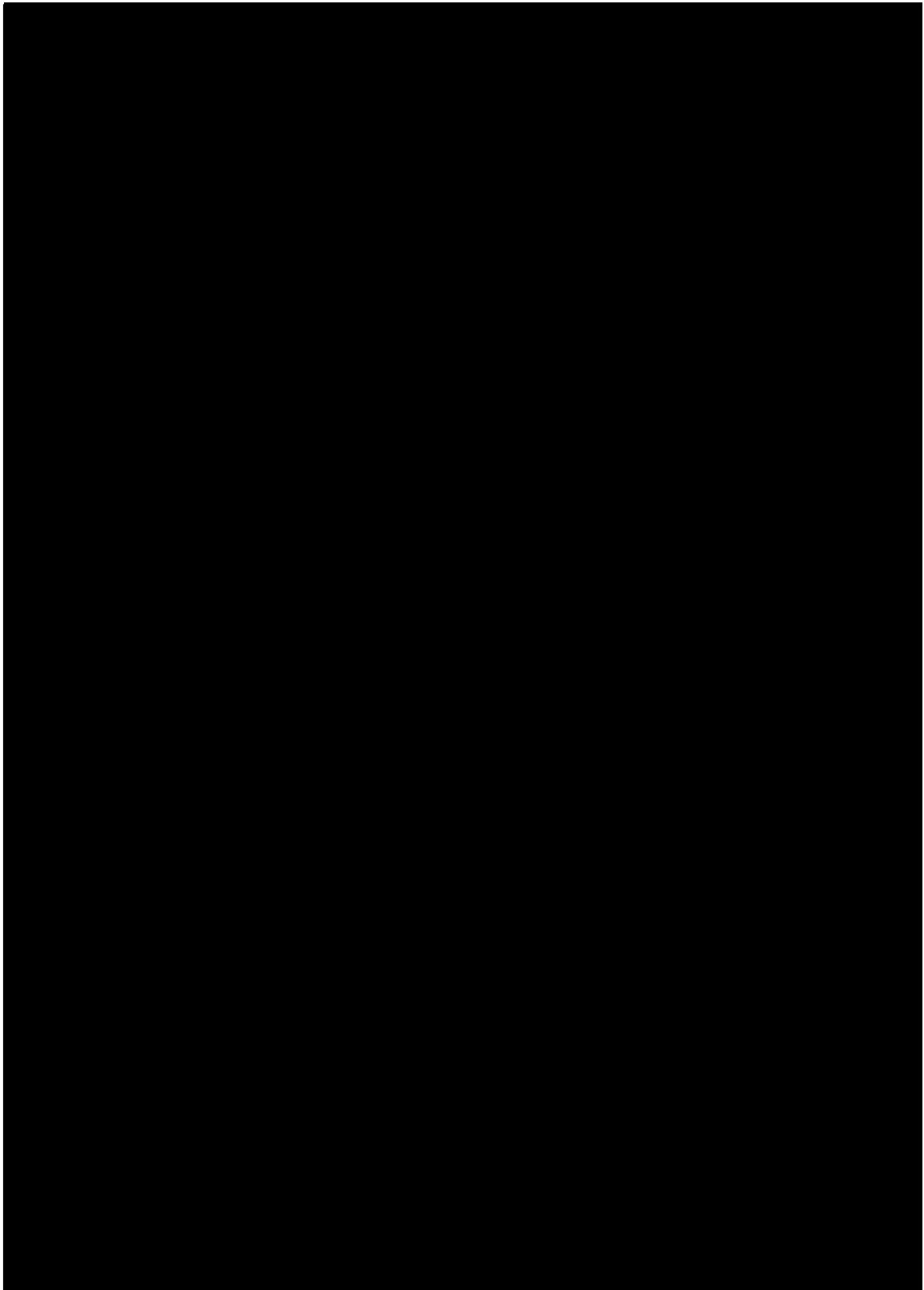
By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

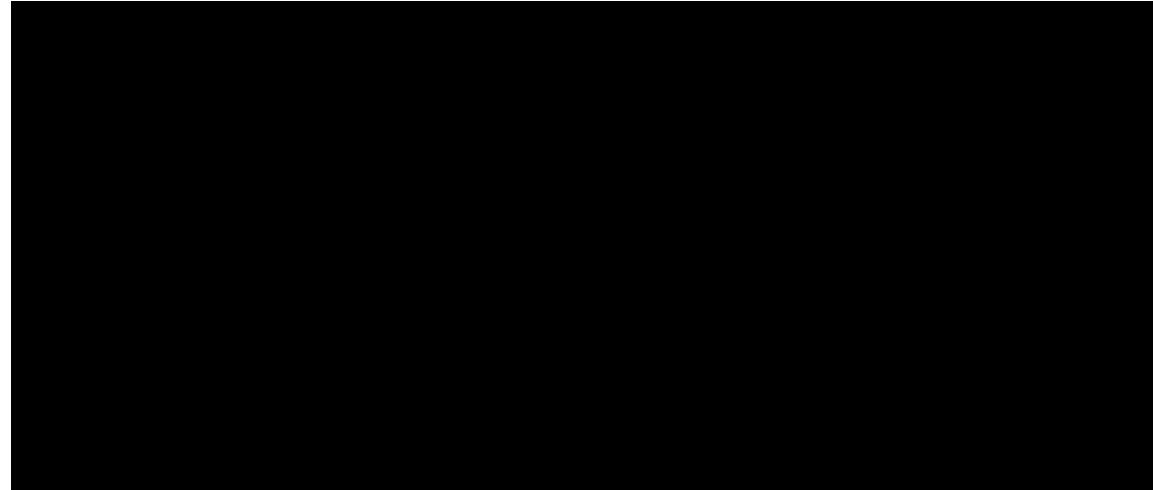
Project:

Subject to the terms of the Agreement, Contractor shall perform the following services:

Big Tomorrow will support the ITL in the implementation of the BS in Biomedical Sciences degree at UT Rio Grande Valley for Fall 2015 release. This work will encompass the following tracks (some of which run concurrently):







The Services shall be provided during a term effective as of February 2, 2015, and ending on May 1, 2015, unless otherwise amended or terminated as provided in the Agreement.

Team Structure:

Addendum covers 4 Full-Time-Equivalent (FTEs) and 3 part-time FTEs as noted in the team structure schedule below, providing the following services: User Experience Design, User Interface Design, Visual Design Support, Design Consulting and Project Management.

The core team will be comprised of the preferred individuals listed below or their equivalent role and level, adjustable with reasonable notice (10 business days). When modifications materially alter the individuals and/or roles required, both parties must agree to changes in core team staffing, and a Change Order may be required.

The retained team will consist of 4 FTEs across the following roles or their equivalent:

Role	Role Description	Sample Outputs
UX Design Lead <i>Andre Jolivette</i>	Leads the process of understanding end user objectives and product requirements, translating insights and opportunities into powerful user experiences for products, services and ecosystems.	User Research Use Case Development Opportunity Assessment Information Architecture Interaction Models Concept Design Workshop Facilitation
UI/UX Designer <i>Scott Gerlach</i>	Leads the visualization of ideas for the TEx user experience through iterative design and prototyping.	User Research User Interface Design Prototyping
Strategist <i>Emily Brouillet</i>	Conducts work session explorations with SME's and Stakeholders. Synthesizes research into requirements, user journeys and user flows to inform	User Research Strategy User Experience Design

	creation of training and orientation.	
Project Manager/Producer <i>Michelle Canning</i>	Provides project planning to meet communication, timing and quality expectations. Coordinates with development partners to ensure parity in sprint asset planning. Works to refine functional requirements for components ahead of each sprint.	Resource Management Planning & Requirements Tracking

The team will consist of 3 partial FTE's:

Role	Role Description	Sample Outputs
Engagement Lead; Principal, Design <i>Aric Cheston</i>	Provides strategic and creative oversight to ensure solutions meet end user and business objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.	Engagement Management Planning & Requirements Vision and Design Direction Opportunity Assessment
UI/UX Designer Experience Design Support	Leads the visualization of ideas for the TEx Coach and SLM user experience through iterative design and prototyping.	User Research User Interface Design
Visual Designer <i>Lindsay Bazos</i>	Creates the system of colors, typography, icons and patterns that define the look and feel of the TEx student interface.	Visual Design Language Visual Asset Creation

If staff commitment in excess of core design team of 4 FTE and 3 partial FTE level is required, Consultant will evaluate the additional resource need and related fees. Any such changes will be detailed in an additional project addendum and agreed upon by both parties in writing.

Planning Process:

Contractor will focus on achieving objectives related to specific initiatives as listed in the Scope of Work section below. Requests for additional initiatives and modifications should be submitted to Consultant Engagement Lead for assessment of impact to resource allocation, dependencies and other factors, and jointly considered by Consultant Engagement Lead and TEx Product Owner during weekly status meetings. Requests for new initiatives should be accompanied by the following information: initiative objectives, outputs, ITL stakeholders and team members and business priority (i.e., rank).

Contractor will seek to accommodate requests for changing priorities or concentration; however,

any modifications may require a re-balancing of effort or change in scope. ITL acknowledges that any changes to level of effort or scope may impact and require changes to the Consultant team size and related fees, or the project schedule. Any such changes will be detailed in a Change Order and agreed upon by both parties in writing.

Review Process:

With multiple tracks of work in progress throughout the term, Big Tomorrow recommends instating regular weekly reviews, to review and approve rolling deliverables for all tracks. Each track of work will have a discreet schedule that will aim to consolidate reviews to the weekly review meeting. Big Tomorrow will send in advance an agenda to inform what will be reviewed each week.

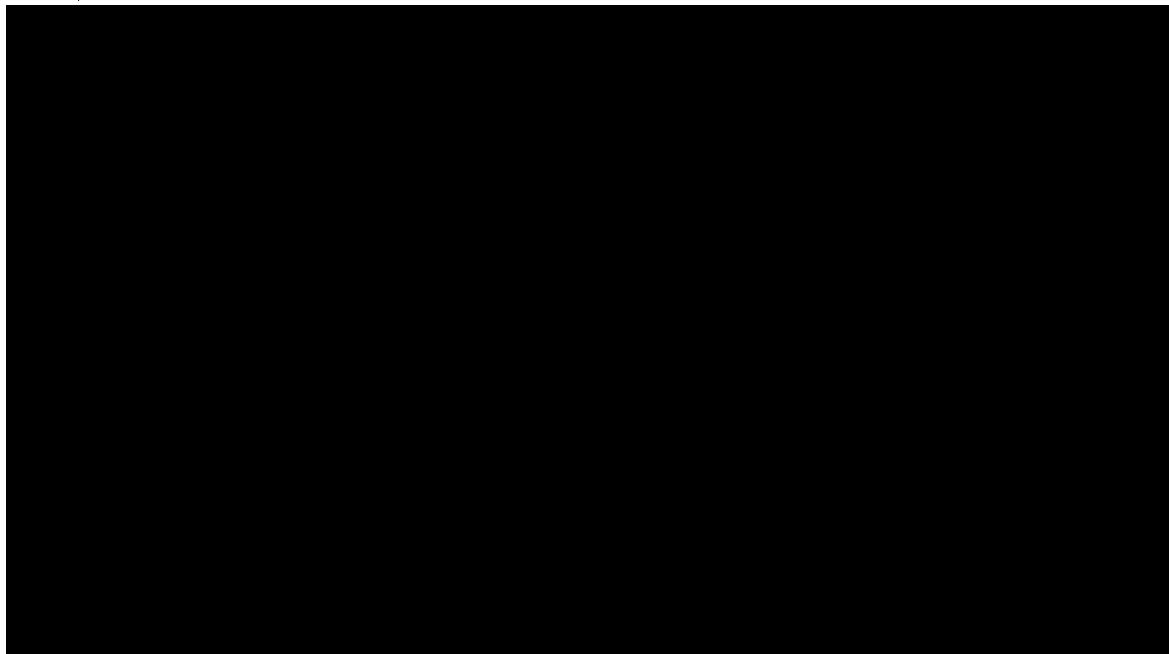
Communication:

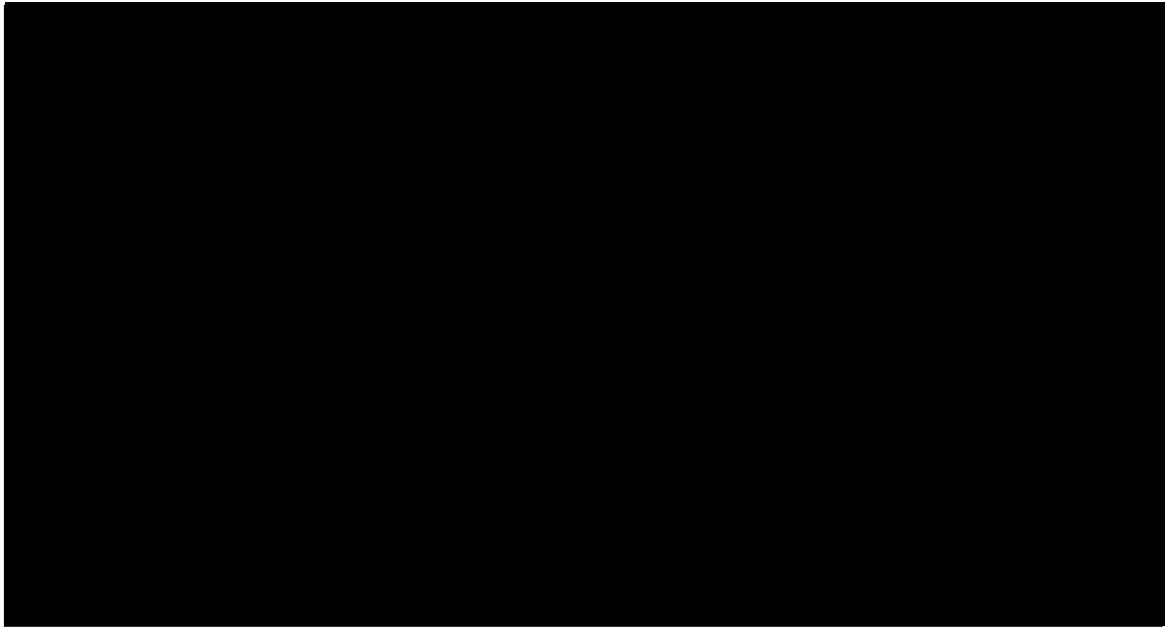
Weekly status reports will clearly show progress against planned, resource allocation and deliverable objectives, as well as highlight open items.

The following meetings will help ensure Consultant and ITL remain informed, aligned and engaged:

- Weekly Status meeting between TEx Product Owner and Consultant Engagement Lead (30 minutes)
- Bi-monthly TEx iOS Product Committee Meeting between TEx Product Owner and Consultant Engagement lead (60 minutes)
- Weekly Review meetings for Executive presentations and approval between TEx Product Owner and Executive team and Consultant team (60 minutes)

Deliverables:





Schedule:

Contractor will commence performance of this Contract beginning on Monday, February 2, 2015 for a 13-week period, and complete the Project no later than Friday, May 1st 2015.

Assumptions:

- Big Tomorrow Student learning platform iOS interaction and visual design activities will end on 2/27/15.
- Big Tomorrow leadership of project management activities such as master program schedule coordination, centralization of information strategy and program communication planning will transition to ITL on or before 2/24/15. Big Tomorrow will continue to support project management activities such as spike requirements and requirements documentation as needed on a part-time basis from 2/24/15 until project completion.

Not Covered in this Scope:

- Printing of orientation or training materials
- Localization or training materials management

Project Notification:

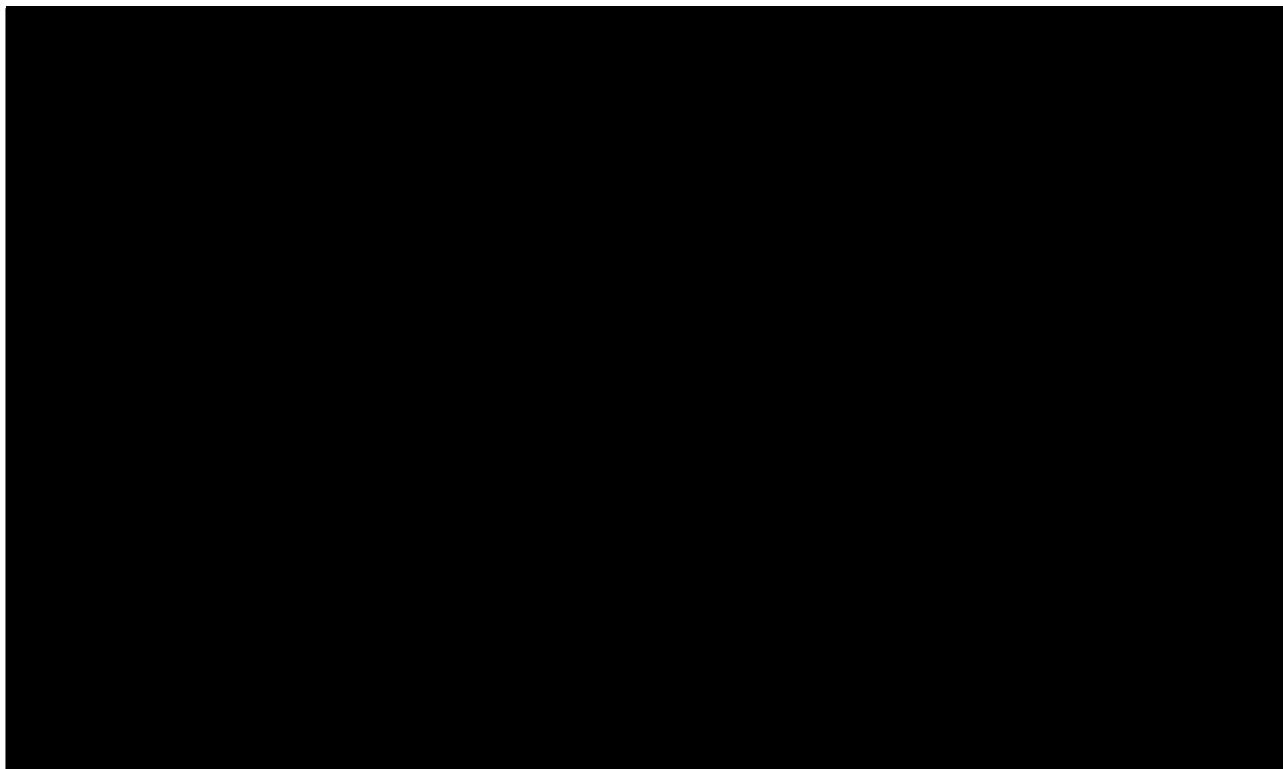
Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
Daniel Garza
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements:



The invoice schedule will be as follows:





Any material change to the scope of work in this SOW will be documented with an additional change order during the course of the engagement. Any changes to the fees will be negotiated at the time of the change request.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 3-5-2015

BIG TOMORROW, INC.

