



SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (including all documents incorporated herein by reference, the “**Agreement**”) is entered into as of the effective date (the “**Effective Date**”) specified in Section 4 of this signature page (“**Signature Page**”) by and between Terra Dotta, LLC, a North Carolina limited liability company (“**Terra Dotta**”), and the client identified in Section 3 of this Signature Page (“**Client**”).

1. **INTRODUCTION.** Under the terms of this Agreement, Terra Dotta will provide Client on a “software as a service” basis with use and access of certain software which, together with the implementation, consulting, hosting, and support services provided by Terra Dotta, and all updates to these items made available hereunder, shall constitute the “**Service**”.
2. **SCOPE.** This Agreement consists of (a) this Signature Page, (b) the Terra Dotta Data Processing Addendum set forth as Addendum A, (c) the Terms of Service set forth as Addendum B, (d) the Privacy Policy set forth as Addendum C, (e) the Service Level Agreement set forth as Addendum D, (f) the Professional Services Addendum set forth as Addendum E, (g) the AlertTraveler Service Addendum set forth as Addendum F, and (h) any other terms and conditions incorporated into the Agreement, each to the extent applicable and all of which are incorporated herein by this reference. All undefined capitalized terms used in the documents incorporated herein by reference shall have the meanings ascribed to such terms as set forth in this Signature Page.

3. CLIENT INFORMATION.

Name: Prairie View A & M University
 Address: FM 1098 Road & University Drive, Prairie View, TX 77446
 Contact: _____

4. EFFECTIVE DATE AND TERM.

Effective Date	July 1, 2025	
Term	This Agreement is effective beginning on the Effective Date and, unless sooner terminated as herein provided, will continue for a period of three (3) years (the “Initial Term”). After the Initial Term has expired, this Agreement shall renew for successive one (1) year periods (each a “Renewal Term” and the Initial Term collectively, the “Term”), unless either party notifies the other party in writing at least sixty (60) days prior to the end of the Initial Term and any Renewal Term that such party desires this Agreement to expire at the end of such Term.	
Scope of Services	<ul style="list-style-type: none"> • Terra Dotta Software as a Service for Study Abroad – The Service is provided for use by Client to manage its study abroad programs and enrollments up to the maximum number of applicants set forth in the Fees section below. • AlertTraveler Service - Terra Dotta’s AlertTraveler Service (“AlertTraveler”) is an add-on component of Terra Dotta SaaS for Study Abroad. AlertTraveler provides Client’s Authorized Users with security and risk information and alerts. AlertTraveler functionality is provided primarily through a mobile application (the “App”) that is downloaded by Client’s Authorized Users. Client’s Authorized Users who have downloaded and activated the App are referred to herein as “AlertTraveler Users”. • Terra Dotta Software as a Service for ISSS – The Service is provided for use by Client to manage its International Student Services up to the maximum number of active visitor records. 	
Fees	Description	Price
	Study Abroad Annual Service Fee – Up to 200 Applicants/Year 1	\$10,203.64
	Study Abroad Annual Service Fee – Up to 200 Applicants/Year 2	\$10,713.82



Study Abroad Annual Service Fee – Up to 200 Applicants/Year 3	\$11,249.51
Study Abroad Annual Service Fee – Up to 200 Applicants/Year 4 (upon renewal)	\$11,811.99
Study Abroad Annual Service Fee – Up to 200 Applicants/Year 5 (upon renewal)	\$12,402.60
AlertTraveler Annual Service Fee – UNLIMITED Registration Codes/Year 1	\$3,941.44
AlertTraveler Annual Service Fee – UNLIMITED Registration Codes/Year 2	\$4,138.51
AlertTraveler Annual Service Fee – UNLIMITED Registration Codes/Year 3	\$4,345.43
AlertTraveler Annual Service Fee – UNLIMITED Registration Codes/Year 4 (upon renewal)	\$4,562.71
AlertTraveler Annual Service Fee – UNLIMITED Registration Codes/Year 5 (upon renewal)	\$4,790.85
ISSS Annual Service Fee – 300 Active SEVIS/H-1B Records/Year 1	\$22,530.90
ISSS Annual Service Fee – 300 Active SEVIS/H-1B Records/Year 2	\$23,657.45
ISSS Annual Service Fee – 300 Active SEVIS/H-1B Records/Year 3	\$24,840.32
ISSS Annual Service Fee – 300 Active SEVIS/H-1B Records/Year 4 (upon renewal)	\$26,082.34
ISSS Annual Service Fee – 300 Active SEVIS/H-1B Records/Year 5 (upon renewal)	\$27,386.46

5. **MISCELLANEOUS.** The Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Delaware, without giving effect to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply this Agreement.

6. **SIGNATURES.** Each party hereby agrees to the terms and conditions of this Agreement (including all documents incorporated herein by reference), and each party represents that its signatory is duly authorized to bind such party. This Signature Page may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and an electronic signature or computer-printed attachment shall be deemed an original signature and document of each party.

TERRA DOTTA, LLC

Signed by:
 By: *Amanda Powers*
2083928CC6FE44B...
 Name: Amanda Powers
 Title: Chief Financial Officer
 Date: 2/24/2026

Prairie View A & M University

By: *Robert Hall*
 Name: Robert Hall
 Title: Director, Procurement and Contract Admin
 Date: 3/2/2026 | 12:09 PM CST

TERRA DOTTA, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____



ADDENDUM A
TERRA DOTTA DATA PROTECTION ADDENDUM

Last Updated: February 25, 2024

This Data Protection Addendum (“*Addendum*”) forms part of the agreement(s) between Customer and Terra Dotta covering Customer’s use of the Services (as defined below) (“*Agreement*”) and governs the use of Customer Data (as defined below), and the related processing of Customer Personal Data (as defined below), by Terra Dotta.

1. Definitions

“*Affiliate*” means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

“*Applicable Data Protection Law*” means all laws and regulations applicable to Terra Dotta’s processing of personal data (as defined below) under the Agreement, including the following, without limitation, and as amended or replaced from time to time, including implementing regulations and legislative measures in subsidiary jurisdictions:

Australia: Australian Privacy Act 1988 and the Australian Privacy Principles; Australian Capital Territory Information Privacy Act 2014; New South Wales Privacy and Personal Information Protection Act 1998; Northern Territory Information Act 2002; Queensland Information Privacy Act 2009; Tasmania Personal Information Protection Act 2004; Victoria Privacy and Data Protection Act 2014;

Brazil: *Lei Geral de Proteção de Dados* (General Personal Data Protection Act);

Canada: Federal Personal Information Protection and Electronic Documents Act; Alberta Personal Information Protection Act; British Columbia Personal Information Protection Act; Québec Act Respecting the Protection of Personal Information In The Private Sector, as amended by the Privacy Legislation Modernization Act 2021;

China: People’s Republic of China Personal Information Protection Law; Hong Kong SAR Personal Data (Privacy) Ordinance; Macao SAR Personal Data Protection Act

Ecuador: Personal Data Protection Organic Law;

European Union and European Economic Area: General Data Protection Regulation EU 2016/679 and the Privacy and Electronic Communications Directive 2002/EC/58, as transposed in Member State laws and regulations;

India: Digital Personal Data Protection Act;

Israel: Protection of Privacy Law;

Japan: Act on the Protection of Personal Information;



Malaysia: Personal Data Protection Act;

Mexico: *Ley Federal de Protección de Datos Personales en Posesión de los Particulares* (Federal Law for the Protection of Personal Data Held by Private Parties) and implementing Regulations;

Peru: Personal Data Protection Law and Supreme Decree No. 003-2013-JUS-Regulation;

Singapore: Personal Data Protection Act 2012;

Switzerland: Swiss Federal Act on Data Protection;

Taiwan: Personal Data Protection Act

United Kingdom: UK General Data Protection Regulation, Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003; and

United States of America: Applicable federal information privacy laws including the Family Educational Rights and Privacy Act (FERPA), similar state measures, all state laws relating to the protection and processing of personal data in effect in the United States of America, which may include, without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act.

“**controller**” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data or as otherwise defined or interpreted under Applicable Data Protection Law.

“**Customer Account Data**” means personal data that relates to Customer’s relationship with Terra Dotta, including the names and business contact information of individuals authorized by Customer to set up and access Customer’s account.

“**Customer Data**” has the meaning given in the Agreement and also includes any data including personal data collected or exchanged as a result of using the Services, such as messages or emails and any data the Customer submits to the Services from its designated software applications and stored on Customer’s behalf, including information obtained from students or their families, educational institutions, and government bodies.

“**Customer Personal Data**” means personal data, including Sensitive Data, contained in Customer Data.

“**End User**” means any user of the Services, including via any software application or other products and services provided by Customer and used in connection with Customer’s use of the Services under the Agreement. End Users may include students, family members of students, and authorized users at participating educational institutions and programs.

“**personal data**” means any data or other information relating to an identified or identifiable natural person (“**data subject**”) or as both terms are otherwise defined or interpreted under Applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or



one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“**processor**” means the entity which processes personal data on behalf of the controller or as otherwise defined or interpreted under Applicable Data Protection Law.

“**processing**” (and “**process**”) means any operation or set of operations performed on personal data, or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“**Security Incident**” means a confirmed accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data, or as otherwise defined in Applicable Data Protection Law.