By: Mr. Chot

Name: APIC CHESTON

Title: PRINCIPAL

Date: 3/21/2015

W.H. McRaven

William H. McRaven
Chancellor
The University of Texas System

Steve Mintz

Steve Mintz
Exec. Dir.
ITL

BA 2016-452
APS 2014-186

PROJECT ADDENDUM

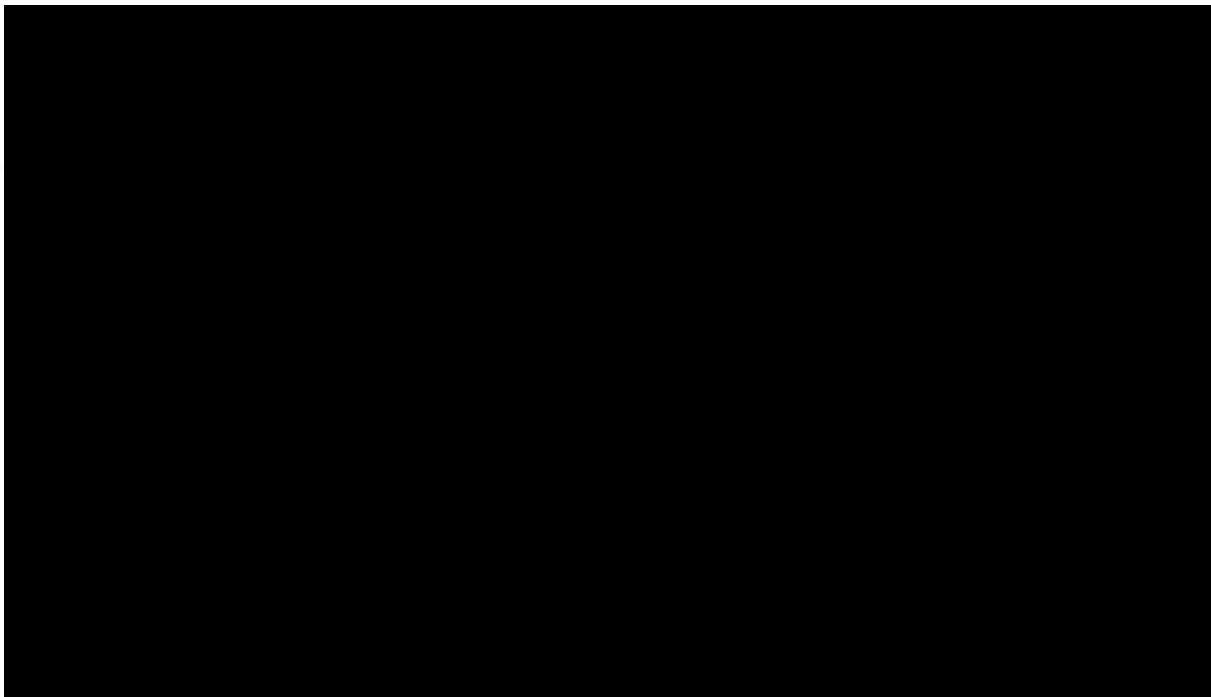
DELL MEDICAL SCHOOL TRANSMEDIA CASE EXPERIENCE DISCOVERY

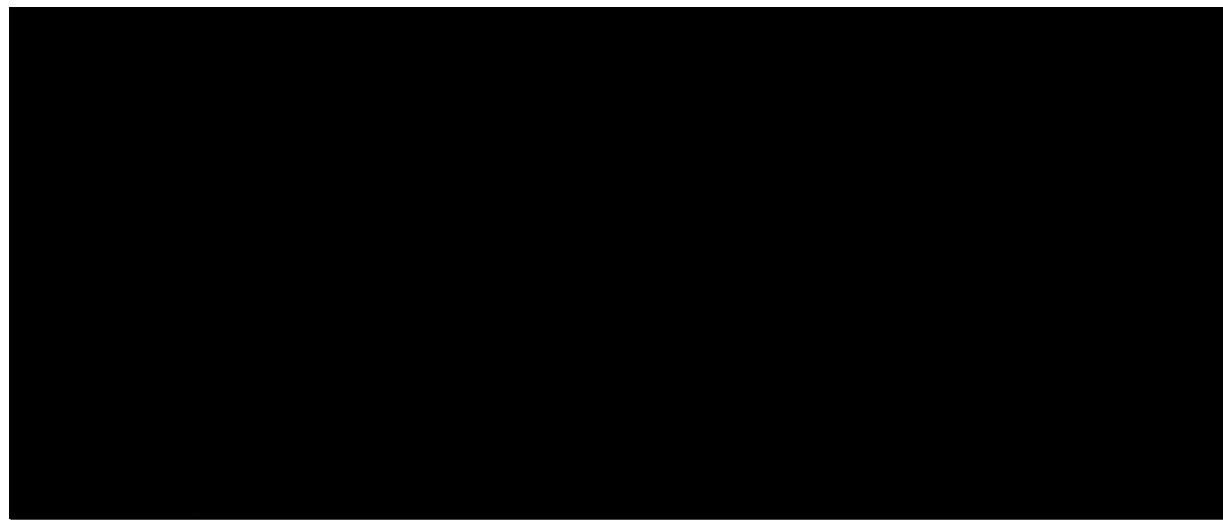
This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of April 13, 2016.

By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

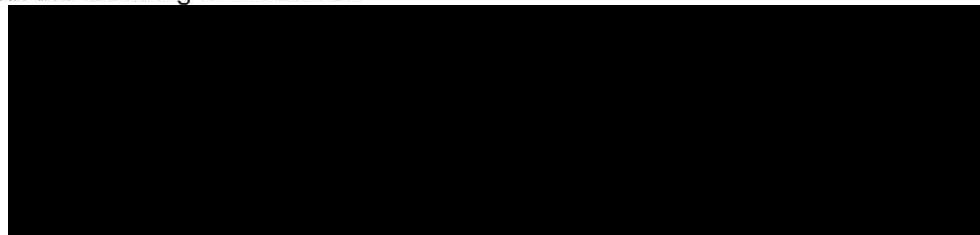
ITL is engaging the Contractor in an early stage conceptual design project. Spanning 3 weeks, the scope of this work is to help define the conceptual boundaries, explore the opportunities, and illustrate the possible execution of a transmedia case focused on value-based care.





2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



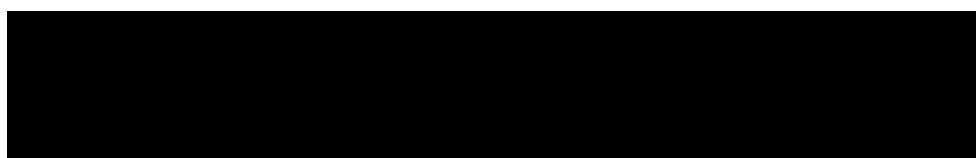
The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) Capture, creation or documentation of product requirements, business requirements, use cases, user stories or test cases.
- 2) Conceptual design of the authoring tool.

All Deliverables and other materials created or developed under this Addendum are Work Materials.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:



4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Assemble key stakeholders for the workshop.
- 3) Provide timely feedback for the final deliverable.

5. JOINT RESPONSIBILITIES:

- 1) Attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, not to exceed 30 minutes weekly.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall expire on May 17, 2016, unless otherwise amended or terminated as provided in the Agreement.

6. PROJECT NOTIFICATION:

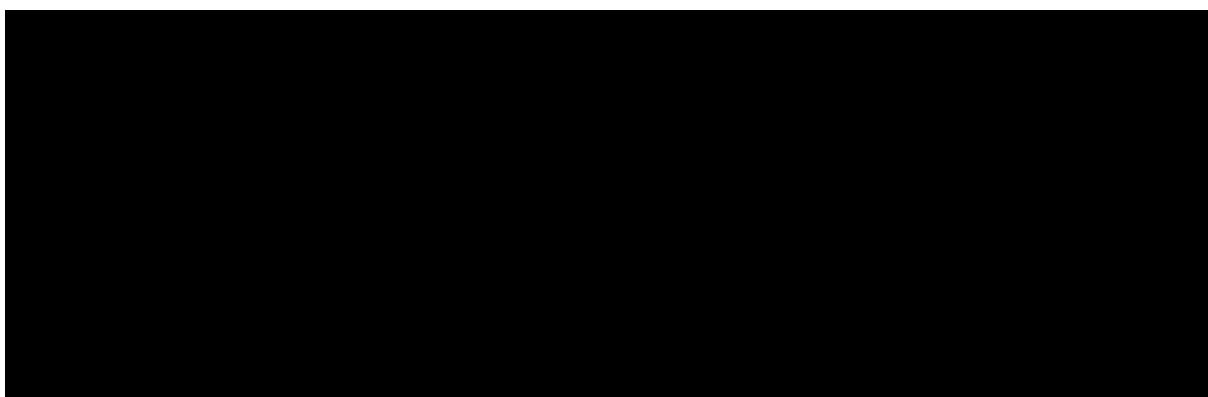
Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

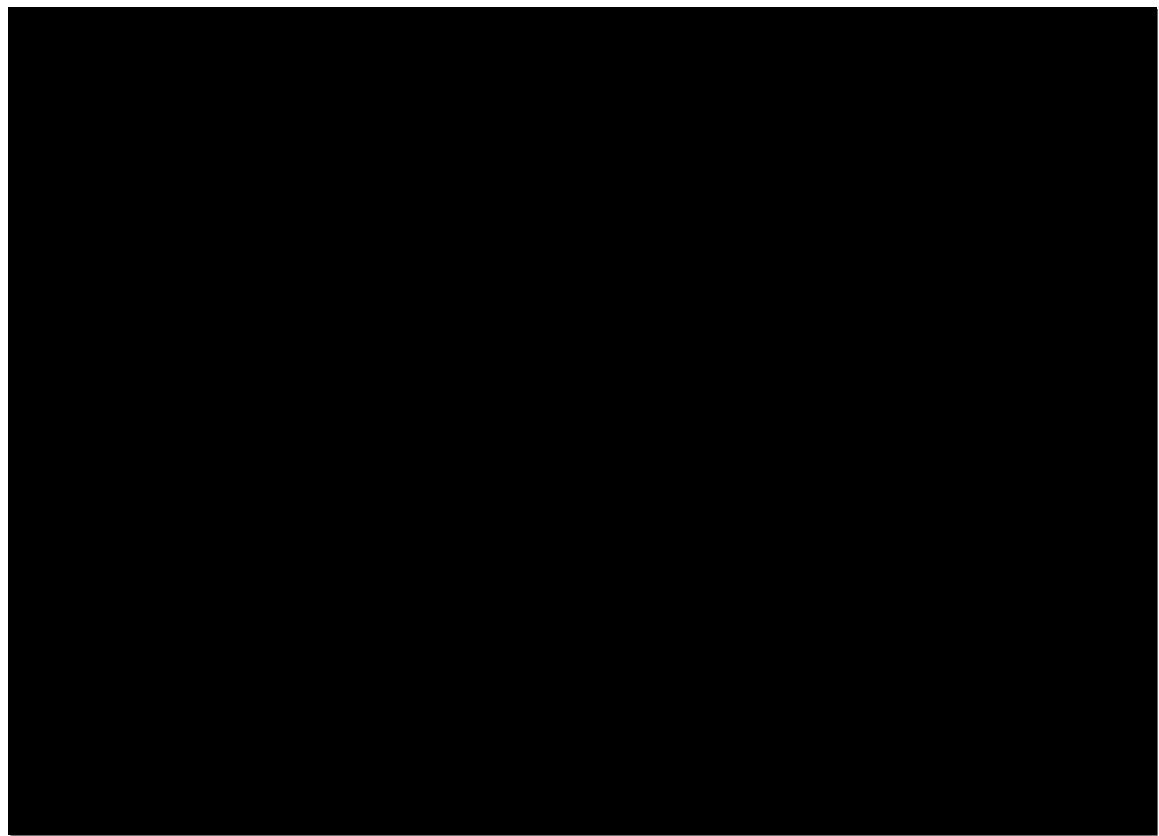
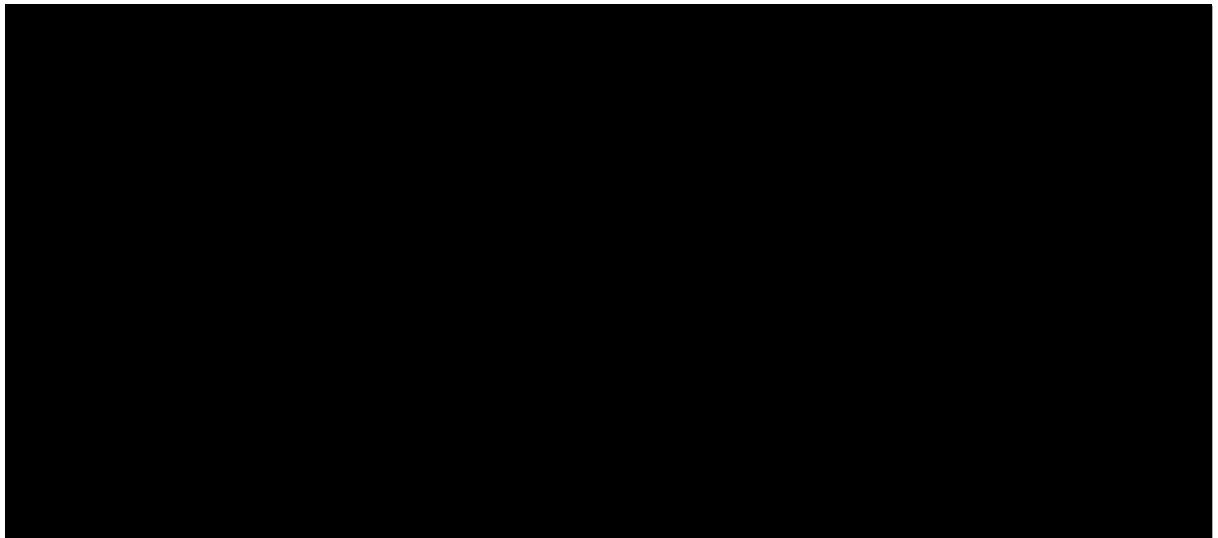
The University of Texas System
Marni Baker Stein
The Institute for Transformational Learning
University of Texas System
Email: mabaker@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

- Aric Cheston, President, Big Tomorrow
- Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

7. MILESTONES, SCHEDULE, ACCEPTANCE AND FEES:





Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required. [REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and

acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.



IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By:

A handwritten signature in blue ink that appears to read "Scott Kelley".

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date:

A handwritten date in blue ink that reads "4/12/2014".

Big Tomorrow

By:

A handwritten signature in blue ink that appears to read "Aric Cheston".

Name: Aric Cheston

Title: President

Date:

A handwritten signature in blue ink that appears to read "Dr. Steven Mintz".

Dr. Steven Mintz

Exec. Dir.

ITL

PROJECT ADDENDUM

UT Experience Vision Initiative

This Addendum (the "Addendum") between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") on behalf of its Institute for Transformational Learning ("ITL") and Big Tomorrow, Inc. ("Contractor") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 18, 2014.