“**Sensitive Data**” means an individual’s official identification number (social security number, passport number, driver’s license number, or similar identifier); (b) entire payment card (credit or debit card) or financial account number with access code or password; (c) genetic or health information; (d) biometric identifier; (e) racial, ethnic, political, or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (f) mother’s maiden name or date of birth; (g) criminal history; or (h) any other information or combinations of information that falls within the definition of “sensitive” or “special categories of data” under Applicable Data Protection Law.

“**Services**” means the products, services, and platforms provided by Terra Dotta or its Affiliates, as applicable, that Customer purchases or uses pursuant to an Agreement.

“**sub-processor**” means (a) Terra Dotta and its Affiliates, where Terra Dotta or its Affiliate is processing Customer Personal Data and Customer is a processor of such data or (b) any third-party processor engaged by Terra Dotta to process Customer Personal Data as a sub-processor of Terra Dotta in order to provide the Services to Customer.

“**Third Party Request**” means any lawful request, correspondence, inquiry, or complaint from a data subject, regulatory authority, or third party.

“**Terra Dotta Privacy Notice**” means the privacy notice for the Services, the current version of which is available upon request.

Any capitalized term not defined in this Section 1 will have the meaning provided in this Addendum or the Agreement, as applicable. References in this Addendum to Sections or Schedules are to sections or schedules of this Addendum.

2. Role of the Parties in Relation to Customer Personal Data. Customer and Terra Dotta acknowledge and agree that (a) Terra Dotta is a processor or sub-processor (acting on behalf of Customer) and (b) Customer may act as a processor on behalf of its End Users of Customer Personal Data. Terra Dotta’s processing of Customer Personal Data as a processor or sub-processor is set forth in Section 3 (Processing of Customer Personal Data as a Processor).



3. Processing of Customer Personal Data as a Processor

3.1 Terra Dotta as a Processor of Customer Personal Data. Customer and Terra Dotta agree that Terra Dotta will process Customer Personal Data as a processor or sub-processor, rather than as a controller. As a processor or sub-processor, Terra Dotta will process Customer Personal Data in accordance with Customer's instructions as set forth in Section 3.2 (Customer Instructions), any terms that Customer has accepted for certain Services or through Customer's use and configuration of certain features within the Services.

3.2 Customer Instructions. Customer appoints Terra Dotta as a processor or sub-processor to process Customer Personal Data on behalf of, and in accordance with, Customer's instructions, as set forth in the Agreement, this Addendum (including Schedule 1 (Details of Processing)), and as otherwise necessary to provide the Services to Customer, which includes providing recommendations or demonstrations of other Terra Dotta products, services, or features to Customer.

3.3 Lawfulness of Instructions. Customer will ensure that its instructions to process Customer Personal Data comply with Applicable Data Protection Law. If Customer is a processor of Customer Personal Data, Customer will ensure that the appointment of Terra Dotta as a sub-processor, and its instructions, have been authorized by the relevant controller. Customer acknowledges that Terra Dotta is neither responsible for determining which laws or regulations are applicable to Customer's business nor whether Terra Dotta's provision of the Services meets, or will meet, the requirements of such laws or regulations. Customer will ensure that Terra Dotta's processing of Customer Personal Data, where done in accordance with Customer's instructions, will not cause Terra Dotta to violate any applicable law or regulation, including Applicable Data Protection Law. Terra Dotta will inform Customer if it becomes aware, or reasonably believes, that Customer's instructions violate any applicable law or regulation, including Applicable Data Protection Law.

3.4 Additional Instructions. Additional instructions for the processing of Customer Personal Data outside the scope of the Agreement and this Addendum will be agreed to in writing between Customer and Terra Dotta, including any additional fees that may be payable by Customer to Terra Dotta to carry out such additional instructions.

4. Confidentiality

4.1 Responding to Third Party Requests. In the event any Third Party Request is made directly to Terra Dotta in connection with Terra Dotta's processing of Customer Personal Data as a processor or sub-processor, Terra Dotta will promptly inform Customer and provide details of such Third Party Request, to the extent legally permitted. Terra Dotta will not respond to any Third Party Request without Customer's prior consent, unless Terra Dotta is legally required to do so or to confirm that such Third Party Request relates to Customer. Where applicable, Terra Dotta will (a) require valid legal process (such as a subpoena, court order, search warrant, Mutual Legal Assistance Treaty request or letter rogatory) and (b) limit any Customer Personal Data provided as part of a Third Party Request to the minimum extent necessary and strictly for the required purpose of such Third Party Request.



4.2 Confidentiality Obligations of Terra Dotta Personnel. Terra Dotta will ensure that any person it authorizes to process Customer Personal Data has agreed to protect Customer Personal Data in accordance with Terra Dotta's confidentiality obligations in the Agreement.

5. Sub-Processors

5.1 Authorization for Sub-Processing. Customer hereby provides a general authorization for Terra Dotta to engage third-party sub-processors for the onward processing of Customer Personal Data that Terra Dotta processes as a processor or sub-processor, subject to the following requirements:

- (a) Terra Dotta will restrict its sub-processors' access to, and processing of, Customer Personal Data only to what is strictly necessary to provide the Services;
- (b) Terra Dotta agrees to impose contractual data protection obligations on its sub-processors, including appropriate technical and organizational measures, designed to protect Customer Personal Data in accordance with the standard required under Applicable Data Protection Law, and
- (c) Terra Dotta will remain liable for any breach of this Addendum that is caused by an act, error, or omission of its sub-processors.

5.2 Current Sub-Processors and Notification of Sub-Processor Changes. Terra Dotta maintains an up-to-date list of its sub-processors available upon request. With respect to any change in infrastructure providers of the Services, Terra Dotta will provide written notice to Customer as soon as reasonably practicable but not less than thirty (30) days prior to such change. With respect to any change in Terra Dotta's sub-processors that are not infrastructure providers of the Services, Terra Dotta will provide written notice to Customer as soon as reasonably practicable, but not less than ten (10) days prior to such change.

5.3 Objection Right for Sub-Processors. Customer may object to Terra Dotta's appointment of a new sub-processor or replacement of an existing sub-processor during the applicable notice period set forth in Section 5.2 (Current Sub-Processors and Notification of Sub-Processor Changes), provided such objection is in writing and based on reasonable grounds relating to data protection. In such an event, Customer and Terra Dotta agree to discuss commercially reasonable alternative solutions in good faith. If Customer and Terra Dotta cannot reach a resolution within the applicable notice period set forth in Section 5.2 (Current Sub-Processors and Notification of Sub-Processor Changes), Customer may discontinue the use of the affected Services by providing written notice to Terra Dotta. Any discontinued use of the affected Services will be without prejudice to any fees incurred by Customer prior to the discontinued use. If no objection has been raised by Customer prior to the end of the applicable notice period set forth in Section 5.2 (Current Sub-Processors and Notification of Sub-Processor Changes), Terra Dotta will deem Customer to have authorized the new sub-processor or updated sub-processor, as applicable.

6. Data Subject Rights. Terra Dotta provides Customer with a number of self-service features via the Services to delete, obtain a copy of, or restrict use of Customer Personal Data for which Terra Dotta is a processor or sub-processor. Customer may use these self-service features to assist in complying with its obligations under Applicable Data Protection Law with respect to responding to Third Party Requests from data subjects via the Services at no additional cost. Upon Customer's written request, Terra Dotta will



provide reasonable additional and timely assistance to Customer in complying with Customer's data protection obligations with respect to data subject rights under Applicable Data Protection Law to the extent Customer does not have the ability to resolve a Third Party Request from a data subject through self-service features made available via the Services.

7. Impact Assessments and Consultations. Terra Dotta will provide reasonable cooperation to Customer in connection with any data protection impact assessment (at Customer's expense only if such reasonable cooperation will require Terra Dotta to assign significant resources to that effort) or consultation with any regulatory authority that may be required under Applicable Data Protection Law.

8. Return or Deletion of Customer Personal Data. Terra Dotta will, in accordance with Section 6 (Duration of the Processing) of Schedule 1 (Details of Processing), delete or return to Customer any Customer Personal Data stored within the Services.

8.1 Extension of Addendum. Upon termination of the Agreement, Terra Dotta may continue to retain and store Customer Personal Data for the time periods set forth in Schedule 1 (Details of Processing), provided that Terra Dotta ensures that Customer Personal Data is processed only as necessary for the purposes set forth in Schedule 1 (Details of Processing) and remains protected in accordance with the terms of the Agreement, this Addendum, and Applicable Data Protection Law.

8.2 Retention Required by Law. Notwithstanding anything to the contrary in this Section 8, Terra Dotta may retain Customer Personal Data, or any portion of it, if required by applicable law or regulation, including Applicable Data Protection Law, provided such Customer Personal Data remains protected in accordance with the terms of the Agreement, this Addendum, and Applicable Data Protection Law.

10. Security

10.1 Security Measures. Terra Dotta has implemented, and will maintain, the technical and organizational security measures set forth in the Agreement designed to protect Customer Data, including Customer Personal Data. Additional information about Terra Dotta's technical and organizational security measures is set forth in Schedule 2 (Technical and Organizational Security Measures).