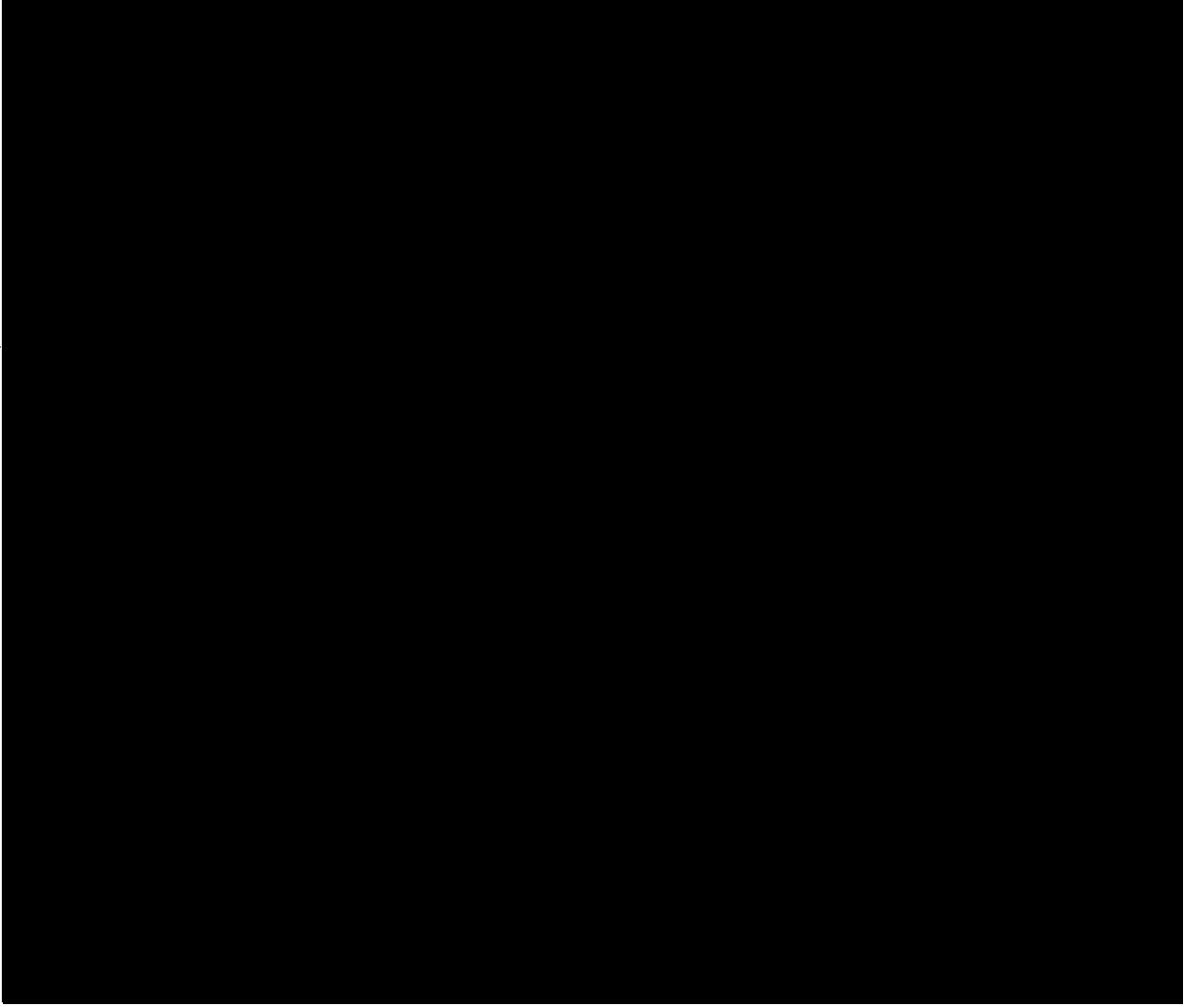
By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following services:

1. Support the identification and documentation of initial set of desired functionality for the UTx Health experience. This involves coordinating with ITL and technology partners to determine which of the desired functionality will be available immediately, and which will require subsequent development. The objective is to support the initiation of the development effort.
2. Design a sequence of screens representing a set of the most important interactions within the experience. The intent is to offer a reference for the technology partners responsible for providing the desired functionality. The scope of this sequence will be determined as part of the work covered by this Agreement.
3. Create the foundation of a visual design language system that defines the look and feel of the learning experience. This design language will apply to the learning environment, coach, instructor and administrative tools, and span mobile, web and tablet screen formats. The foundation will address colors, typography, iconography and general standards of use. It will consist of two sample screens types formatted for mobile, web, and tablets.

Deliverables:



Program Team

The assigned Contractor team will include creative oversight/leadership from Aric Cheston with support from 4 full-time Senior/Junior Designers in addition to part-time project management/account support.

Schedule:

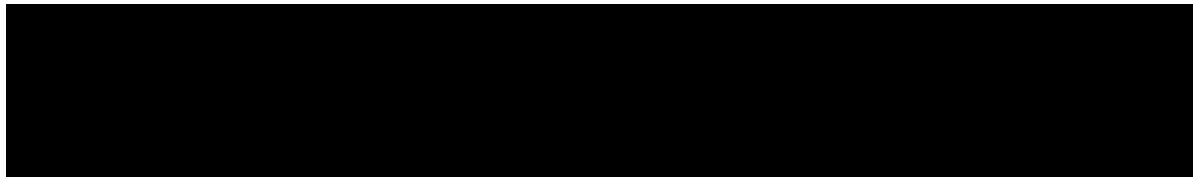
Contractor will commence performance beginning on August 18th, for a 4-week work extension, and complete the Project no later than Friday September 19th 2014.

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
Daniel Garza
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Disbursements



IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

By: Scott C. Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date: 8-21-14

Scott C. Kelley 8/19/14

BIG TOMORROW, INC.

By: Jeffrey

Name: Jeffrey P. Presney

Title: PRC/PAC

Date: 08-18-2014

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between The University of Texas System an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") on behalf of its Institute for Transformational Learning, and BIG TOMORROW, INC. ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and Contractor.

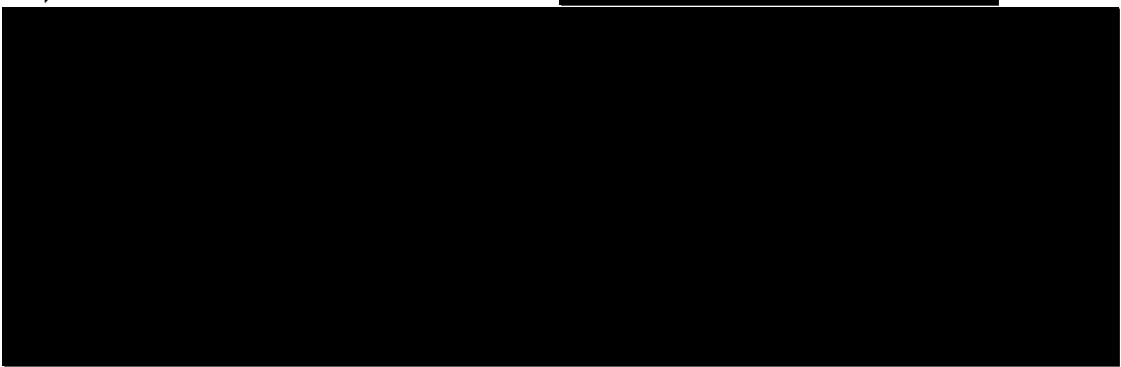
By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

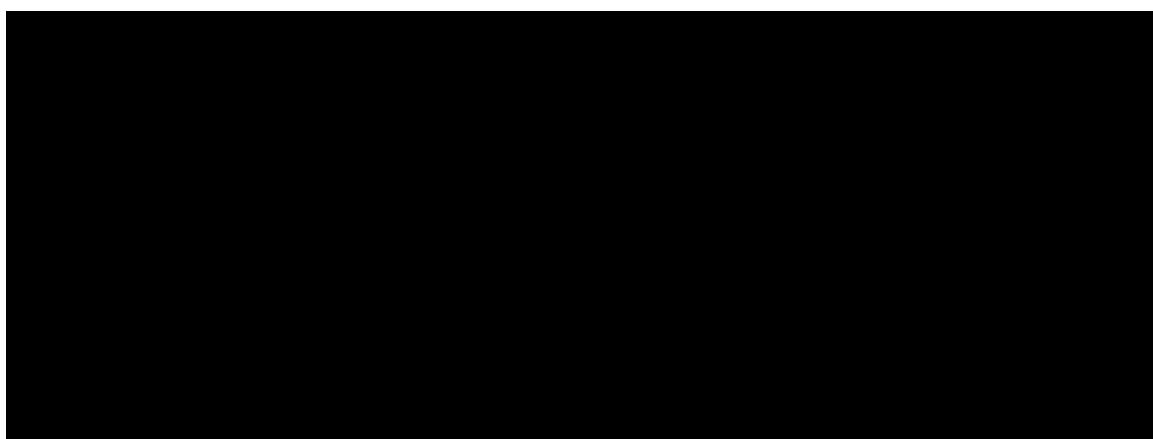
Subject to the terms of the Agreement, Contractor shall perform the following services:

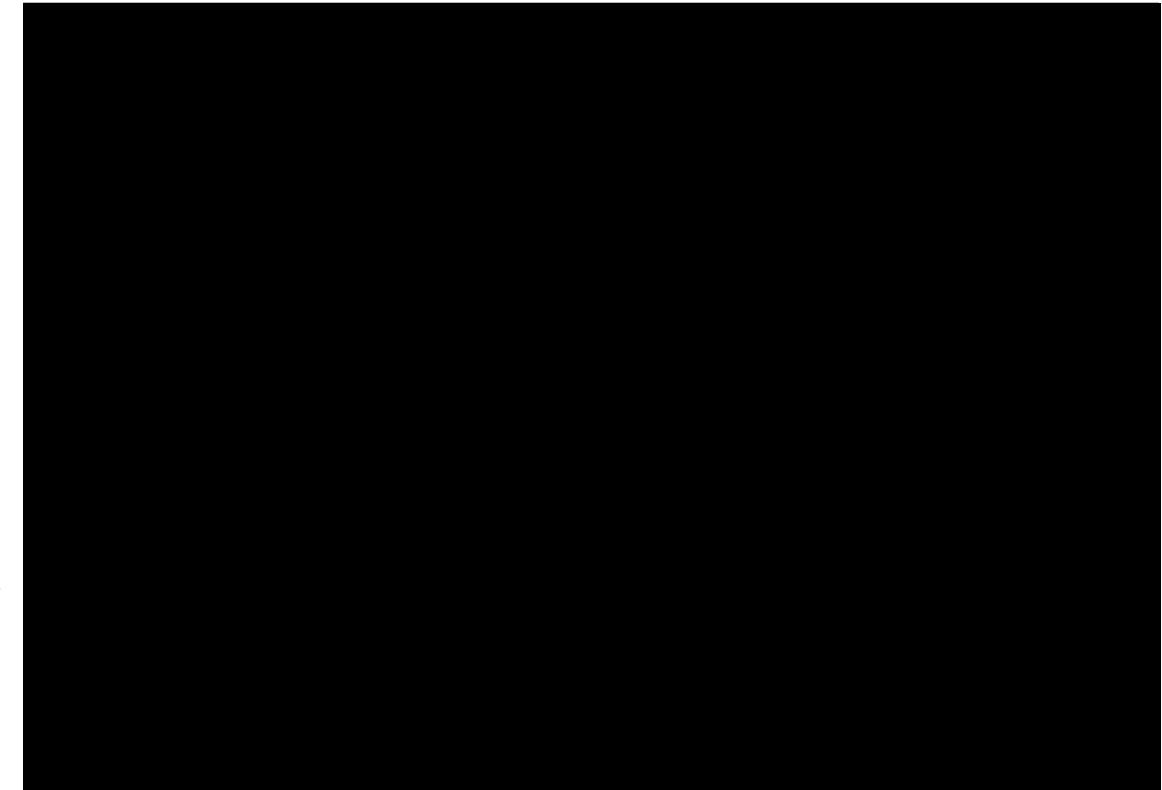
1) User Experience Vision Workshop

A workshop, designed and facilitated by Big Tomorrow, to define the Vision for the User Experience for UTx Online and Finish@UT. [REDACTED]



2) User Experience Vision Document





Schedule:

Contractor will complete the Project no later than the week of July 21, 2014. Complete payment will be due upon completion of above listed assets.

Expenses and Disbursements: Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution in advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

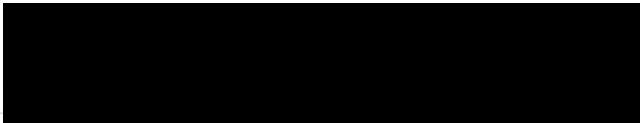
Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System

Daniel Garza
Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements



IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum July 16, 2014 Effective Date.

The University of Texas System

By: Scott Kelley

Name: Scott C. Kelley, Ed.D.

Title: Executive Vice Chancellor for Business Affairs

Date: 7/23/14

SMW/KG

7/22/14

BIG TOMORROW, INC.

By: Perry Resnick

Name: Perry Resnick

Title: Co-founder / President

Date: 07-14-2014

AMENDED AND RESTATED PROJECT ADDENDUM

2017 - 039
2016 - 716
2014 - 186

PROJECT UT015: TEx V2.0 PHASE 2B FOUNDATIONAL DESIGN

The parties enter this Amended and Restated Project Addendum for Project UT 015: TEx V2.0 Phase 2B Foundational Design ("Addendum" to include additional deliverables and revise due dates for the previously executed Addendum in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 5, 2016. The term of this Addendum shall be from the Addendum Effective Date until October 31, 2016.

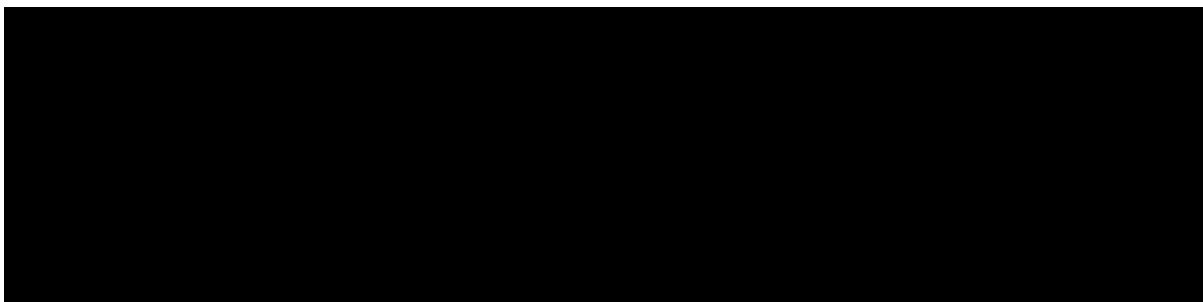
By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

1. PROJECT:

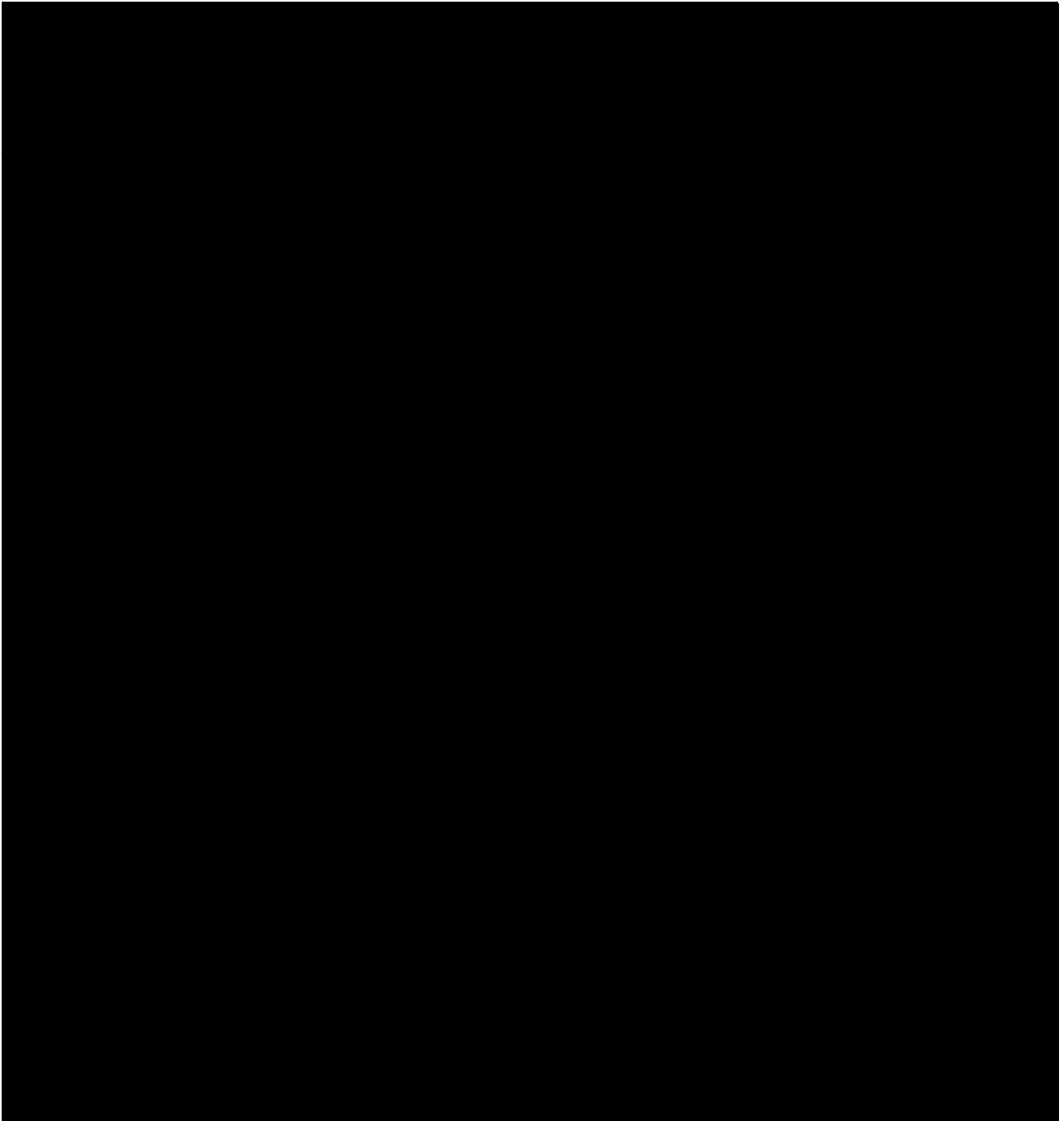
The Contractor will continue to define the user experience for the TEx V2.0 Marketplace, Persistent Progressive Profile, Universal Transcript, and Learning Environment Platform ("Platform"), which will launch with the Cyber Security BA program conducted by the University of Texas San Antonio (UTSA) in Fall 2017.