10.2 Determination of Security Requirements. Customer is responsible for reviewing the information Terra Dotta makes available regarding its data security, including its audit reports, and making an independent determination regarding whether the Services meet Customer's requirements and legal obligations, including its obligations under Applicable Data Protection Law. Customer is further responsible for properly configuring the Services and using features and functionalities made available by Terra Dotta to maintain appropriate security in light of the nature of Customer Data processed as a result of Customer's use of the Services.

10.3 Security Incident Notification. Terra Dotta will provide notification of a Security Incident in the following manner:

(a) Terra Dotta will notify Customer of any Security Incident involving Customer Personal Data that Terra Dotta processes as a processor or sub-processor, without undue delay, after Terra Dotta's discovery of a Security Incident;



(b) Terra Dotta will notify Customer of any Security Incident via email to the email address(es) designated by Customer in Customer's account.

Terra Dotta will provide reasonable assistance to Customer in the event that Customer is required under Applicable Data Protection Law to notify a regulatory authority or any data subjects impacted by a Security Incident.

11. Audits. Customer will have the following audit rights where Terra Dotta is acting as a processor or sub-processor of Customer Personal Data.

11.1 Terra Dotta's Audit Program. Terra Dotta uses external auditors to verify the adequacy of its technical and organizational security measures with respect to its processing of Customer Personal Data where Terra Dotta is a processor or sub-processor. Any audits are performed at least once per calendar year at Terra Dotta's expense by independent third-party security professionals selected by Terra Dotta and result in the generation of a confidential audit report ("Audit Report"). Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Terra Dotta will make available to Customer a summary copy of Terra Dotta's most recent Audit Report. Additionally, no more than once per calendar year, Terra Dotta will provide written responses, on a confidential basis, to Customer's reasonable request for information made in writing that is necessary to confirm Terra Dotta's compliance with this Addendum related to Terra Dotta's processing of Customer Personal Data as a processor or sub-processor.

11.2 Customer Audit. Customer agrees that only where any audit rights required under Applicable Data Protection Law cannot reasonably be satisfied through exercise of the rights set forth in Section 11.1 (Terra Dotta's Audit Program), Customer, or its authorized representatives, may conduct an audit (each, a "*Customer Audit*"), during the term of the Agreement, to assess Terra Dotta's compliance with the terms of this Addendum. To the extent Customer and Terra Dotta determine that the exercise of the rights set forth in Section 11.1 (Terra Dotta's Audit Program) does not satisfy the audit rights required under Applicable Data Protection Law, the Parties shall conclude a mutually agreed-upon audit plan that includes the following:

- (a) requires the use of an independent third-party auditor;
- (b) requires Customer to provide reasonable prior written notice to Terra Dotta regarding exercising its right under this Section 11.2 for a Customer Audit;
- (c) limits Customer's access to Terra Dotta-managed facilities and Terra Dotta personnel only during regular business hours;
- (d) requires Customer to pay Terra Dotta's then-current rates to assist with a Customer Audit;
- (e) limits the occurrence of a Customer Audit to no more than once per calendar year;
- (f) restricts Customer Audit findings to only Customer Personal Data that is relevant to Customer, where Terra Dotta is a processor or sub-processor; and
- (g) obligates Customer, to the extent permitted by law or regulation, to keep confidential any information gathered from a Customer Audit that, by its nature, should be confidential.



12. Specific Requirements

12.1 California Specific Terms. To the extent Terra Dotta processes personal information, as defined by the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. seq., as amended by the California Privacy Rights Act and its implementing regulation (collectively, “*CCPA*”), the terms set forth in Schedule 4 (California Specific Terms) will apply.

12.2 Cross Border Data Transfer Mechanisms. To the extent Customer’s use of the Services requires an onward transfer mechanism to lawfully transfer personal data from a jurisdiction (e.g., the European Economic Area, the United Kingdom, Switzerland, Guernsey, and Jersey) to Terra Dotta’s operations located outside of that jurisdiction (“*Transfer Mechanism*”), the terms set forth in Schedule 3 (Cross Border Transfer Mechanisms) will apply.

13. Miscellaneous

13.1 Compliance. Customer is responsible for ensuring that (a) it has complied, and will continue to comply, with Applicable Data Protection Law in its use of the Services and its own processing of personal data, and (b) it has, and will continue to have, the right to transfer, or provide access to, personal data to Terra Dotta for processing in accordance with the terms of the Agreement and this Addendum.

13.2 Conflict. In the event of any conflict or inconsistency among the following documents, the order of precedence will be as follows: (1) the applicable terms set forth in Schedule 4 (California Specific Terms); (2) the terms of this Addendum outside of Schedule 4 (California Specific Terms); (3) the Agreement; and (4) the Terra Dotta Privacy Notice. Any claims brought in connection with this Addendum will be subject to the terms, including, without limitation, the exclusions and limitations, set forth in the Agreement.

13.3 Entire Agreement. This Addendum supersedes data protection terms or terms relating to the processing of personal data previously agreed to between Customer and Terra Dotta.

13.4 Updates. Terra Dotta may update the terms of this Addendum from time to time upon at least thirty (30) days prior written notice to Customer. The then-current terms of this Addendum are available at <https://trust.terradotta.com/>.

Schedule 1

Details of Processing

Where applicable, this Schedule 1 will serve as Annex 1 to the EU Standard Contractual Clauses and UK International Data Transfer Agreement (both as defined in Schedule 3).

1. Categories of Data Subjects. Customer’s authorized users and End Users.

2. Categories of Customer Personal Data. Business contact details of authorized users included in Customer Account Data; Customer Personal Data on End Users including

Last Name



First Name
Middle Name
Email
Date of Birth
Gender
Confidentiality Indicator
Major 1 Description
Major 1 Code
Major 1 CIP Code
Major 2 Description
Major 2 Code
Major 2 CIP Code
Minor 1 Description
Minor 1 Code
Minor 2 Description
Minor 2 Code
Class Level
Academic Level
Expected Graduation Date
College/School of Enrollment 1
College/School of Enrollment 2
Current Credit Hours
Name Suffix
Preferred Name
Student ID Number
Academic Advisor
Country of Citizenship
Visa Status & Information
Cumulative GPA
Major Cumulative GPA
Ethnicity
Disability
International Student
Financial Hold
Academic Hold
Student Mobile Phone Number
Citizenship Status
Title
Campus Phone Number
Department
Address Line1
Address Line2
Address Line3
City
State
Province
Zip
Country



Phone Number
Addressee Name
Address Relationship
Vaccine Records

3. Sensitive Data or Special Categories of Data. Customer Personal Data may include Sensitive Data to be processed via the Services on End Users including official identifiers (passport and visa details for foreign travel and study); health-related information (vaccinations, medical and disability conditions); race, ethnicity, or national origin as disclosed in official identifiers or travel documents; payment card or financial account details in connection with payment transactions or financial guarantees, or other sensitive data. Customer is responsible for ensuring that consent and suitable safeguards are in place prior to transmitting or processing, or prior to permitting Customer's End Users to transmit or process, any Sensitive Data via the Services.

4. The Frequency of the Transfer: Continuous

5. Nature and Purpose of the Processing. Customer Personal Data will be subject to the following basic processing activities:

Terra Dotta, as a processor or sub-processor, will process Customer Personal Data in accordance with Customer's instructions as set forth in Section 3.2 (Customer Instructions).

6. Duration of the Processing. The period for which personal data will be retained by Terra Dotta and the criteria used to determine that period is as follows:

Customer Personal Data will be retained as long as necessary to fulfill the purposes for which such personal data was collected and/or received by Terra Dotta, as set forth in Section 6.1 and Section 6.2 of this Schedule 1.

6.1 Services. Prior to the termination of the Agreement, (a) Terra Dotta will process stored Customer Personal Data for the purposes set forth in Section 3.2 (Customer Instructions) until Customer elects to delete such Customer Personal Data via the Services and (b) Within thirty (30) days following termination of the Agreement, Terra Dotta will (i) permit Customer to export Customer Personal Data using the export capabilities of the Software ; (ii) will provide Additional Services at Terra Dotta's then-current rates to transition data to Customer, as indicated by Customer at the time of termination and (iii) automatically delete any stored Customer Personal Data on Terra Dotta's back-up systems thirty (30) days after the termination effective date. Any Customer Personal Data archived on Terra Dotta's back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable law or regulation, including Applicable Data Protection Law.

Schedule 2

Technical and Organizational Security Measures

The full text of Terra Dotta's technical and organizational security measures to protect Customer Data, including Customer Personal Data, is available at <https://trust.terradotta.com/>.



Where applicable, this Schedule 2 will serve as Annex II to the EU Standard Contractual Clauses and the Table 3 of the UK International Data Transfer Agreement.

The information security policies are available <https://trust.terradotta.com/>

provide more information about Terra Dotta's technical and organizational security measures.

Schedule 3

Cross Border Data Transfer Mechanisms

1. Definitions

- “*EEA*” means the European Economic Area, including the European Union.
- “*EU Standard Contractual Clauses*” mean the Standard Contractual Clauses approved by the European Commission in decision 2021/914.
- “*UK International Data Transfer Agreement*” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022.
- “*Data Privacy Framework*” means the EU-US and/or Swiss-US Data Privacy Framework self-certification program operated by the U.S. Department of Commerce.
- “*Data Privacy Principles*” means the Data Privacy Framework principles (as supplemented by the Supplemental Principles).

2. Cross Border Data Transfer Mechanisms

2.1 Order of Precedence. In the event the Services are covered by more than one Transfer Mechanism, the transfer of personal data will be subject to a single Transfer Mechanism, as applicable, and in accordance with the following order of precedence: (a) the Data Privacy Framework set forth in Section 2.2 (Data Privacy Framework) of this Schedule 3; (b) the EU Standard Contractual Clauses set forth in Section 2.4 (EU Standard Contractual Clauses) of this Schedule 3; (c) the UK International Data Transfer Agreement set forth in Section 2.5 (UK International Data Transfer Agreement) of this Schedule 3; and, if neither (a) nor (b) nor (c) is applicable, then (e) other applicable data Transfer Mechanisms permitted under Applicable Data Protection Law.

2.2 EU Standard Contractual Clauses. The EU Standard Contractual Clauses will apply to personal data that is transferred via the Services from the EEA, Switzerland, Guernsey, or Jersey, either directly or via onward transfer, to any country or recipient outside the EEA, Switzerland, Guernsey, or Jersey that is not recognized by the relevant competent authority as providing an adequate level of protection for personal data. For data transfers that are subject to the EU Standard Contractual Clauses, the EU Standard Contractual Clauses will be deemed entered into, and incorporated into this Addendum by this reference, and completed as follows:



(a) Module Two (Controller to Processor) of the EU Standard Contractual Clauses will apply where Customer is a controller of Customer Personal Data, and Terra Dotta is processing Customer Personal Data pursuant to Section 4 (Processing of Customer Personal Data as a Processor); and

(b) Module Three (Processor to Processor) of the EU Standard Contractual Clauses will apply where Customer is a processor of Customer Personal Data, and Terra Dotta is processing Customer Personal Data pursuant to Section 4 (Processing of Customer Personal Data as a Processor);

(c) For each Module, where applicable:

(i) in Clause 7 of the EU Standard Contractual Clauses, the optional docking clause will not apply;

(ii) in Clause 9 of the EU Standard Contractual Clauses, Option 2 will apply and the time period for prior written notice of sub-processor changes will be as set forth in Section 5.2 (Current Sub-Processors and Notification of Sub-Processor Changes);

(iii) in Clause 11 of the EU Standard Contractual Clauses, the optional language will not apply;

(iv) in Clause 17 (Option 1), the EU Standard Contractual Clauses will be governed by Irish law;

(v) in Clause 18(b) of the EU Standard Contractual Clauses, disputes will be resolved before the courts of Ireland;

(vi) in Annex I, Part A of the EU Standard Contractual Clauses:

Data Exporter: Customer

Contact details: The email address(es) designated by Customer in Customer's account via its notification preferences.

Data Exporter Role: The Data Exporter's role is set forth in Section 3 (Processing of Customer Personal Data as a Processor).

Signature and Date: By entering into the Agreement, Data Exporter is deemed to have signed these EU Standard Contractual Clauses incorporated herein, including their Annexes, as of the effective date of the Agreement.

Data Importer: Terra Dotta Inc.

Contact details: Terra Dotta Privacy - privacy@Terra Dotta.com

Data Importer Role: The Data Importer's role is set forth in Section 3 (Processing of Customer Personal Data as a Processor).

Signature and Date: By entering into the Agreement, Data Importer is deemed to have signed these EU Standard Contractual Clauses, incorporated herein, including their Annexes, as of the effective date of the Agreement;

(vii) in Annex I, Part B of the EU Standard Contractual Clauses:



The categories of data subjects are set forth in Section 1 (Categories of Data Subjects) of Schedule 1 (Details of Processing).

The Sensitive Data transferred is set forth in Section 3 (Sensitive Data or Special Categories of Data) of Schedule 1 (Details of Processing).

The frequency of the transfer is a continuous basis for the duration of the Agreement.

The nature and purpose of the processing is set forth in Section 5 (Nature and Purpose of the Processing) of Schedule 1 (Details of Processing).

The period for which the personal data will be retained is set forth in Section 6 (Duration of the Processing) of Schedule 1 (Details of Processing).

For transfers to sub-processors, the subject matter, nature, and duration of the processing is set forth at <https://trust.terradotta.com/>;

(viii) in Annex I, Part C of the EU Standard Contractual Clauses: The Irish Data Protection Commission will be the competent supervisory authority; and

(ix) Schedule 2 (Technical and Organizational Security Measures) serves as Annex II of the EU Standard Contractual Clauses.

2.3 UK International Data Transfer Agreement. Customer and Terra Dotta agree that the UK International Data Transfer Agreement will apply to personal data that is transferred via the Services from the United Kingdom, either directly or via onward transfer, to any country or recipient outside of the United Kingdom that is not recognized by the competent United Kingdom regulatory authority or governmental body for the United Kingdom as providing an adequate level of protection for personal data. For data transfers from the United Kingdom that are subject to the UK International Data Transfer Agreement, the UK International Data Transfer Agreement will be deemed entered into, and incorporated into this Addendum by this reference, and completed as follows:

(a) In Table 1 of the UK International Data Transfer Agreement, Customer's and Terra Dotta's details and key contact information are set forth in Section 2.4(e)(vi) of this Schedule 3;

(b) In Table 2 of the UK International Data Transfer Agreement, information about the version of the Approved EU SCCs, modules, and selected clauses, which the UK International Data Transfer Agreement is appended to, are set forth in Section 2.3 (EU Standard Contractual Clauses) of this Schedule 3;

(c) In Table 3 of the UK International Data Transfer Agreement:

(i) The list of Parties is set forth in Section 2.4(e)(vi) of this Schedule 3.

(ii) The description of the transfer is set forth in Section 5 (Nature and Purpose of the Processing) of Schedule 1 (Details of the Processing).

(iii) Annex II is located in Schedule 2 (Technical and Organizational Security Measures).

(iv) The list of sub-processors is available at <https://trust.terradotta.com/>; and



(d) In Table 4 of the UK International Data Transfer Agreement, both the Importer and the Exporter may end the UK International Data Transfer Agreement in accordance with the terms of the UK International Data Transfer Agreement.

2.5 Application of EU Standard Contractual Clauses. The EU Standard Contractual Clauses apply to all Customer Personal Data that is transferred from or accessed remotely from outside any country whose data protection laws or regulations require an adequacy means for the international transfer or access. The required adequacy means can be met by entering into the EU Standard Contractual Clauses, either directly or via onward transfer to any country or recipient, in each case, where such transfer or access would be prohibited under Applicable Data Protection Law in the absence of the EU Standard Contractual Clauses. The EU Standard Contractual Clauses must be slightly modified (e.g., in terms of terminology) to ensure that this entire Addendum applies to all parties, regardless of the location of the parties, whether within or outside the EEA, Switzerland, Guernsey, or Jersey. Such modifications, however, do not apply for data transfers governed by EEA, Switzerland, Guernsey, or Jersey data protection laws or regulations.

2.7 Conflict. To the extent there is any conflict or inconsistency between the EU Standard Contractual Clauses or UK International Data Transfer Agreement and any other terms in this Addendum, including Schedule 4 (California Specific Terms), the Agreement, or the Terra Dotta Privacy Notice, the provisions of the EU Standard Contractual Clauses or UK International Data Transfer Agreement, as applicable, will prevail.

Schedule 4

California Specific Terms

1. The following terms apply where Terra Dotta is processing Customer Personal Data subject to the CCPA as a processor pursuant to Section 4 (Processing of Customer Personal Data as a Processor) and acting as a “service provider”:

(a) The term “*personal information*”, as used in this Schedule 4, will have the meaning provided in the CCPA;

(b) Terra Dotta will process any personal information contained in Customer Personal Data only for the business purposes set forth in the Agreement, including the purpose of processing and processing activities set forth in this Addendum (“*Purpose*”). Where acting as a service provider, Terra Dotta will not sell or share personal information contained in Customer Personal Data or retain, use, or disclose such data (a) for any purpose other than the Purpose, including retaining, using, or disclosing the data for a commercial purpose other than the Purpose, or as otherwise permitted under the CCPA or (b) outside of the direct business relationship between Customer and Terra Dotta;

(c) Terra Dotta will (a) comply with obligations applicable to it where it acts as a service provider under the CCPA and (b) provide personal information with the same level of privacy protection as is required under the CCPA. Customer is responsible for ensuring that it has complied, and will continue to comply, with the requirements of the CCPA in its use of the Services and its own processing of personal information;



(d) Customer will have the right to take reasonable and appropriate steps to help ensure that Terra Dotta uses personal information in a manner consistent with Customer's obligations under the CCPA;

(e) Terra Dotta will notify Customer if it makes a determination that it can no longer meet its obligations as a service provider under the CCPA;

(f) Upon notice, Customer will have the right to take reasonable and appropriate steps in accordance with the Agreement to stop and remediate unauthorized use of personal information;

(g) Terra Dotta will provide reasonable additional and timely assistance to assist Customer in complying with its obligations with respect to consumer requests as set forth in the Agreement;

(h) For any sub-processor used by Terra Dotta to process personal information subject to the CCPA, Terra Dotta will ensure that Terra Dotta's agreement with such sub-processor complies with the CCPA, including, without limitation, the contractual requirements for service providers and contractors;

(i) Terra Dotta will not combine Customer Personal Data that it receives from, or on behalf of, Customer, with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, unless such combination is required to perform any business purpose as permitted under the CCPA, including any regulations thereto, or by regulations adopted by the California Privacy Protection Agency; and

(j) Terra Dotta certifies that it understands and will comply with its obligations under the CCPA.