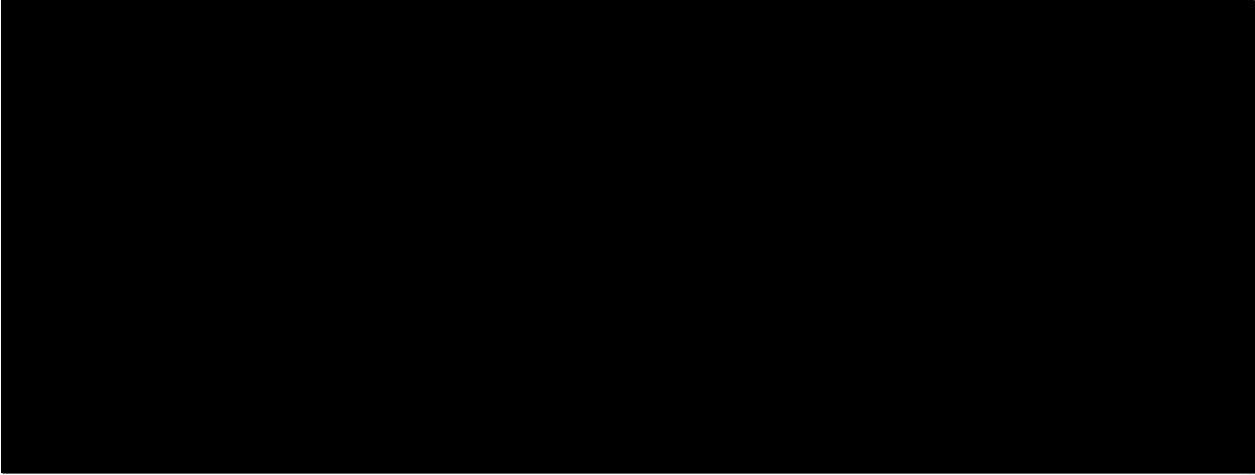
Contractor will perform foundation design activities in the form of application mapping, design language system exploration, and hero flow interaction design.

This statement of work ("SOW") has the following goals:



August 5 – September 30





2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



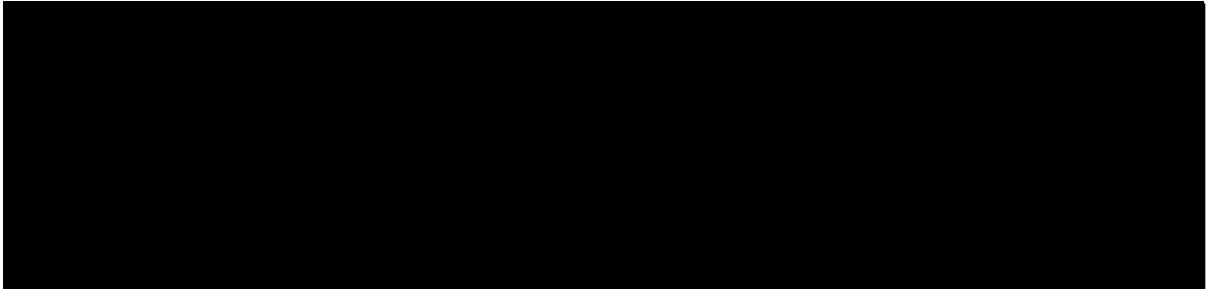
All Deliverables are Work Material. All other materials created or provided by Contractor under this Addendum are Work Materials. The Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement, and Contractor shall use the Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) New logo design.
- 2) Brand consulting.
- 3) Instructional design.
- 4) Instructional content development.
- 5) Instructional content management or content uploading.
- 6) Front-end or back-end development, CSS creation, systems and API integration.
- 7) Knowledge mapping development, creation or implementation.
- 8) Management of ITL contractors, suppliers and integration partners.
- 9) Creation of system test plan, system testing.
- 10) Educational Policy writing, pertaining to new policies for TEx, UTSA or other ITL partner institutions.
- 11) Legal Policy writing, pertaining to legal terms and conditions for TEx, UTSA or other ITL partner institutions.
- 12) Marketing or landing page content writing.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:



4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated University Product Manager for TEx V2.0 who can make timely decisions about the product.
- 3) Provide technical details about the responsive website grid specifications by 8/8/16, as it relates to design activities.
- 4) Provide technical contacts and details for key integration systems as it relates to design activities.
- 5) Provide timely feedback.
- 6) Provide timely feedback on minimum viable product planning and sprint planning throughout the project, communicating priorities to the Contractor Product Manager.
- 7) Manage University vendors in accordance with the agreed upon project schedule.
- 8) Manage licenses and implementation for any related third party software integrations.
- 9) Purchase and manage licenses for any stock photography that will be used on the Platform.
- 10) Purchase and manage license for any stock photography that may be used in learning offering content produced by the University Instructional Design team.
- 11) Provide detailed definitions of roles and responsibilities for all ITL vendors as they relate to the current and future stages of design for the TEx Platform. These definitions will allow the Contractor to effectively plan future phases of the project.

5. JOINT RESPONSIBILITIES:

- 1) Establish and attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, up to one status meeting per week, not to exceed 30 minutes weekly.
- 2) Establish and attend standup meetings as needed to facilitate active communication and planning across all University vendor parties.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on October 31, 2016, unless otherwise amended or terminated as provided in the Agreement.

The following holidays shall be observed by Contractor:

- September 5, 2016

7. PROJECT NOTIFICATION:

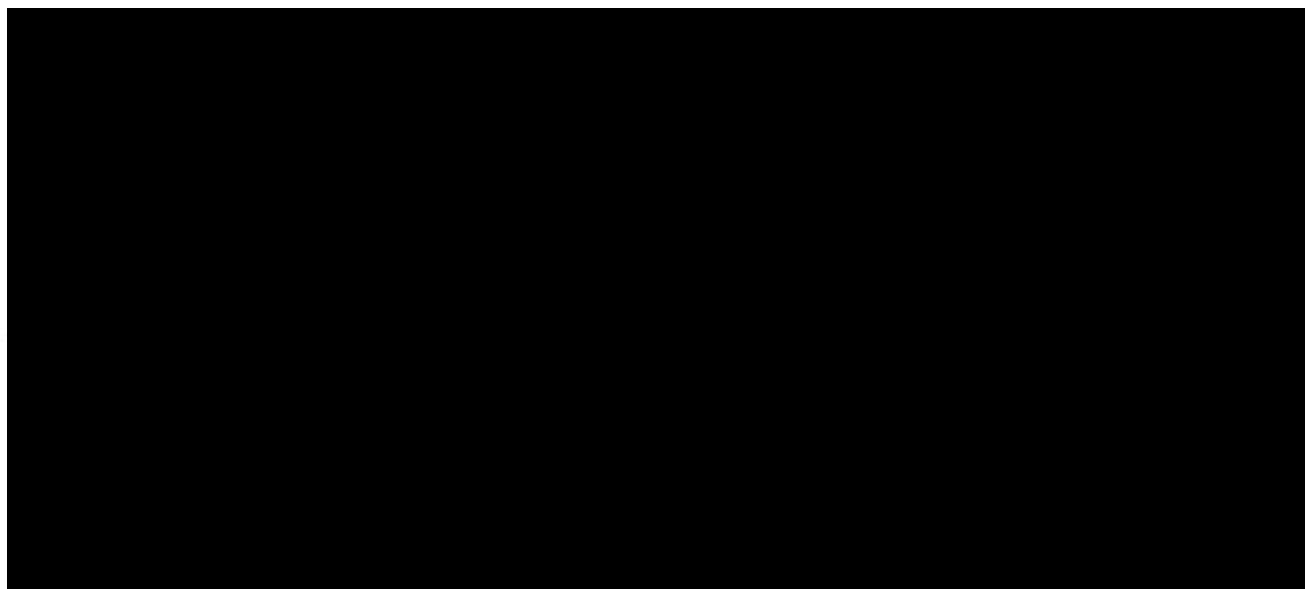
Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

The University of Texas System
Philip Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utsystem.edu

The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

Aric Cheston, President, Big Tomorrow, Inc.
Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. SCHEDULE:





9. STAFFING:

The Contractor shall retain the following roles for service and staffing to perform the required design services:

Creative Director.

Provides strategic and creative oversight to ensure solutions meet end user, business and technical objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.

Product Manager.

Offers strategic leadership to partners. Leads strategic planning, communications and execution throughout the project lifecycle. Drives product development across multiple partners and departments through product requirements and go-to-market plans. Maintains strong subject matter expertise in industry or technology.

Sustains program advancement by diving deeply into the issues at hand, identifying and mitigating risks to the project, managing the legal contracts, coordinating design/technology tasks and deliverables, representing partners internally and strategically, and managing all issues impacting deliverables, schedules, and budget.

Business Analyst.

Defines and documents business processes and software requirements for technology initiatives, including digital products, content management systems, and business information systems. Maintains the day-to-day communication with University Project Managers and is responsible for proactively promoting communication between parties.

Senior Interaction Designer.

Leads the interaction design efforts to produce conceptual models, wireframes, and interactive prototypes. Works directly with client to refine interaction models and create interaction guidelines.

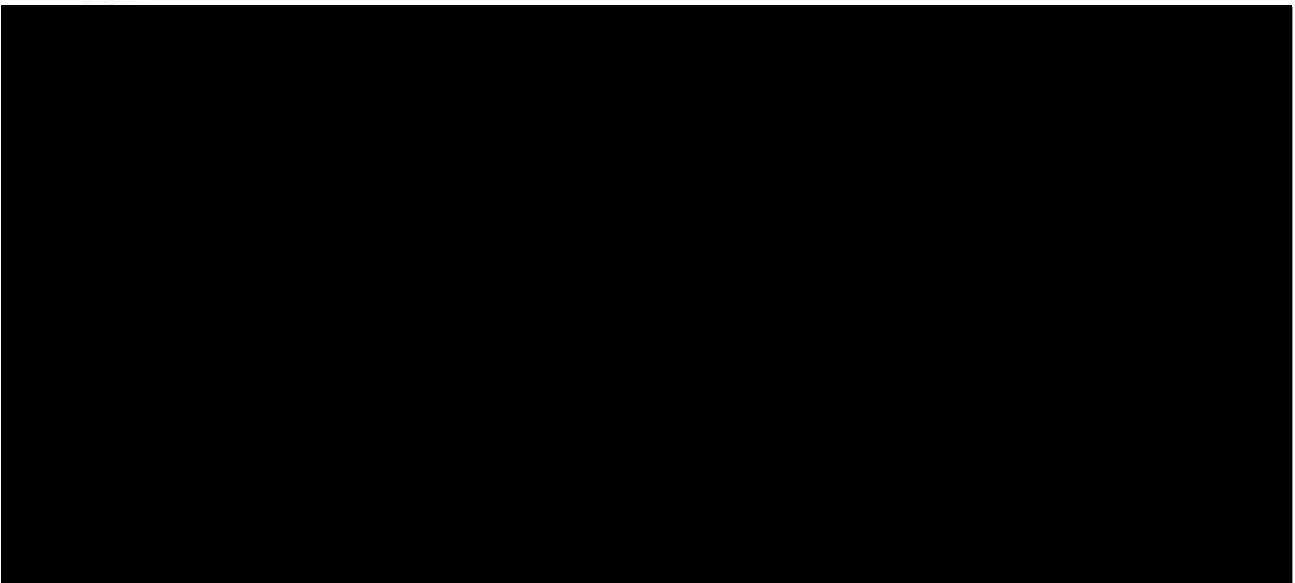
Senior Visual Designer.

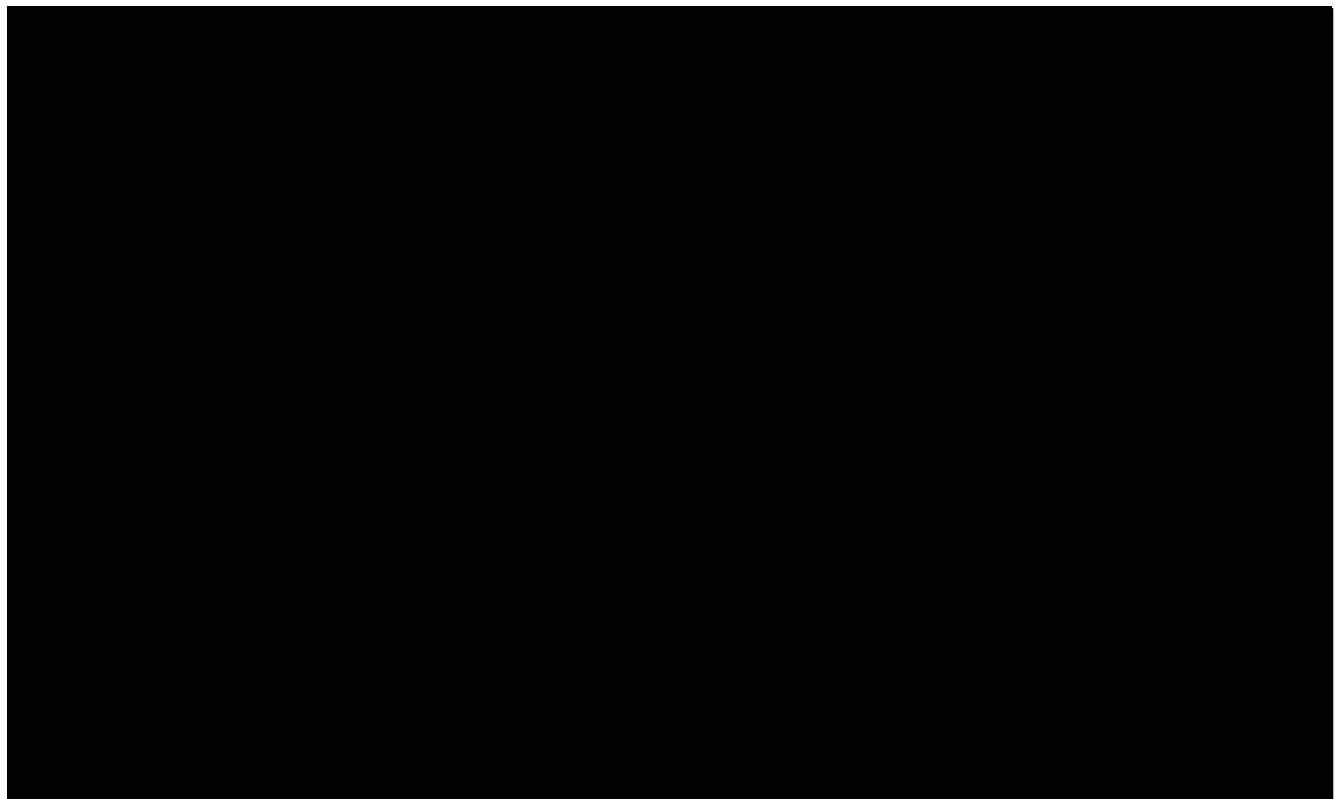
Leads the translation of user needs and business objectives into beautiful visual design directions. Works directly with client to refine final visual designs and create specifications.

Visual Designer.

Leads the visualization of ideas and establishment of brand and design language systems. Assists in building brand and design graphics, visual compositions, and motion studies.

10. MILESTONES, ACCEPTANCE AND FEES:





Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required. [REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: 

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 9/15/2016

Steven Mintz
Dr. Steven Mintz
Exec. Dir., ITL

Big Tomorrow

By: 

Name: Aric Cheston

Title: President

Date: 09/09/2016

2017-038
2016-720
2014-186

AMENDED AND RESTATED PROJECT ADDENDUM

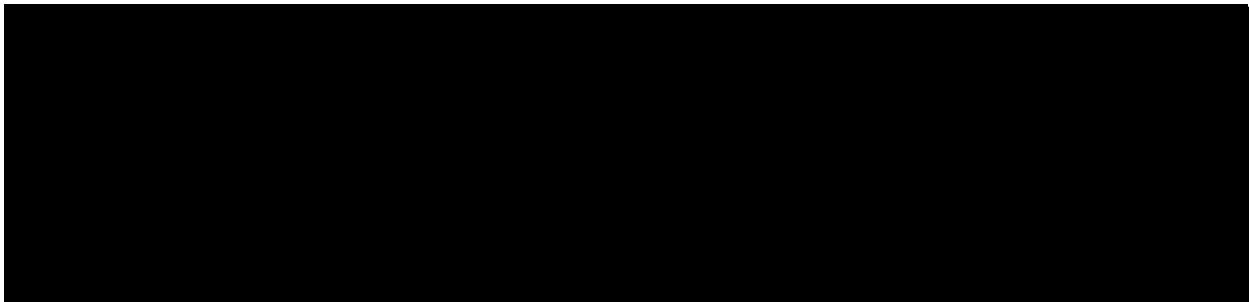
PROJECT UT014: TEx V2.0 LEARNING EXPERIENCE JOURNEY MAPPING SERIES

The parties enter this Amended and Restated Project Addendum for Project UT014: TEx v2.0 Learning Experience Journey Mapping Series ("Addendum") to include additional deliverables and revise due dates for the previously executed Addendum in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 5, 2016. The term of this Addendum shall be from the Addendum Effective Date until October 31, 2016.