2. Terra Dotta acknowledges and confirms that it does not receive personal information contained in Customer Personal Data as consideration for any Services provided to Customer.

Each person signing below for a party represents that he or she is duly authorized to execute this Addendum on behalf of such party.

[Signatures found on the following page]



Addendum A Signatures:

Terra Dotta, LLC
 Signed by:
 By: *Amanda Powers*
2083928CC6FE44B...
 Name: Amanda Powers
 Title: Chief Financial Officer
 Date: 2/24/2026

Prairie View A & M University
 By: *Robert Hall*
 Name: Robert Hall
 Title: Director, Procurement and Contract Admin
 Date: 3/2/2026 | 12:09 PM CST

Terra Dotta, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____



ADDENDUM B
TERMS OF SERVICE

1. SERVICES GENERALLY.

(a) The term “**Software**” means Terra Dotta’s proprietary software identified in the Signature Page and made available to Client on a hosted basis as part of the Service, all user manuals, guides, and other documentation for the Software (“**Documentation**”) made available to Client, and all updates and new versions of all such items. Terra Dotta may provide or perform certain parts of the Service through third-party vendors and subcontractors, including third-party technology hosting facilities.

(b) Terra Dotta will provide the Service to Client during the Term, subject to the terms herein and elsewhere in the Agreement. Client may use and access the Service and Software solely through one or more Terra Dotta-designated web sites (“**Sites**”). Client’s rights to use the Service are non-exclusive, non-transferable, and non-assignable. Client agrees to comply with all applicable federal, state, local, and foreign laws, rules, and regulations in connection with its use of the Service, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(c) The Service may be used and accessed for Client’s own purposes and only by: (i) Client’s employees and authorized agents and Client’s independent contractors while doing work for Client, (ii) students enrolled at Client or in a program associated with Client, and (iii) other persons interested in enrolling at Client or in a program associated with Client, each using the Service for its intended purpose ((i), (ii), and (iii) users together, the “**Authorized Users**”). Independent contractors may use the Service only for the benefit of Client and not for their own or any other company’s business operations.

(d) Client acknowledges that Terra Dotta maintains Terms of Use for the Service, located at <http://www.terradotta.com/terms-of-use.html> (the “**Terms of Use**”), and that Authorized Users will be required to accept the Terms of Use. Client will not take any steps to hinder or prevent Authorized Users from accepting the Terms of Use, or to restrict Terra Dotta’s enforcement of the Terms of Use with respect to Authorized Users. For clarity, nothing in the Terms of Use will modify the terms of the Agreement, and in the event of any conflict between the Terms of Use and the terms of the Agreement as applied to Client’s employees, authorized agents, and any independent contractors, the terms of the Agreement shall apply.

(e) Terra Dotta will use commercially reasonable efforts to make the Service available on a 24 hours a day, 7 days a week, and 365 days a year basis, excluding downtime for maintenance purposes.

(f) Terra Dotta regularly changes and enhances the Service and may modify the Service from time to time without notice to Client; provided, that if any modification causes a material reduction in the efficacy of the Service, Terra Dotta will notify Client as soon as practicable.

(g) Terra Dotta may from time to time provide as part of the Service interfaces to different third party software, systems, databases, and services (collectively, “**Third-Party Systems**”) for the convenience of Client. Terra Dotta reserves the right to charge additional fees for providing and supporting interfaces to Third-Party Systems selected by Client. Unless otherwise agreed in writing by Terra Dotta, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for Terra Dotta to deliver any interfaces to Third-Party Systems that are utilized by Client. Terra Dotta



assumes no obligation or liability for: (i) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (ii) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. Client further acknowledges and agrees that Terra Dotta may, without penalty or liability, terminate, suspend, or block any Third-Party Services or any individual Authorized User's use or access to Third-Party Services if Terra Dotta believes in good faith that such use or access will have an adverse effect on Terra Dotta, the Service, or the Software.

2. CLIENT RESPONSIBILITIES.

(a) Client agrees that all user information provided to Terra Dotta by Client and Authorized Users, whether for purposes of obtaining a user name and password or otherwise, will be accurate and complete in all respects. Client further acknowledges that it is solely responsible for maintaining the confidentiality of its Authorized Users' user names and passwords. Only one individual may access the Service at the same time using the same user name and password. Client agrees to notify Terra Dotta immediately of any actual or suspected unauthorized use of any Authorized User's email address, user name, or password, or any other actual or suspected breach of security regarding the Service of which Client becomes aware. Client shall be fully responsible for use of the Service by Authorized Users and their compliance with the terms of the Agreement.

(b) Client is responsible for any violation of the Agreement or the Terms of Use by Authorized Users. Client agrees to promptly notify Terra Dotta if Client becomes aware of any actual or suspected Authorized User's breach of the Agreement or the Terms of Use.

(c) Client is solely responsible for the accuracy and sufficiency of information and materials input or delivered by Client or its Authorized Users as part of the Service (the "**Client Data**"), and acknowledges that Terra Dotta has no responsibility or intent to review or monitor any Client Data. Client understands and agrees Terra Dotta has no liability for any Client Data lost or destroyed while Client or its Authorized Users access and/or use the Service.

(d) Client will provide Terra Dotta with cooperation, information, resources, access to Client-owned and licensed systems, as outlined in the Agreement, and any applicable exhibit, addendum, or Statement of Work, and as reasonably requested from time to time by Terra Dotta as necessary for Terra Dotta to perform its obligations under the Agreement. Terra Dotta is not responsible or liable for any delays or failures to perform based on Client's failure to provide any of the foregoing items.

(e) Client understands that successful use of the Service is dependent on Client's use of proper procedures and systems. Client shall be solely responsible for all decisions made using the Service, and acknowledges and agrees that the Service is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

3. TERMINATION.

(a) Either party may terminate the Agreement if the other party materially breaches the Agreement and such breach is not cured within thirty (30) days after written notice.

(b) Either party may terminate the Agreement if: (i) the other party ceases to carry on business;



(ii) the other party is insolvent or is otherwise generally not paying its debts as they become due; or (iii) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(c) For the avoidance of doubt, neither party may terminate the Agreement for convenience. If Client terminates the Agreement for convenience, or if Terra Dotta terminates the Agreement due to Client's material breach, then all fees that would have come due under the Agreement shall become due and payable to Terra Dotta upon receipt of an invoice from Terra Dotta. The parties acknowledge that Terra Dotta's actual damages arising from such termination would be difficult to determine with accuracy and the parties agree that the payment obligation in the prior sentence is a reasonable estimate of Terra Dotta's damages and not a penalty.

(d) Nothing in this Section will limit Terra Dotta's rights under the Terms of Use to terminate, suspend, or block any individual Authorized User's use of all or part of the Service if Terra Dotta believes in good faith that such Authorized User has breached the Terms of Use.

(e) Within 30 days following termination of the Agreement, Terra Dotta will permit Client to export Client Data using the export capabilities of the Software or will provide Additional Services at Terra Dotta's then-current rates to transition data to Client, as indicated by Client at the time of termination. On or about thirty (30) days after termination, Terra Dotta will destroy Client Data in a manner consistent with industry best practice techniques.

4. FEES.

(a) Client shall pay Terra Dotta the amounts set forth in the Agreement and in any Statement of Work in accordance with the terms set forth herein. Unless otherwise set forth in the Agreement or a Statement of Work, Service subscription fees are payable in advance and all invoices will be due within thirty (30) days after invoice date. Late payments will be subject to interest at the rate of twelve percent (12%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, Terra Dotta reserves the right to suspend Client's access to all or any part of the Service without liability to Terra Dotta, until payment is made in full. All payments shall be made in United States dollars and are non-refundable. Terra Dotta does not accept credit card payments. Client agrees to reimburse Terra Dotta for reasonable out-of-pocket expenses pre-approved in writing by Client.

(b) If Client claims tax-exempt status for any purpose in connection with the Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Terra Dotta upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on the Agreement, excluding taxes based on Terra Dotta's net income.

5. INTELLECTUAL PROPERTY.

(a) Client agrees that Terra Dotta and its third party licensors own all right, title, and interest, including copyright, patent, trade secret, and all other intellectual property rights, (i) in the Service, the Software, and the Sites, including but not limited to structure, organization, design, algorithms, templates, data models, flow charts, logic flow, screen displays, and report formats associated therewith; and (ii) in



and to any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by Client or Authorized Users relating to the Service, Software, or the Sites (without additional consideration beyond initial access to the Sites). Terra Dotta reserves all rights to the Service and Software not specifically granted herein. All Client Data shall remain the exclusive property of its owner.

(b) Client will not: (i) reverse engineer, decompile or disassemble the Software, and will not otherwise attempt to reconstruct or discover the source code or underlying algorithms for the Software; (ii) provide, lease, lend, rent, sell, or use for timesharing, service bureau, or hosting purposes or otherwise use or allow others to use the Service or Software for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any of the Software or Service.

(c) Client hereby grants to Terra Dotta, during the Term, an irrevocable, royalty-free right and license to use for the purposes specified in the Agreement all Client Data and other materials, software, and data provided by Client to Terra Dotta in connection with the Agreement.

(d) If any third-party action, suit, or proceeding is brought against Client which alleges that the Service infringes any third party copyright or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, or if an injunction or order is obtained against the use of the Service due to infringement allegations, or if the Service is likely to become the subject of such an injunction or order, Terra Dotta shall defend, indemnify and hold Client harmless from any judgments, damages, costs, or expenses (including reasonable attorney's fees). Terra Dotta has the right at its sole option and expense to: (i) modify or replace the Service to be non-infringing while preserving substantially similar functionality of the original Service; (ii) obtain the right to continue providing the Service; or (iii) if (i) and (ii) are commercially impracticable, terminate the infringing Service and refund to Client the fees paid to Terra Dotta for the Service in advance, pro-rated to reflect prior usage of the Service, provided that (i) Client notifies Terra Dotta promptly in writing of the claim, (ii) Terra Dotta has sole control of the defense and all related settlement negotiations, and (iii) Client provides Terra Dotta with all commercially reasonable assistance, information and authority to perform the above at Terra Dotta's expense. The foregoing indemnity shall not apply if the alleged infringement is attributable to: (i) the combination of the Service with any products not provided by Terra Dotta (including Third-Party Services) if the alleged infringement would not exist but for such combination, (ii) if the Service is modified or altered by any person or entity other than Terra Dotta, (iii) if the Service is used outside the scope of the Agreement, or (iv) written specifications or requirements provided by Client to Terra Dotta. **THIS SECTION STATES TERRA DOTTA'S SOLE LIABILITY TO CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.**

(e) Except to the extent Client is legally prohibited from indemnifying Terra Dotta, Client, at its expense, shall defend or at its option settle any third-party action, suit, or proceeding brought against Terra Dotta which alleges that any Client Data infringes any third party copyright or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, or otherwise violates any third party rights, and shall pay damages awarded against Terra Dotta and any settlement amount agreed by Client, provided that (i) Terra Dotta notifies Client promptly in writing of the claim, (ii) Client has sole control of the defense and all related settlement negotiations, and (iii) Terra Dotta provides Client with all commercially reasonable assistance, information, and authority to perform the above at Client's expense.



6. CONFIDENTIALITY.

(a) “Confidential Information” means any information or data, including without limitation, any formula, pattern, compilation, program, device, method, technique, or process, that is identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to the Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality. Confidential Information of Terra Dotta includes, but is not limited to, the terms of the Agreement; the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; the Documentation; and Terra Dotta’s pricing, sales and training materials and procedures. Confidential Information of Client includes (i) student education records as protected by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i), (ii) protected health information as protected by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) (“HIPAA”), and (iii) with respect to individuals that hold legal or resident status in the European Economic Area (“EEA”), or have rights afforded to them in the EEA, the processing of personal data and the free movement of such data, shall be as provided for under GDPR (as defined in the GDPR Data Processing Addendum), as each may be amended from time to time. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of the Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records.

(b) Except as required by law, a receiving party agrees, except as expressly authorized by the Agreement, not to, directly or indirectly, use, disclose, copy, or allow a third party access to the Confidential Information, except for third-party contractors and service providers working for the receiving party under terms of confidentiality substantially the same as the confidentiality terms herein. If a disclosure of Confidential Information is required by law, the required party shall use its best efforts to inform the other party prior to any such required disclosure so that the other party may seek a protective order or other remedy, and the required party shall reasonably assist the other party therewith. If the required remains legally compelled to make such disclosure, it shall only disclose that portion of the confidential information that, in the written opinion of its legal counsel, the required party is required to disclose.

(c) Notwithstanding anything to the contrary herein, Client agrees that Terra Dotta may: (i) derive and compile from the provision of the Service certain de-identified, aggregate, and/or analytical data, which shall not contain any Client-specific or any individually identifying information, and (ii) use this data for Terra Dotta’s own purposes and without restriction, including, but not limited to, using the data in conjunction with data from other sources to improve Terra Dotta’s products and services and create new data models and products.

(d) Each party acknowledges and agrees that any violation of this Section or the intellectual property rights of Terra Dotta may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to seek preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.



(e) Upon the termination of the Agreement, the receiving party will return to the disclosing party or destroy, and certify such destruction to the disclosing party, all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party. Notwithstanding the foregoing, the parties shall not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with a party's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup shall be subject to the terms and conditions of the Agreement.

7. DATA PROTECTION AND SECURITY.

(a) In the course of providing the Service, Terra Dotta may have access to Client Data that contain student education records as defined under FERPA. To the extent that FERPA applies to the Service, the parties agree that, for the purposes of the Agreement, Terra Dotta is a "school official" under FERPA. Terra Dotta agrees that it shall use Client Data that may contain student education records solely as allowed by the Agreement. To the extent applicable, Client, for itself and any Authorized Users, shall be the sole data controller and responsible for complying with all applicable data protection or similar laws such as GDPR and laws that regulate the processing of personal data and special categories of data as such terms are defined in under GDPR. Client agrees to obtain all necessary consents and make all necessary disclosures before providing personal data via the Service.

(b) Client shall, for itself and on behalf of any Authorized Users, comply with all applicable local, state, federal and foreign laws in connection with its use of the Service, including, but not limited to, those laws related to data privacy, international communications, and the transmission of technical or personal data. Client shall immediately provide Terra Dotta with copies of all communications with any governmental, regulatory, or industry authority relating to the Service or the violation of any laws related to the Service.

(c) Terra Dotta will use commercially reasonable administrative, technical, and physical security measures to maintain the confidentiality of Client Data. Access to Client Data by Terra Dotta will be limited to Terra Dotta personnel with a need to know.

(d) Terra Dotta will maintain an information security program, including security policies, standards and procedures (collectively, "**Information Security Policy**"). All Terra Dotta personnel will undergo training on the Terra Dotta Information Security Policy. Terra Dotta will perform an independent, external security evaluation, audit, or review on a regular basis (but no less than annually).

(e) In the event Terra Dotta becomes aware that an unauthorized person has accessed Client Data or a security breach has occurred affecting Client Data held in the Service, Terra Dotta will promptly (within one business day) notify Client of the breach and take steps to limit and mitigate such breach to the extent possible.

(f) Unless otherwise agreed in writing by Terra Dotta, Terra Dotta is not obligated to provide access to data held in the Service regarding Authorized Users except through tools and features generally made available through the Service.



8. WARRANTIES AND DISCLAIMERS.

(a) Each party warrants that it has full authority to enter into the Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) Terra Dotta warrants that the Service will substantially conform to the Documentation provided in connection with the Service. Client's sole and exclusive remedy for breach of this warranty is for Terra Dotta to use commercially reasonable efforts to cause the Service to conform in accordance with the support and maintenance terms of the Agreement.

(c) Client represents and warrants that all Client Data provided to Terra Dotta in connection with Client's use of the Sites and the Service: (i) is owned by Client, or Client has the full right to provide Client Data to Terra Dotta; (ii) does not infringe or misappropriate any copyright, trademark, trade secret, or other intellectual property right; (iii) does not violate any person's right of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory, or libelous material. Client further represents and warrants that its use of Client Data on the Sites or in connection with the Service is not in breach of any confidentiality obligation that Client has to any other person or entity.

(d) Terra Dotta does not warrant that the Service will operate uninterrupted or error-free. To the extent that data is being transmitted over a cell phone network, the Internet or Client's network, Client acknowledges that Terra Dotta has no control over the functioning of the Internet, or any phone, cellular, or other non-Terra Dotta network and Terra Dotta makes no representations or warranties of any kind regarding the performance of any such networks. **EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, TERRA DOTTA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

9. LIABILITY; INSURANCE.

(a) Client agrees that the aggregate liability of Terra Dotta and its suppliers relating to the Agreement and the Service shall be limited to the amount of fees actually received by Terra Dotta from Client under the Agreement during the one-year period immediately preceding the event which gave rise to the claims. In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary, or punitive damages or any lost sales, profits, or data, even if such party is told that any of such damages may occur. Any action by either party must be brought within one (1) year after the cause of action arose.

(b) Terra Dotta, at its own cost and expense, shall obtain and maintain in force during the Term, the following insurance coverage issued by insurance companies with an A.M. Best rating of "A" or better or the functional equivalent: (i) a policy of commercial general liability insurance to afford protection to the limit of \$1,000,000 with respect to bodily injury or death and \$2,000,000 of general aggregate and products liability; (ii) a policy of Technology Errors & Omissions liability insurance which includes cyber liability coverage with a minimum limit of \$5,000,000; (iii) if an automobile is to be used by Terra Dotta in performing Additional Services for Client, a policy of comprehensive automobile liability insurance



covering the operation of all automobiles used in connection with the performance of the Agreement with such policy to afford protection to the limit of \$1,000,000 with respect to bodily injury, death, or property damage for any one accident; and (iv) a policy of Worker's Compensation insurance covering all officers, employees or agents of Terra Dotta who are in any way engaged in or connected with the performance of services for Client and Employers Liability insurance in the amount of \$500,000.