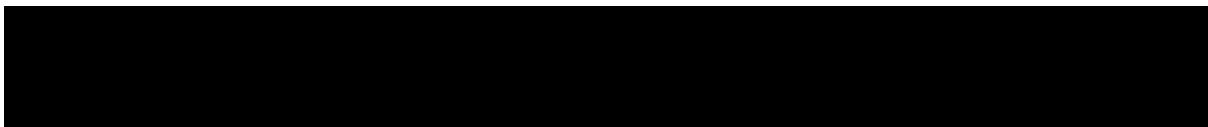
By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

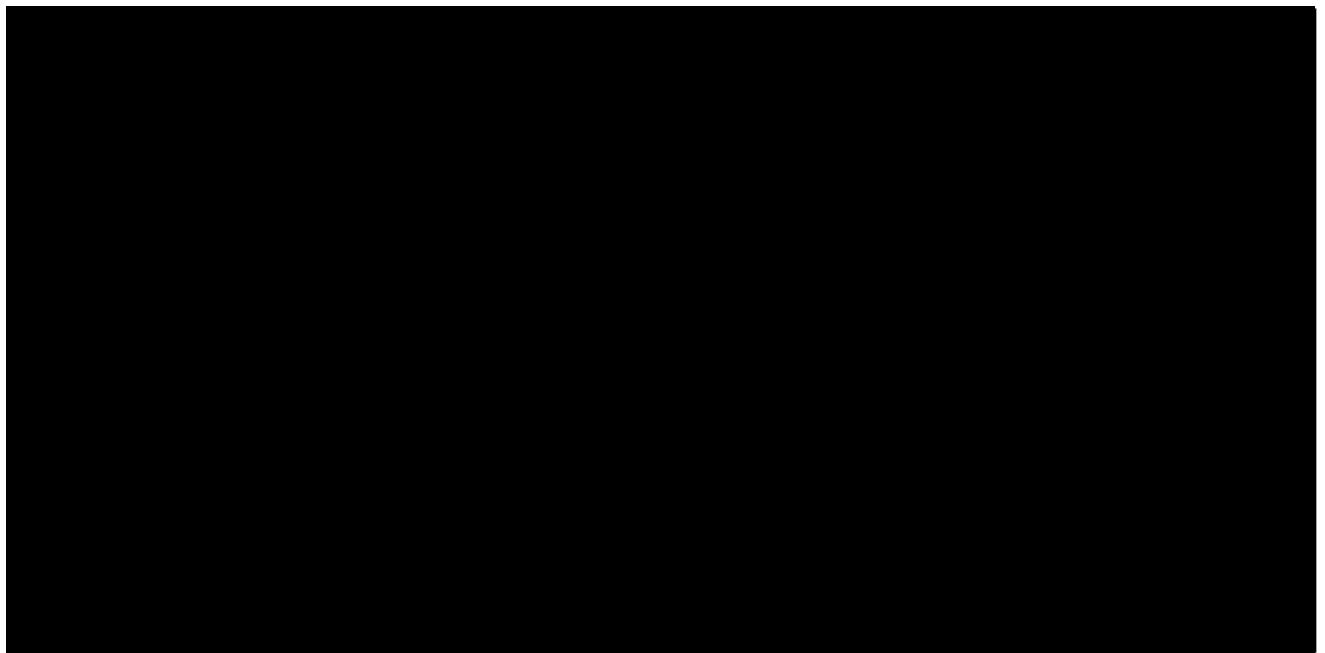
1. PROJECT:

The Contractor will continue to define the user experience for the TEx V2.0 Marketplace, Persistent Progressive Profile, Universal Transcript, Community, Accomplishments, Interventions, Goal Setting Tools and Learning Environment Platform ("TEx Platform"), which will launch with the Cyber Security BA program conducted by the University of Texas San Antonio (UTSA) in Fall 2017.

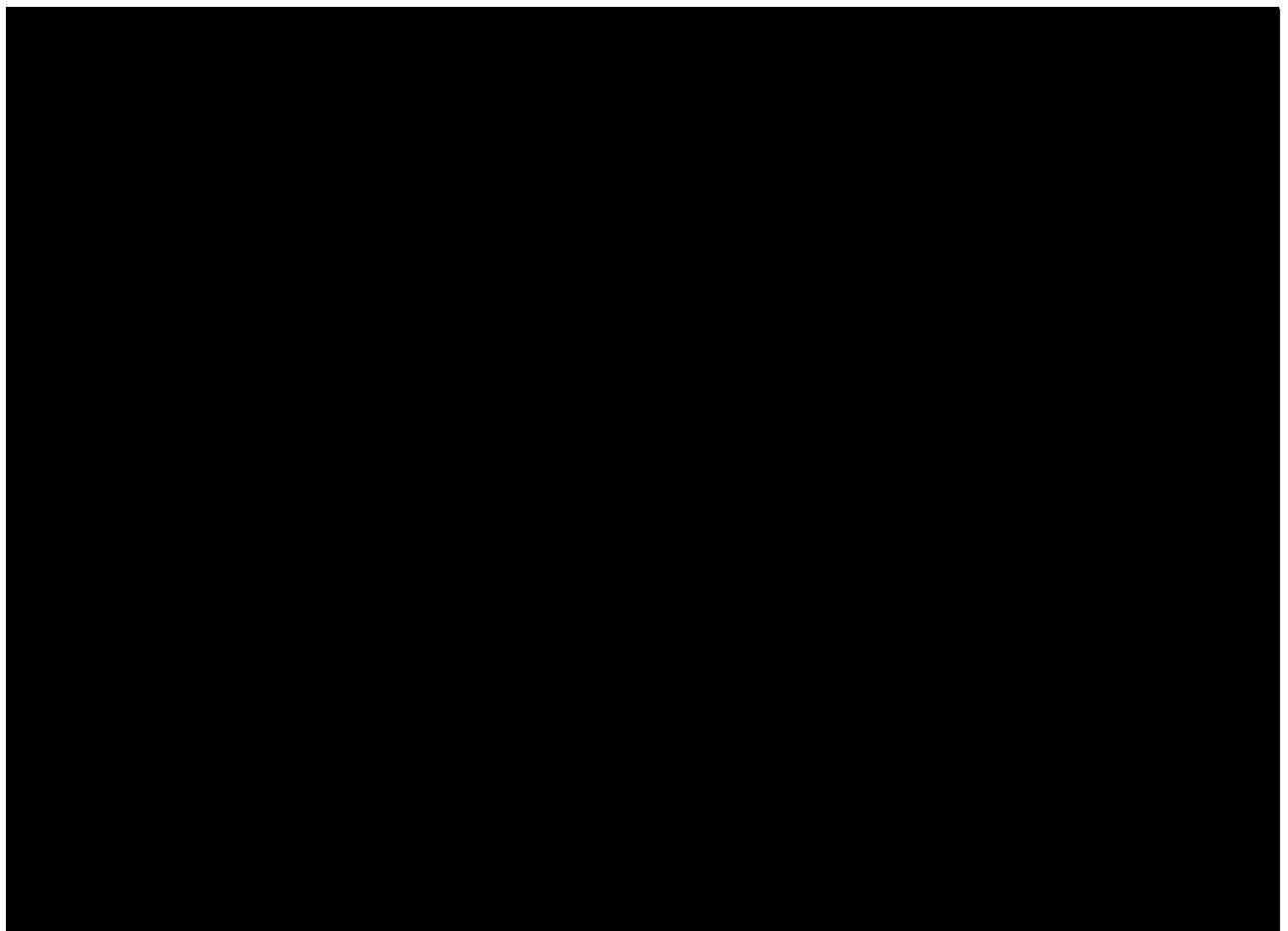


This statement of work ("SOW") has the following goals:





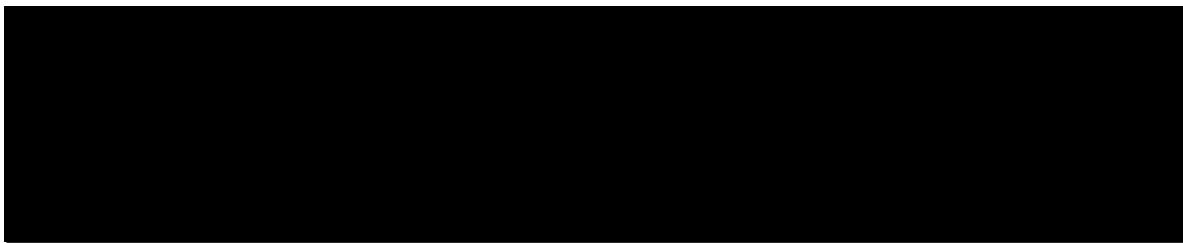
August 5 – September 30





2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



[REDACTED]

All Deliverables are Work Materials. All other materials created or provided by Contractor under this Addendum are Work Materials. The Existing Planning Assets, Requirements Database, and all Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement. Contractor shall use the Existing Planning Assets, Requirements Database, and Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) New logo design.
- 2) Brand consulting.
- 3) Instructional design.
- 4) Instructional content development.
- 5) Instructional content management or content uploading.
- 6) Front-end or back-end development, CSS creation, systems and API integration.
- 7) Knowledge mapping development, creation or implementation.
- 8) Management of ITL contractors, suppliers and other integration vendors.
- 9) Creation of system test plan, system testing.
- 10) Educational Policy writing, pertaining to new policies for TEx, UTSA or other UT System institutions.
- 11) Legal Policy writing, pertaining to legal terms and conditions for TEx, UTSA or other UT System institutions.
- 12) Marketing or landing page content writing.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:

[REDACTED]

4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated University Product Manager for TEx V2.0 who can make timely decisions about the product.
- 3) Provide technical contacts and details for key integration systems as it relates to design activities.
- 4) Provide timely feedback.

- 5) Provide timely feedback on minimum viable product planning and sprint planning throughout the project, communicating priorities to the Contractor Product Manager.
- 6) Manage University vendors in accordance with the agreed upon project schedule.
- 7) Manage licenses and implementation for any related third party software integrations.
- 8) Purchase and manage licenses for any stock photography that will be used on the Platform.
- 9) Purchase and manage license for any stock photography that may be used in learning offering content produced by the University Instructional Design team.
- 10) Provide detailed definitions of roles and responsibilities for all ITL vendors as they relate to the current and future stages of design for the TEx V2.0 project. These definitions will allow the Contractor to effectively plan future phases of the project.

5. JOINT RESPONSIBILITIES:

- 1) Establish and attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, up to one status meeting per week, not to exceed 30 minutes weekly.
- 2) Establish and attend standup meetings as needed to facilitate active communication and planning across all University vendor parties.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on October 31, 2016, unless otherwise amended or terminated as provided in the Agreement.

The following holidays shall be observed by Contractor:

- September 5, 2016

7. PROJECT NOTIFICATION:

Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

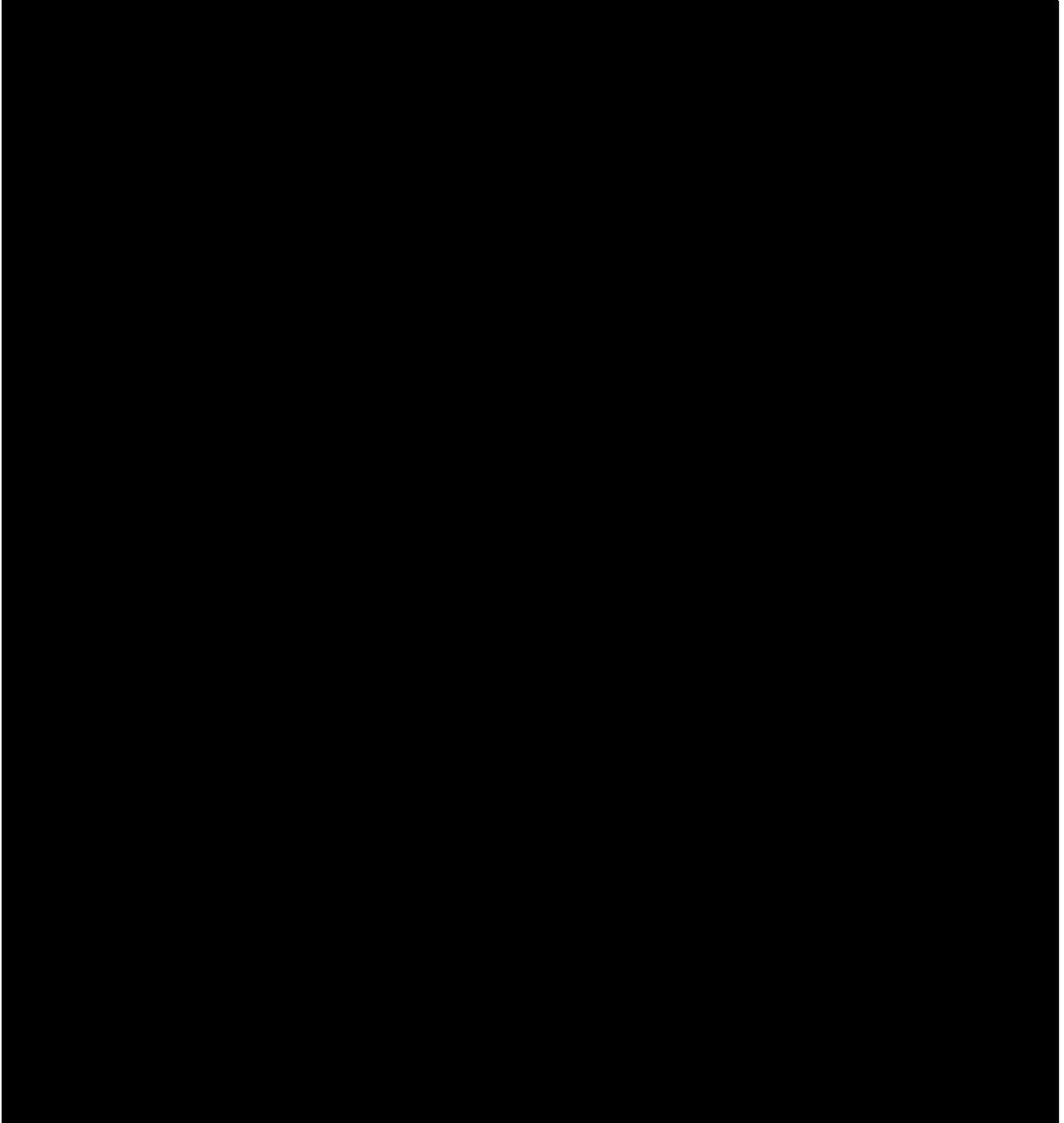
The University of Texas System
Philip Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utsystem.edu

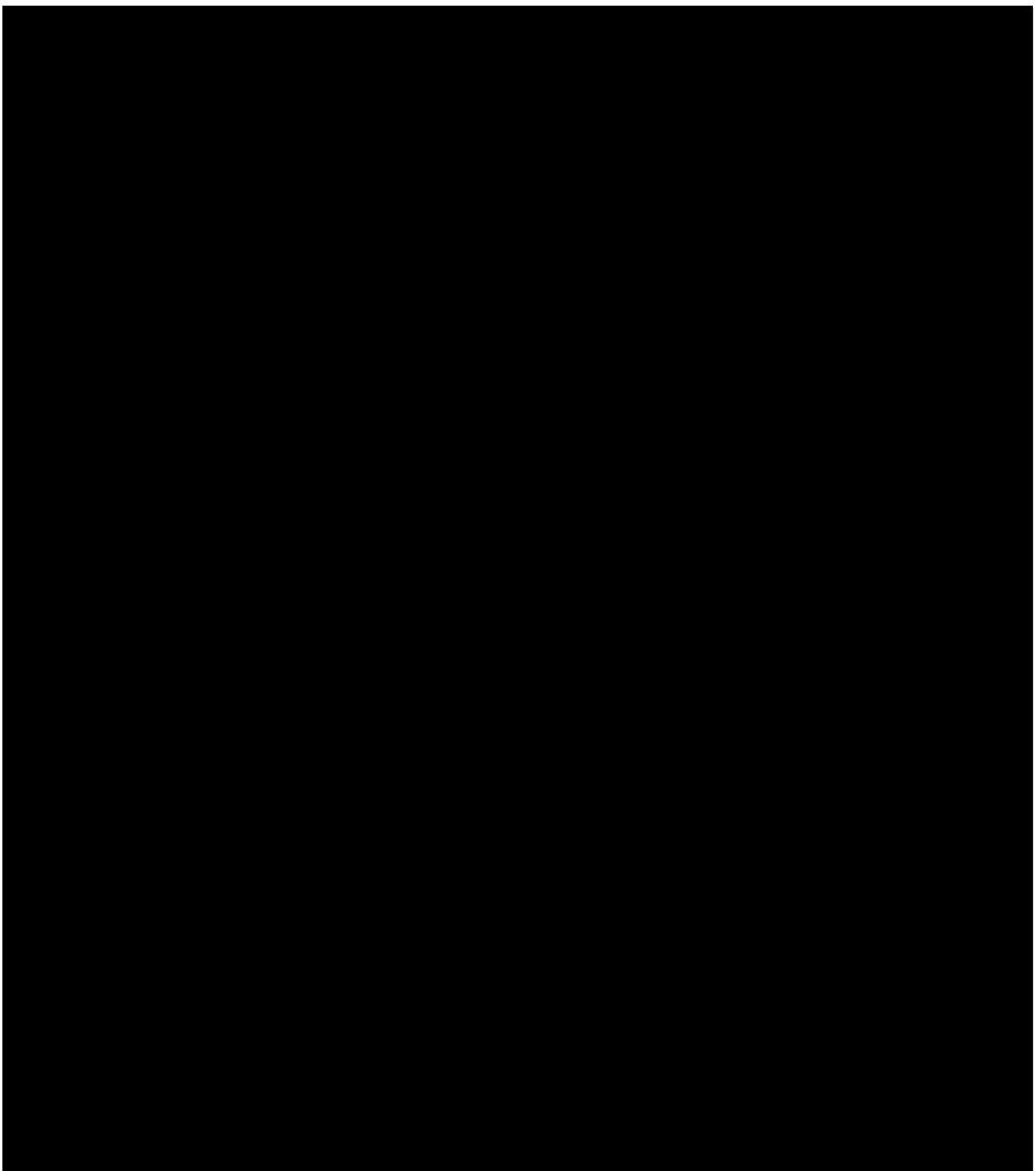
The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

Aric Cheston, President, Big Tomorrow, Inc.

Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. SCHEDULE:





9. STAFFING:

The Contractor shall retain the following roles for service and staffing to perform the required design services:

Creative Director.

Provides strategic and creative oversight to ensure solutions meet end user, business and technical objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.

Product Manager.

Offers strategic leadership to partners. Leads strategic planning, communications and execution throughout the project lifecycle. Drives product development across multiple partners and departments through product requirements and go-to-market plans. Maintains strong subject matter expertise in industry or technology.

Sustains program advancement by diving deeply into the issues at hand, identifying and mitigating risks to the project, managing the legal contracts, coordinating design/technology tasks and deliverables, representing partners internally and strategically, and managing all issues impacting deliverables, schedules, and budget.

Business Analyst.

Defines and documents business processes and software requirements for technology initiatives, including digital products, content management systems, and business information systems. Maintains the day-to-day communication with University Project Managers and is responsible for proactively promoting communication between parties.

Senior Interaction Designer.

Leads the interaction design efforts to produce conceptual models, wireframes, and interactive prototypes. Works directly with client to refine interaction models and create interaction guidelines.

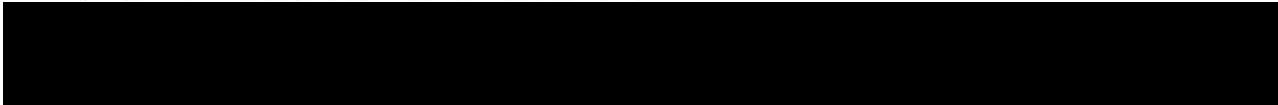
Senior Visual Designer.

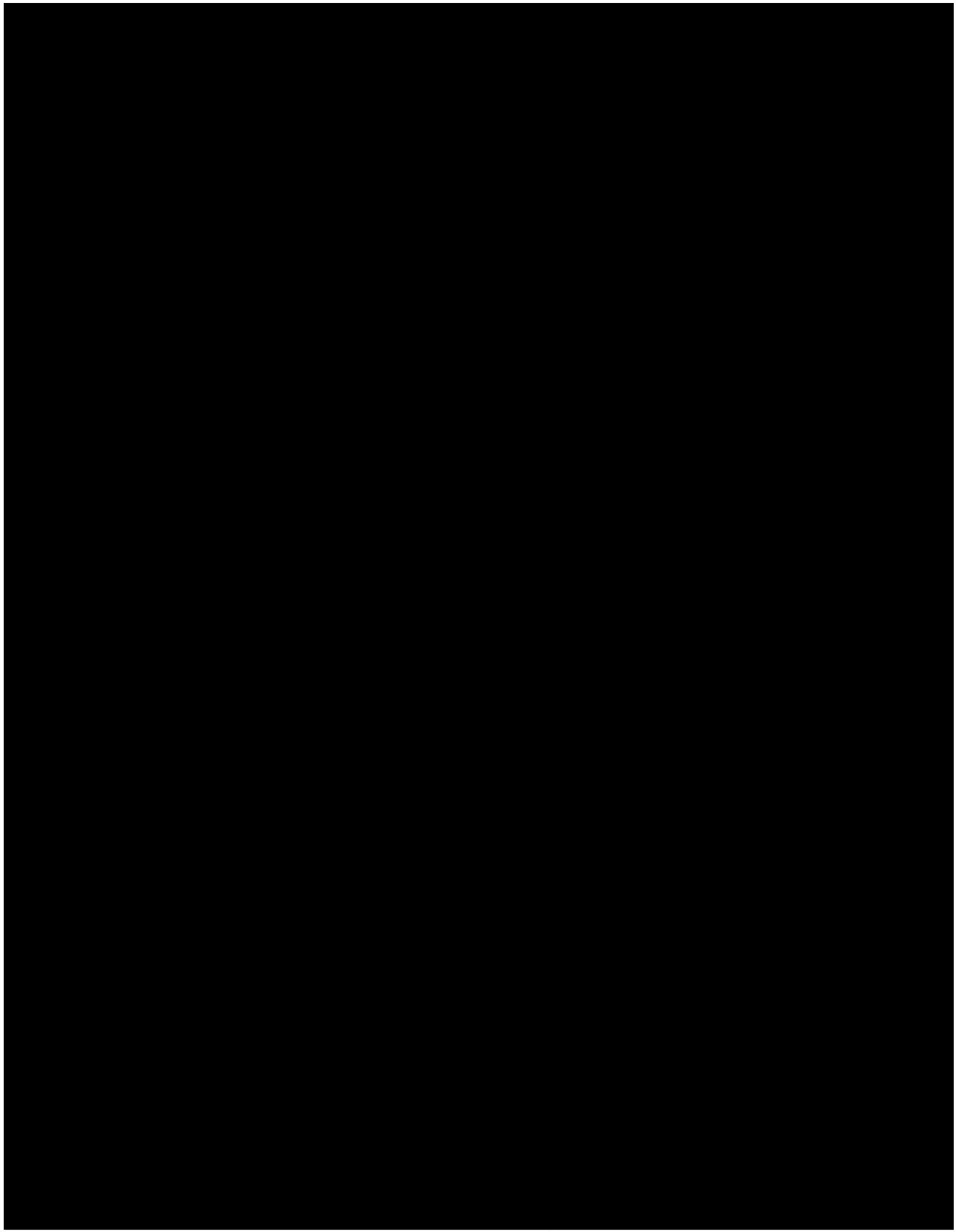
Leads the translation of user needs and business objectives into beautiful visual design directions. Works directly with client to refine final visual designs and create specifications.

Visual Designer.

Leads the visualization of ideas and establishment of brand and design language systems. Assists in building brand and design graphics, visual compositions, and motion studies.

10. MILESTONES, ACCEPTANCE AND FEES:





[REDACTED]

Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required.

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: _____

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 9-15-2016

Big Tomorrow

By: _____

Name: Aric Cheston

Title: President

Date: 09/09/2016

Steven Muntz

Dr. Steven Muntz
Exec. Dir., ITL

2016-574

**FIRST AMENDMENT TO ADDENDUM FOR UT ENGINEERING QUEST-BASED
LEARNING PLATFORM DISCOVERY**

This First Amendment to Addendum for UT Engineering Quest-Based Learning Platform Discovery ("Amendment") is dated effective May 23, 2016 (the "Amendment Effective Date") and is entered into by and between The University of Texas System ("University"), an agency and institution of higher education organized under the laws of the State of Texas, and Big Tomorrow ("Contractor").

University entered into a Master Services Agreement (the "MSA") between University and Contractor, dated effective May 26, 2014.

University entered into a UT Engineering Quest-Based Learning Platform Discovery ("Addendum") between University and Contractor, dated effective April 1, 2016.

The Addendum and the MSA are collectively referred to herein as "Agreement".

University and Contractor now desire to amend the terms of the Addendum as more particularly set forth below:

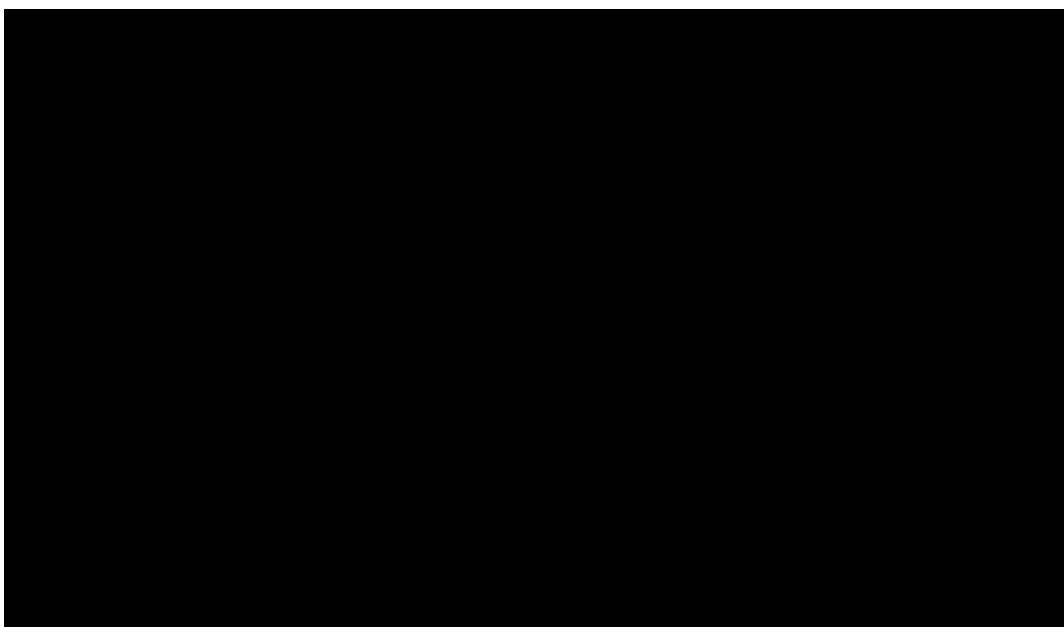
1. **Section 6 of the Addendum, "Term"** is hereby amended and restated in its entirety and shall hereafter be and read as follows:

"6. TERM"

This Addendum shall begin on the Addendum Effective Date and shall expire on 6/30/2016, unless otherwise amended or terminated as provided in the Agreement."

2. **Section 7 of the Addendum, "Milestones, Schedule, Acceptance and Fees"** is hereby amended and restated in its entirety and shall hereafter be and read as follows:

"7. MILESTONES, SCHEDULE, ACCEPTANCE AND FEES:





Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

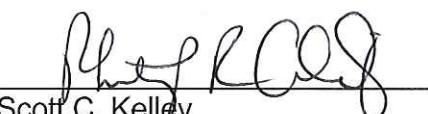
- [Redacted]
2. Except as provided in this Amendment, all terms used in the Amendment, which are not otherwise defined, shall have the respective meanings ascribed to such terms in the Agreement.
 3. This Amendment embodies the entire agreement between University and Contractor with respect to renewal, modification and amendment of the Addendum. In the event of any conflict of consistency between the provisions of the Addendum and this Amendment, the provisions of this Amendment shall control and govern.
 4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Addendum remain in full force and effect. Except as otherwise expressly provided herein, University does not intend to, and the execution of the Amendment shall not in any manner, impair the Addendum. The purpose of this Amendment is simply to renew, modify, amend and ratify the Addendum, as hereby renewed, modified, amended and ratified, and to confirm and carry forward the Addendum, as hereby renewed, modified, amended and ratified, in full force and effect.
 5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
 6. IN WITNESS WHEREOF, University and Contractor have executed and delivered this Amendment effective as of the Amendment Effective Date.

Big Tomorrow:

By: 
Eric Cheston
President

Date: June 2, 2016

THE UNIVERSITY OF TEXAS SYSTEM:

By: 
Scott C. Kelley
Executive Vice Chancellor
for Business Affairs

Date: 6/7/2016


Dr. Steven Mintz
Exec. Dir.
ITL

Philip Aldridge, Associate Vice Chancellor
Authorized to sign in the absence of
Scott C. Kelley, Exec. Vice Chancellor for Business Affairs

2016-577

**FIRST AMENDMENT TO ADDENDUM FOR DELL MEDICAL SCHOOL TRANSMEDIA
CASE EXPERIENCE STUDY**

This **First Amendment to Addendum for Dell Medical School Transmedia Case Experience Discovery** ("Amendment") is dated effective May 23, 2016 (the "Amendment Effective Date") and is entered into by and between **The University of Texas System** ("University"), an agency and institution of higher education organized under the laws of the State of Texas, and Big Tomorrow ("Contractor").

University entered into a Master Services Agreement (the "MSA") between University and Contractor, dated effective May 26, 2014.

University entered into a Dell Medical School Transmedia Case Experience Discovery ("Addendum") between University and Contractor, dated effective April 13, 2016.

The Addendum and the MSA are collectively referred to herein as "Agreement".

University and Contractor now desire to amend the terms of the Addendum as more particularly set forth below:

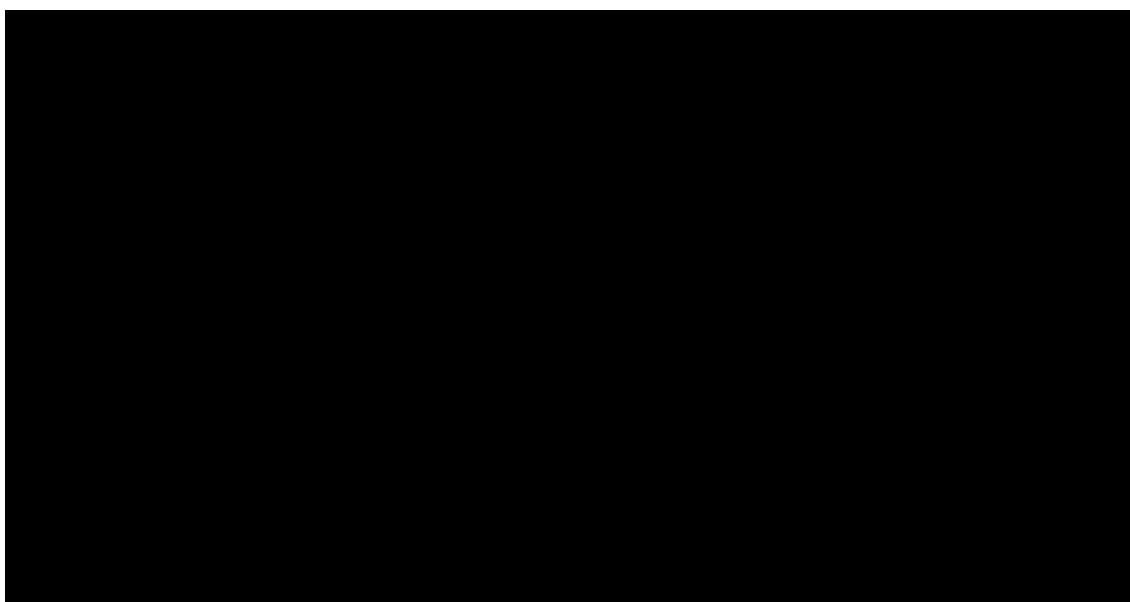
1. **Section 6 of the Addendum, "Term"** is hereby amended and restated in its entirety and shall hereafter be and read as follows:

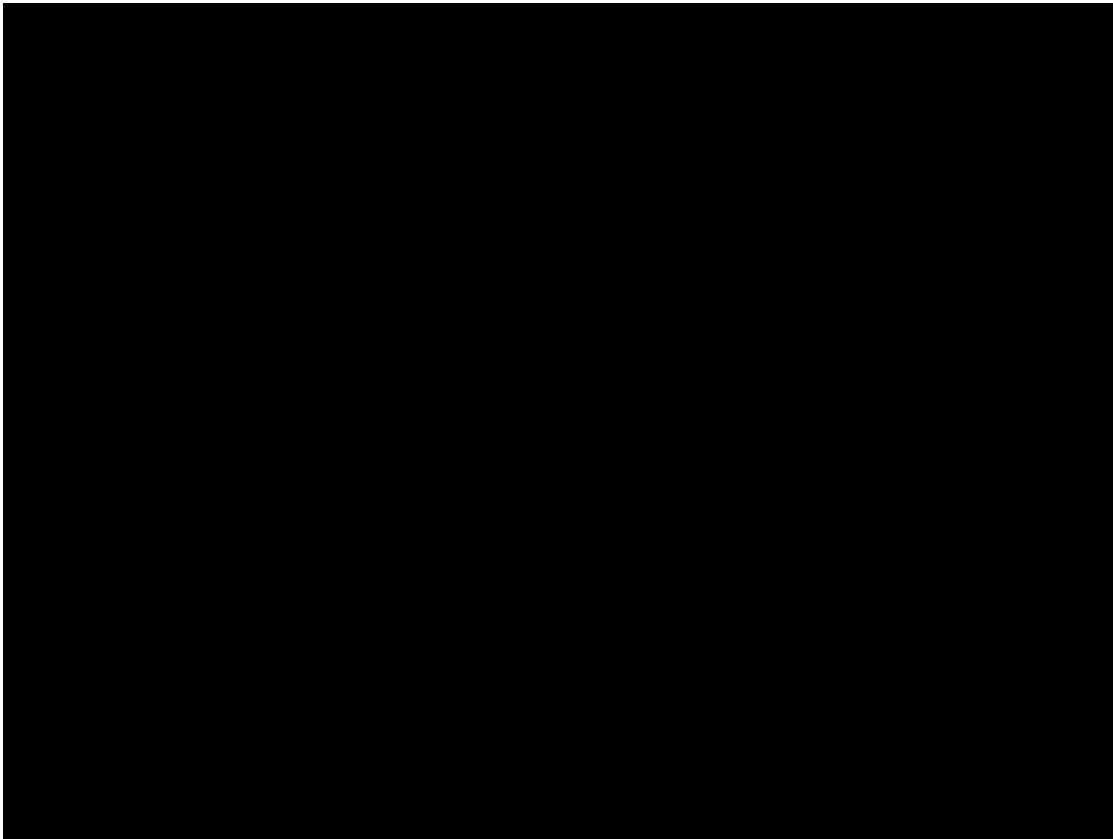
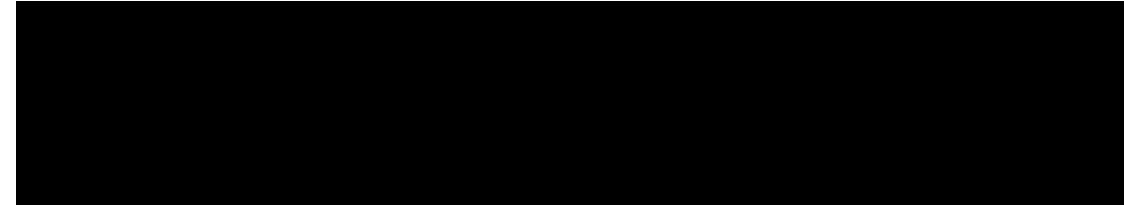
"6. TERM"

This Addendum shall begin on the Addendum Effective Date and shall expire on 8/15/2016, unless otherwise amended or terminated as provided in the Agreement."