10. OTHER PROVISIONS.

(a) The parties are independent contractors, and nothing in the Agreement shall be construed as creating a joint venture, partnership, agent, or employment relationship between Terra Dotta and Client.

(b) Any notice or other communication required or permitted in the Agreement shall be in writing and delivered to the addresses listed on the Signature Page either: (i) by personal delivery; (ii) by certified mail; or (iii) by recognized express courier, and shall be effective upon receipt.

(c) Neither Client nor Terra Dotta may assign or otherwise transfer the Agreement without the prior written consent of the other party, except that such consent shall not be necessary in connection with the sale of all or substantially all of Terra Dotta's business or portion of Terra Dotta's business to which the Agreement relates, so long as such acquirer is not a competitor of Client. Any permitted assignee must agree in writing to the terms of the Agreement.

(d) The Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by the Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(e) Each party shall attempt in good faith to resolve any controversy, claim, or dispute of whatever nature arising out of or relating to the Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' normal project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(f) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot, or other act of civil disobedience, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather, or other act of God, or failure of telecommunication or internet service providers.

(g) Neither the Service, Software, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.

(h) There are no intended third-party beneficiaries of the Agreement, and nothing in the



Agreement may be relied upon by, or shall benefit, any party other than Terra Dotta and Client.

(i) If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

(j) Terra Dotta is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or protected veteran status and will not be discriminated against on the basis of disability. To the extent applicable, each party will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.



ADDENDUM C **PRIVACY POLICY**

1. INTRODUCTION.

Your privacy is important to you...and to us. So we'll protect the information you share with us.

This Privacy Policy relates to the personal information that Terra Dotta, LLC (“**Terra Dotta**”) receives and collects through your access and use of (i) any websites we own, control, or otherwise operate, including without limitation, <http://terraddotta.com> (collectively “**Sites**”), and (ii) hosted software services, applications, resources, content, and material provided by Terra Dotta (the “**Services**”).

In addition, please review our Terms of Use which governs your use of the Sites and Services. By using the Sites and Services, or by clicking to accept or agree to our Privacy Policy when this option is made available to you, you acknowledge that you have read and understood this Privacy Policy and the Terms of Use and accept our collection, use, and disclosure of your information and data, and other activities, as described below. If you do not agree to the terms of this Privacy Policy, please do not use the Sites or Services.

This Privacy Policy does not impact or change any of the privacy policies, terms, and/or agreements between you and any educational institution and other organizations that purchased the Services (“**Customers**”). We encourage you to review any applicable institutional privacy policies, terms, and agreements to see how your personal information may be used or disclosed by that institution.

2. PRIVACY SHIELD PARTICIPATION.

Terra Dotta participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. The Privacy Shield Framework relates to the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern with respect to personal information transferred from the European Union and Switzerland to the United States. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

With respect to personal information received or transferred pursuant to the Privacy Shield Framework, Terra Dotta is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (“**FTC**”). For more information on how Terra Dotta processes personal data subject to GDPR, please review our Data Processing Agreement found at <https://www.terraddotta.com/GDPR.html>.

3. NOTICE OF INFORMATION COLLECTED AND USE.

We will inform you when we need information that personally identifies you (personal information) or allows us to contact you or provide you with the Services. Generally, this information is requested when you register for the Services or when you fill out our contact form on our main Site, or sign up for our newsletter or a webinar.

Terra Dotta may receive certain information about you from Customers during the implementation and provision of Services. For example, Customers may provide basic student or staff information, manually or through integration with student information or human resource systems, when they are setting up the Services for their use.



You may be able to log into the Services using single sign-on providers or single sign-on features of other products. These products will authenticate your identity and may share certain personal information with us such as your name and email address.

We use various methods and technologies to store or collect usage information (“**Tracking Technologies**”). A few of the Tracking Technologies used with the Sites and Services, include, without limitation, cookies, web beacons, embedded scripts, browser fingerprinting, entity tags, UTM codes (i.e., a code that you can attach to a custom URL in order to track a source, medium, and campaign name), and recognition technologies that make assumptions about users and devices. We use Tracking Technologies for a variety of purposes, including:

- **Strictly Necessary.** We use Tracking Technologies that we consider are strictly necessary to allow you to use and access the Sites and Services, including cookies required to prevent fraudulent activity, improve security, or allow you and our Customers to make use of the Services functionality.
- **Performance Related.** We use Tracking Technologies that are useful in order to assess the performance of the Sites and Services, including as part of our analytic practices or otherwise to improve the content, ads, products, or services offered through the Sites and Services.
- **Functionality Related.** We use Tracking Technologies that are required to offer you enhanced functionality when accessing the Sites and Services, including identifying you when you use the Services or keeping track of your specified preferences.
- **Targeting Related.** We use Tracking Technologies to deliver content, which may include ads, including those promoted by our Customers, that we deem relevant to your interests and third-party services based on how you interact with our advertisements and/or content. This includes using Tracking Technologies to understand the usefulness to you of the content and ads that have been delivered to you.
- **Analytics.** We use third party analytics tools, including but not limited to Google Analytics, that help us understand how users engage with the Sites and Services. Like many services, these analytic tools use first-party cookies to track user interactions, as in our case, where they are used to collect information about how users use the Sites and Services. This information is, among other reasons, used to compile reports and to help us improve the Sites and Service. In most instances, the reports disclose website trends without identifying individual visitors. You can opt out of being subjected to any of our analytic tools without affecting how you visit the Sites and Services. Further, third parties may use Tracking Technologies in connection with the Services, which may include the collection of information about your online activities over time and across third-party websites or online services as well as across your devices. We do not control those Tracking Technologies and we are not responsible for them. However, you accept that you will encounter third-party Tracking Technologies in connection with use of the Services and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties.



After you sign up for the Services (subject to your consent where required by applicable law), we may send you text messages as part of a two-part authentication process. In addition, we and/or our Customers may send you text messages that provide marketing, promotional, and/or other information. We, our third-party service providers, and Customers use a variety of technologies that automatically (or passively) store or collect certain information whenever you we and/or our Customers send you a text message. This information will be stored or accessed using a variety of technologies that will be downloaded to your mobile device whenever you receive a text message.

In connection with use of the Services we may use location-based services in order to verify your location and, if we deem appropriate, deliver relevant content and ads based on your location. We also share your location with third parties (as set out below) as part of the location-based services we offer and for other commercial purposes. You can change the settings on your device to prevent it from providing us with such information. This location data is collected in a form that personally identifies you and will be used by us, our Customers, and our partners and licensees to provide and improve the Services or for other commercial purposes. You should consider the risks involved in disclosing your location information and adjust your mobile and browser settings accordingly.

Specific to our AlertTraveler mobile application, Terra Dotta will capture your GPS location to an accuracy of within 5 meters. This information is only updated under two conditions: (i) you move more than 25 km, or (ii) you have not updated your location within 24 hours. The capture of your location information is controllable by the user within AlertTraveler.

Do Not Track Disclosures. Do Not Track is a preference you can set on your browser to inform websites that you do not want to be tracked. We do not support Do Not Track (“DNT”). You can either enable or disable Do Not Track by visiting the preferences or settings page of your browser.

4. WHAT WE DO WITH THE INFORMATION YOU SHARE.

Terra Dotta will share your personal information with Customers and other third parties only in the ways that are described in this Privacy Policy. Terra Dotta shares information under the following circumstances:

- Information held in the Services may be accessed by and shared with Customers in order for Customers to manage its offerings and programs. Our Customers may use your Information to deliver product information from third parties to you through the Services.
- We will use your information to provide the Services, and we may provide information to companies that assist us in providing Services, such as a hosting provider or a customer service provider. These companies are authorized to use your information only as necessary to provide these Services and to assist with supporting our users.
- We may share your information in response to subpoenas, court orders, and other legal processes or governmental requests, or to establish or exercise our legal rights or defend against legal claims.
- Terra Dotta may share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, protecting and defending the rights or property of Terra



Dotta, the Services and its users, violations of Terra Dotta Terms of Use, or as otherwise required by law.

- In the event that Terra Dotta is acquired by or merged with another company, Terra Dotta may share information regarding our users with that company. Terra Dotta will notify you before information about you is transferred that becomes subject to a different privacy policy.

5. ACCESS AND CONSENT.

Upon request, Terra Dotta will grant you reasonable access to personal information that it holds about you and was collected on our main Site, www.terraddotta.com. Terra Dotta will take reasonable steps to permit individuals to correct, amend, or delete information about them that is shown to be inaccurate or incomplete. For access to information collected on one of our Customer-hosted sites, you should request access via the Institution directly and we will support them in providing you reasonable access to this information.

In addition, Terra Dotta allows users to modify the level of communications that you receive related to the Services. You may contact our Support Team through our support portal to obtain current information about how to modify the types of information that you receive from Terra Dotta.