2. **Section 7 of the Addendum, "Milestones, Schedule, Acceptance and Fees"** is hereby amended and restated in its entirety and shall hereafter be and read as follows:

"7. MILESTONES, SCHEDULE, ACCEPTANCE AND FEES:





Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required. [REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.



2. Except as provided in this Amendment, all terms used in the Amendment, which are not otherwise defined, shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between University and Contractor with respect to renewal, modification and amendment of the Addendum. In the event of any conflict of consistency between the provisions of the Addendum and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Addendum remain in full force and effect. Except as otherwise expressly provided herein, University does not intend to, and the execution of the Amendment shall not in any manner, impair the Addendum. The purpose of this Amendment is simply to renew, modify, amend and ratify the Addendum, as hereby renewed, modified, amended and ratified, and to confirm and carry forward the Addendum, as hereby renewed, modified, amended and ratified, in full force and effect.
5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
6. IN WITNESS WHEREOF, University and Contractor have executed and delivered this Amendment effective as of the Amendment Effective Date.

Big Tomorrow:

By: A handwritten signature of Aric Cheston.
Aric Cheston
President

Date: June 2, 2016

THE UNIVERSITY OF TEXAS SYSTEM:

By: A handwritten signature of Scott C. Kelley.
Scott C. Kelley
Executive Vice Chancellor
for Business Affairs
Philip Aldridge, Associate Vice Chancellor
Authorized to sign in the absence of
Scott C. Kelley, Exec. Vice Chancellor for Business Affairs
6/7/2016

A handwritten signature of Steven Mintz.

Dr. Steven Mintz
Exec. Dir.
ITL

2017-106
2015-186

AMENDED AND RESTATED PROJECT ADDENDUM

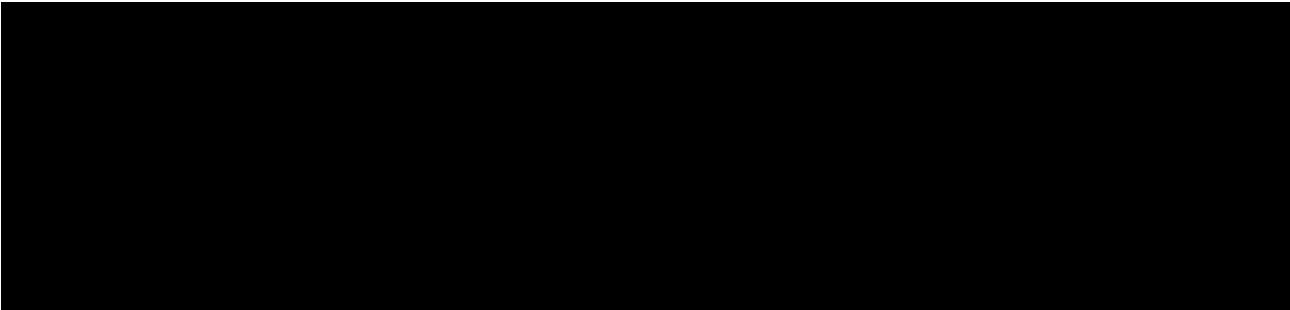
PROJECT UT014: TEx V2.0 LEARNING EXPERIENCE JOURNEY MAPPING SERIES

The parties enter this Amended and Restated Project Addendum for Project UT014: TEx v2.0 Learning Experience Journey Mapping Series ("Addendum") to include additional deliverables and revise due dates for the previously executed Addendum in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution" or "University") on behalf of its Institute for Transformational Learning ("ITL"), and Big Tomorrow ("Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective May 26, 2014, in effect between The University of Texas System and the Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 5, 2016. The term of this Addendum shall be from the Addendum Effective Date until October 31, 2016.

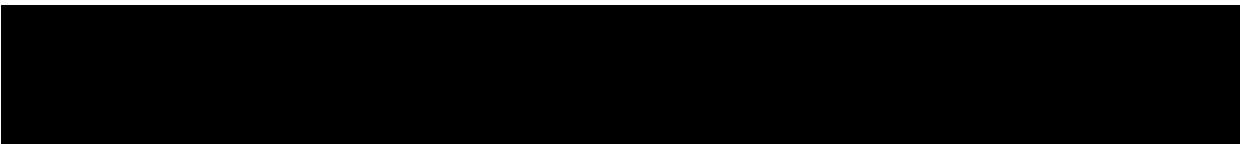
By entering into this Addendum the undersigned Requesting Institution and the Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

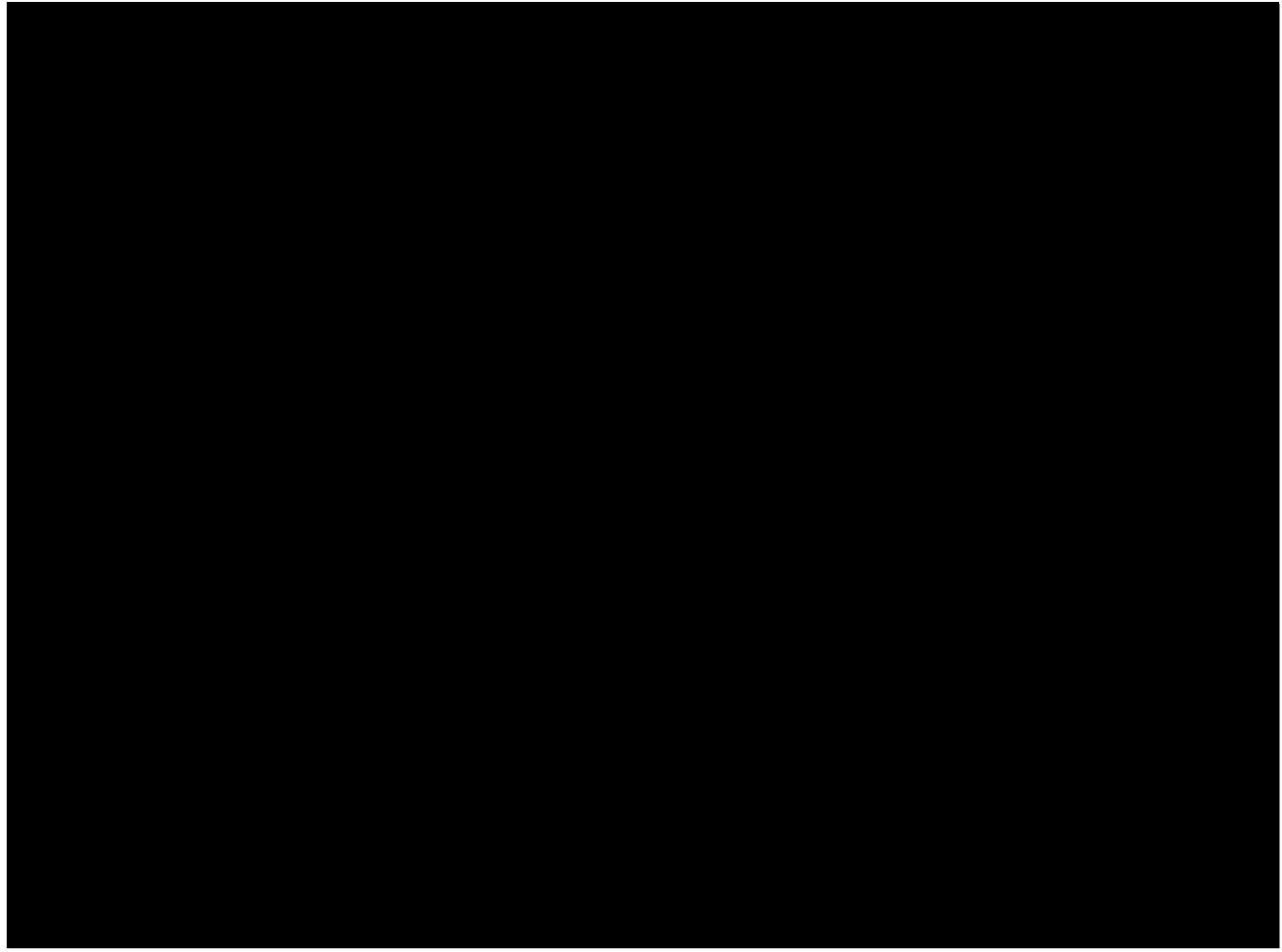
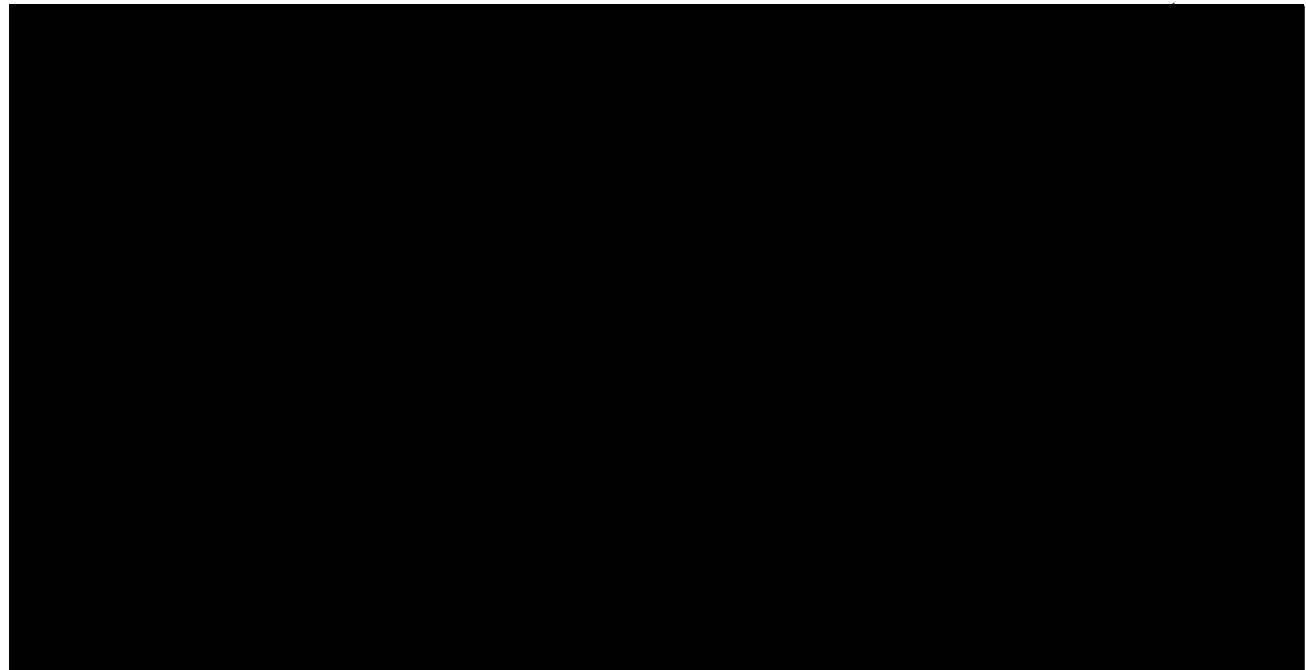
1. PROJECT:

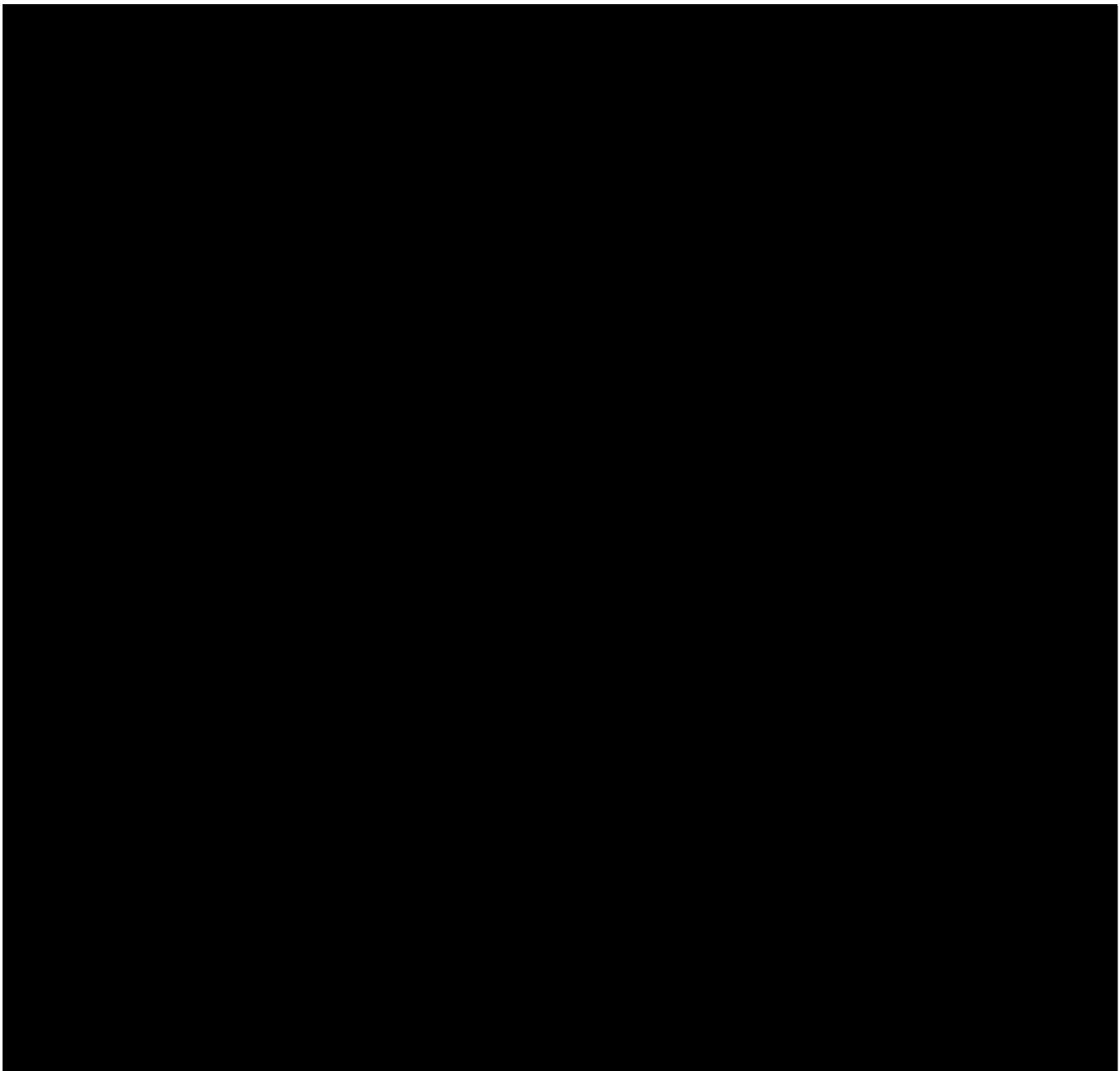
The Contractor will continue to define the user experience for the TEx V2.0 Marketplace, Persistent Progressive Profile, Universal Transcript, Community, Accomplishments, Interventions, Goal Setting Tools and Learning Environment Platform ("TEx Platform"), which will launch with the Cyber Security BA program conducted by the University of Texas San Antonio (UTSA) in Fall 2017.



This statement of work ("SOW") has the following goals:

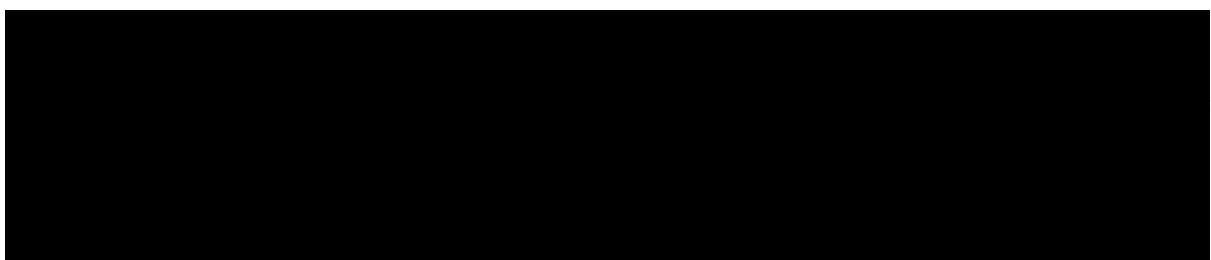






2. DELIVERABLES:

Subject to the terms of the Agreement, Contractor shall perform Services to provide University with the following Deliverables:



[REDACTED]

All Deliverables are Work Materials. All other materials created or provided by Contractor under this Addendum are Work Materials. The Existing Planning Assets, Requirements Database, and all Deliverables are University Records and shall be protected as confidential pursuant to the parties' Agreement. Contractor shall use the Existing Planning Assets, Requirements Database, and Deliverables solely for the benefit of the University and its Institutions.

The parties agree that the Contractor shall not be responsible for the following in creating the Deliverables:

- 1) New logo design.
- 2) Brand consulting.
- 3) Instructional design.
- 4) Instructional content development.
- 5) Instructional content management or content uploading.
- 6) Front-end or back-end development, CSS creation, systems and API integration.
- 7) Knowledge mapping development, creation or implementation.
- 8) Management of ITL contractors, suppliers and other integration vendors.
- 9) Creation of system test plan, system testing.
- 10) Educational Policy writing, pertaining to new policies for TEx, UTSA or other UT System institutions.
- 11) Legal Policy writing, pertaining to legal terms and conditions for TEx, UTSA or other UT System institutions.
- 12) Marketing or landing page content writing.

3. CONTRACTOR RESPONSIBILITIES:

In completing the aforementioned Deliverables, Contractor will:

[REDACTED]

4. UNIVERSITY RESPONSIBILITIES:

- 1) Provide Contractor a dedicated contact for project management.
- 2) Provide Contractor a dedicated University Product Manager for TEx V2.0 who can make timely decisions about the product.
- 3) Provide technical contacts and details for key integration systems as it relates to design activities.
- 4) Provide timely feedback.

- 5) Provide timely feedback on minimum viable product planning and sprint planning throughout the project, communicating priorities to the Contractor Product Manager.
- 6) Manage University vendors in accordance with the agreed upon project schedule.
- 7) Manage licenses and implementation for any related third party software integrations.
- 8) Purchase and manage licenses for any stock photography that will be used on the Platform.
- 9) Purchase and manage license for any stock photography that may be used in learning offering content produced by the University Instructional Design team.
- 10) Provide detailed definitions of roles and responsibilities for all ITL vendors as they relate to the current and future stages of design for the TEx V2.0 project. These definitions will allow the Contractor to effectively plan future phases of the project.

5. JOINT RESPONSIBILITIES:

- 1) Establish and attend meetings on status of Deliverables and Open Items. Parties will mutually agree on a meeting schedule, up to one status meeting per week, not to exceed 30 minutes weekly.
- 2) Establish and attend standup meetings as needed to facilitate active communication and planning across all University vendor parties.

6. TERM:

This Addendum shall begin on the Addendum Effective Date and shall conclude on October 31, 2016, unless otherwise amended or terminated as provided in the Agreement.

The following holidays shall be observed by Contractor:

- September 5, 2016

7. PROJECT NOTIFICATION:

Contractor will provide any necessary notices including an executed copy of this Addendum to the attention of the University at the following address:

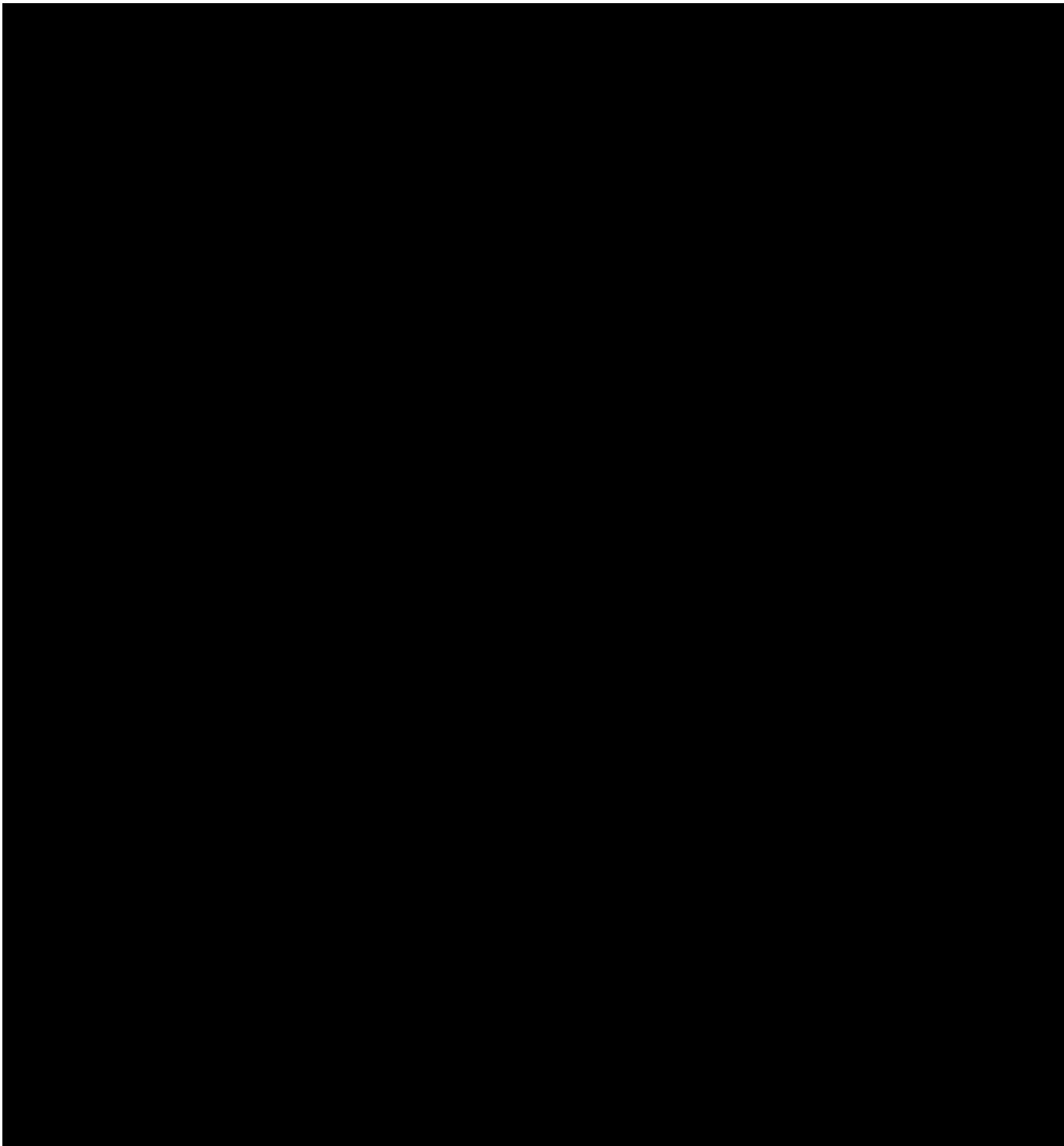
The University of Texas System
Philip Komarny
The Institute for Transformational Learning
University of Texas System
Email: pkomarny@utsystem.edu

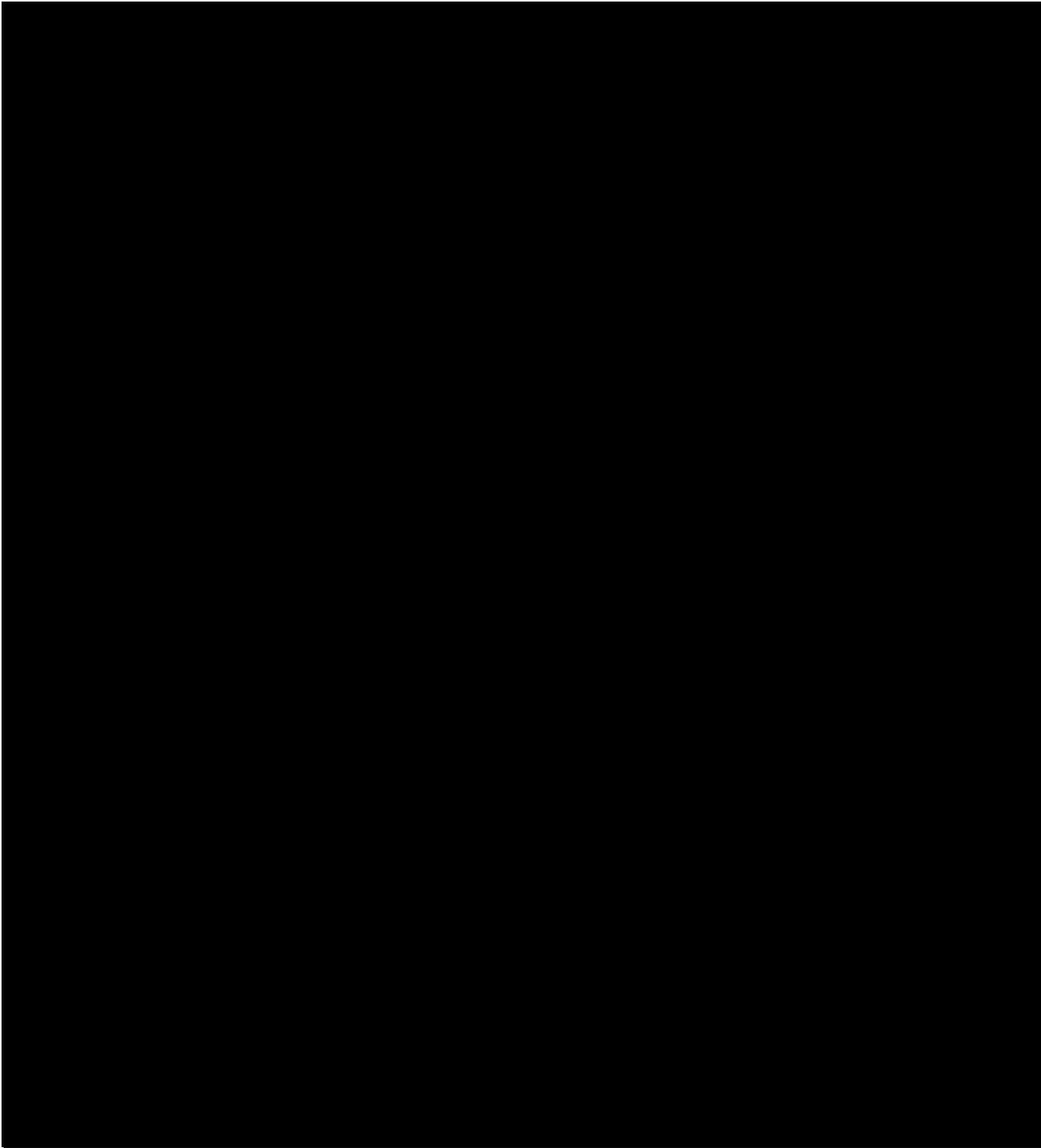
The parties further agree that these individuals will be Contractor and University escalation points for issues related to the Project.

Aric Cheston, President, Big Tomorrow, Inc.

Marni Baker Stein, Chief Innovation Officer, Institute for Transformational Learning, University of Texas System

8. SCHEDULE:





9. STAFFING:

The Contractor shall retain the following roles for service and staffing to perform the required design services:

Creative Director.

Provides strategic and creative oversight to ensure solutions meet end user, business and technical objectives. Guides partners through the ideas-to-market journey, focusing on establishing vision for innovation and direction for design of products, services and ecosystems.

Product Manager.

Offers strategic leadership to partners. Leads strategic planning, communications and execution throughout the project lifecycle. Drives product development across multiple partners and departments through product requirements and go-to-market plans. Maintains strong subject matter expertise in industry or technology.

Sustains program advancement by diving deeply into the issues at hand, identifying and mitigating risks to the project, managing the legal contracts, coordinating design/technology tasks and deliverables, representing partners internally and strategically, and managing all issues impacting deliverables, schedules, and budget.

Business Analyst.

Defines and documents business processes and software requirements for technology initiatives, including digital products, content management systems, and business information systems. Maintains the day-to-day communication with University Project Managers and is responsible for proactively promoting communication between parties.

Senior Interaction Designer.

Leads the interaction design efforts to produce conceptual models, wireframes, and interactive prototypes. Works directly with client to refine interaction models and create interaction guidelines.

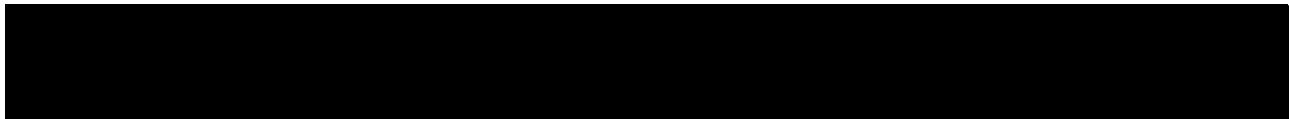
Senior Visual Designer.

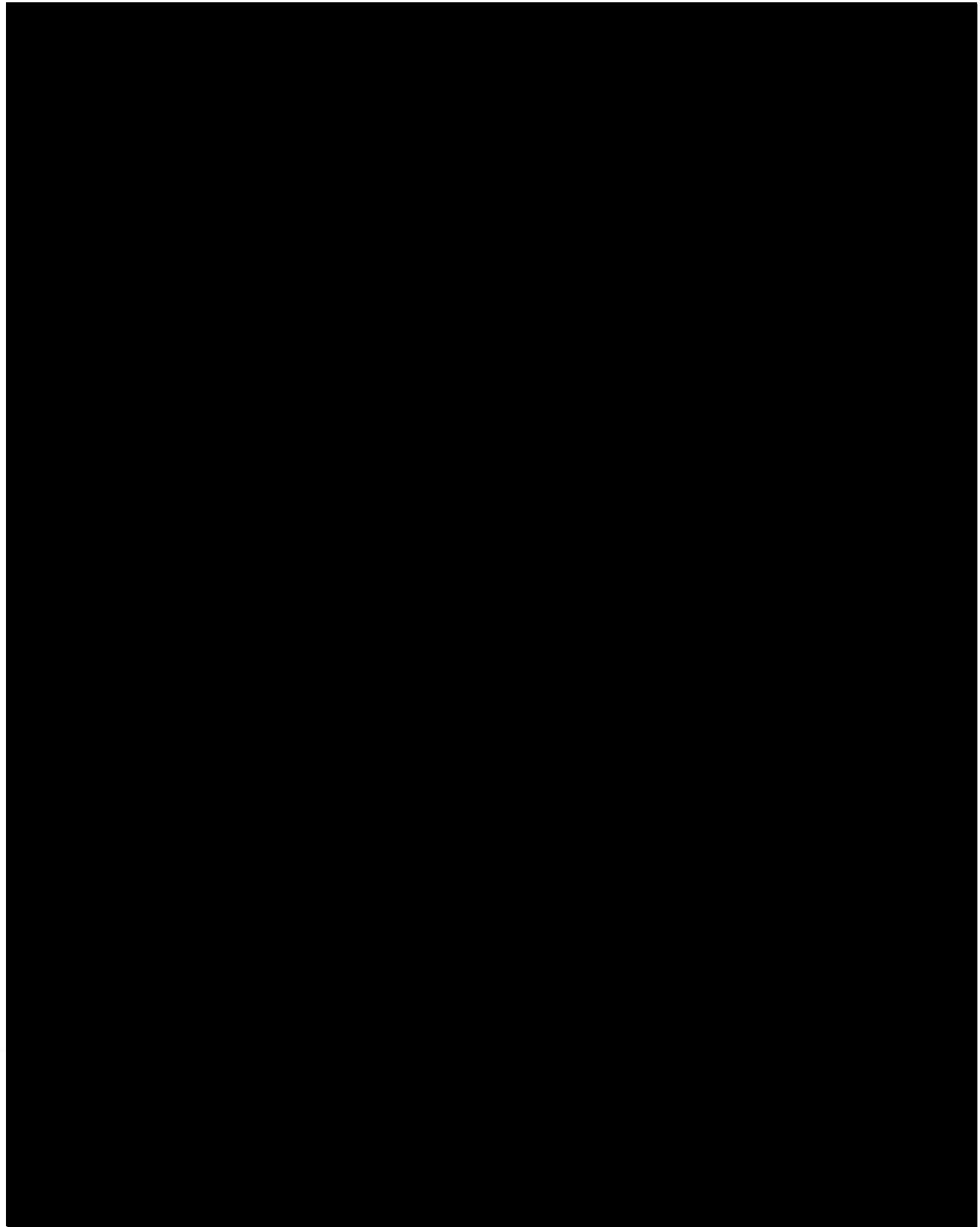
Leads the translation of user needs and business objectives into beautiful visual design directions. Works directly with client to refine final visual designs and create specifications.

Visual Designer.

Leads the visualization of ideas and establishment of brand and design language systems. Assists in building brand and design graphics, visual compositions, and motion studies.

10. MILESTONES, ACCEPTANCE AND FEES:





[REDACTED]

Expenses will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required [REDACTED]

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Deliverables are subject to University review and acceptance. Acceptance will not be unreasonably withheld.

Contractor fees are to be invoiced in accordance with the Agreement only after acceptance by the University.

[REDACTED]

IN WITNESS WHEREOF, the Requesting Institution and the Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 10-7-2016

By: Steven Mintz

Name: Steven Mintz, Ph.D.

Title: Executive Director

Date: 10/5/16

Big Tomorrow

By: Aric Cheston

Name: Aric Cheston

Title: President

Date: 10/6/2016