6. ONWARD TRANSFER OF INFORMATION.

Terra Dotta will not disclose any personally identifiable information to a third party who is not a Terra Dotta contractor or agent (“**Agent**”) except as outlined above. For third parties acting as Terra Dotta’s Agent, Terra Dotta will ascertain that the third party subscribes to the Privacy Shield principles, is subject to the EU Data Protection Directive, or has entered into an agreement with Terra Dotta that is consistent with the Privacy Shield principles.

In the context of an onward transfer, Terra Dotta has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to an Agent on its behalf. Terra Dotta shall remain liable under the Privacy Shield principles if its Agent processes such personal information in a manner inconsistent with such principles, unless Terra Dotta proves that it is not responsible for the event giving rise to the damage.

7. SECURITY.

Terra Dotta takes reasonable technical, administrative, and physical measures to protect the security of your personal information from unauthorized use, disclosure, and alteration.

When you place orders or access your personal account information, you're utilizing a secure connection via SSL, which encrypts your personal information before it's sent over the Internet.

Terra Dotta provides information and training to all employees who have access to personally identifiable data maintained by Terra Dotta, and Terra Dotta employees are responsible for the internal security of such information.

Terra Dotta takes all reasonable measures to ensure that such information is reliable for its intended use, and is accurate, complete, and current.

Inside the company, data is stored in password-controlled servers with limited access.



You also have a significant role in protecting your information. No one can see or edit your personal information without knowing your user name and password, so do not share these with others.

8. USERS OUTSIDE OF THE UNITED STATES.

Transfer of Your Information. The Services are operated in the United States and if you are located outside of the United States, please be aware that information we collect, including personal information, will be transferred to, and processed, stored, and used in the United States in order to provide the Services to you. Where GDPR applies and our processors of your personal information are located outside the European Economic Area, such transfer will only be to a recipient country that ensures an adequate level of data protection, or with your explicit consent.

Additional Rights Provided to EU Individuals.

- **Access and Portability:** You have the right to ask us to access the information we hold about you, including personal information, and be provided with certain information about how we use your such information and who we share it with. Where you have provided your personal information to us with your consent, you have the right to ask us for a copy of this data in a structured, machine readable format, and to ask us to share (port) this data to another data controller.

- **Right to deletion:** In certain circumstances, you have the right to ask us to delete personal information we hold about you:
 - where you believe that it is no longer necessary for us to hold your data including personal information;
 - where we are processing your personal information on the basis of legitimate interests and you object to such processing and we cannot demonstrate an overriding legitimate ground for the processing;
 - where you have provided your personal information to us with your consent and you wish to withdraw your consent and there is no other ground under which we can process your personal information; or
 - where you believe the personal information we hold about you is being unlawfully processed by us.

- **Restriction:** In certain circumstances, you have the right to ask us to restrict (stop any active) processing of your personal information:
 - where you believe the personal information we hold about you is inaccurate and while we verify accuracy;



- where we want to erase your personal information as the processing is unlawful, but you want us to continue to store it;
- where we no longer need your personal information for the purposes of our processing, but you require us to retain the data for the establishment, exercise, or defense of legal claims; or
- where you have objected to us processing your personal information based on our legitimate interests and we are considering your objection.

In addition, you can object to our processing of your personal information based on our legitimate interests and we will no longer process your personal information unless we can demonstrate an overriding legitimate ground.

To exercise any of these rights above, please contact us at info@terraddotta.com.

Please note that these rights are limited, for example, where fulfilling your request would adversely affect other individuals, where there are overriding public interest reasons, or where we are required by law to retain your personal information.

You can withdraw your consent at any time by contacting us at info@terraddotta.com.

Complaints. In the event that you wish to make a complaint about how we process your personal information, please contact us in the first instance at info@terraddotta.com and we will endeavor to deal with your request as soon as possible. This is without prejudice to your right to raise a complaint with a relevant supervisory authority.

9. CHILDREN’S PRIVACY.

Terra Dotta does not knowingly collect or maintain information acquired through the Sites or Services from persons under 13 years of age, and no part of the Sites or Services is directed to persons under 13 years of age. Any user under 13 years of age should not use or access our site at any time or in any manner. If Terra Dotta learns that personally identifiable information of persons less than 13 years of age has been collected from our site without verified parental consent, then Terra Dotta will take the appropriate steps to delete this information.

10. YOUR RIGHTS

Depending upon where you reside, you may have the following rights with regard to your personal information:

Right	Applies To
The right to opt out of use of your personal information for the purposes of targeted advertising.	Residents of Virginia only



The right to access the personal information that we have collected about you.	Residents of California, Canada, Australia, the European Union and/or the European Economic Area, the United Kingdom, and Virginia only
The right to know whether your personal information is sold or disclosed and to whom.	Residents of California only
The right to say no to the sale of your personal information.	Residents of California, Nevada, and Virginia only
The right to opt out of the sharing of your personal information.	Residents of California only
The right to opt out of the use of your personal information for the purposes of profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.	Residents of Virginia only
The right to request that we delete all or some of the personal information that we have collected on you.	Residents of California, the European Union and/or the European Economic Area, the United Kingdom, and Virginia only
The right not to be discriminated against based upon your exercise of your privacy rights.	Residents of California only
The right to equal service and price, even if you exercise your privacy rights.	Residents of California and Virginia only
The right to ask us to transmit your personal information that we have collected on you to another provider (where technically feasible).	Residents of California, the European Union and/or the European Economic Area, and the United Kingdom only
The right to request that we amend any of the information that we have collected about you.	Residents of California, Canada, Australia, the European Union and/or the European Economic Area, the United Kingdom, and Virginia only
The right to withdraw your consent to the processing of your data.	Residents of Canada, the European Union and/or the European Economic Area, and the United Kingdom only
The right to request that we restrict the processing of your data.	Residents of the European Union and/or the European Economic Area and the United Kingdom only
The right to lodge a complaint regarding our collection, sharing and processing of data with competent authorities in the proper jurisdiction.	Residents of Canada, Australia, the European Union and/or the European



	Economic Area, and the United Kingdom only
The right to not have to identify yourself, or of using a pseudonym in certain circumstances.	Residents of Australia only
The right to stop receiving unwanted direct marketing.	Residents of Australia and the European Union and/or the European Economic Area only
The right to request your personal information in a portable and, to the extent feasible, readily usable format that allows you to transmit that information to another entity.	Residents of Virginia only
The right to limit the use and disclosure of your sensitive personal information.	Residents of California only
The right to receive the personal information that we hold about you in a portable and, to the extent feasible, a readily usable format that allows you to transmit this information to another entity.	Residents of California only

11. EXERCISING YOUR RIGHTS.

You may exercise the rights specified above by submitting a consumer request to info@terradotta.com

You may also designate an authorized agent to exercise your rights on your behalf. You may designate an agent via any of the ways used to submit requests on your behalf. We will request the agent to provide information to verify that he or she has the authority to submit requests on your behalf.

Please note that we may not be able to process your request if you and/or your designated agent do not provide us with the above information.

We will respond to most consumer requests within 30 to 45 days of receipt, depending upon where you reside. However, some requests may take longer. We will notify you in writing if we need more time to respond. We have the ability to deny your request(s) if certain exceptions in the law apply. If we do deny your request, we will provide you with the reasons for such denial.

You have the right to appeal a refusal to take action on a rights request. You may file an appeal to us at the contact information provided above. We will respond to most appeal requests within 45 days of receipt. However, some requests may take longer. We will notify you in writing if we need more time to respond (up to 90 days total). In our response to your appeal, we will inform you of any actions taken or not taken and the reason(s) as to why. Normally, we do not charge a fee to process or respond to consumer requests. However, we may charge a fee for a second or subsequent request within a 12-month period.

12. DISPUTE RESOLUTION.



Any questions or concerns regarding the use or disclosure of personal information should be directed to Terra Dotta pursuant to the contact information below. Terra Dotta will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with the principles contained in this Privacy Policy. In compliance with the Privacy Shield Principles, Terra Dotta commits to resolve complaints about our collection or use of your personal information within 60 days. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Terra Dotta at:

info@terraddotta.com
1330 Environ Way
Chapel Hill, NC 27517

Terra Dotta and you agree that disputes that cannot be resolved after good faith discussions may be referred to the International Centre for Dispute Resolution/American Arbitration Association (“**ICDR/AAA**”) for resolution by binding arbitration at no cost to you. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact ICDR/AAA at <http://go.adr.org/privacysield.html> for more information or to file a complaint.

13. IN THE EVENT OF MERGER, SALE, OR BANKRUPTCY.

In the event that all or part of Terra Dotta is acquired by or merged with a third party entity, Terra Dotta may transfer or assign the personally identifiable information held by Terra Dotta as part of such merger, acquisition, or other change of control. In the unlikely event of Terra Dotta's bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, Terra Dotta may not be able to control how personal information is treated, transferred, or used.

14. CHANGES TO THIS PRIVACY POLICY.

This Privacy Policy may be revised periodically by Terra Dotta, as reflected by the “last updated” date below. Please revisit this page to stay aware of any changes.

15. CONTACT INFORMATION.

Terra Dotta welcomes questions and comments regarding this Privacy Policy. We may be contacted at:
info@terraddotta.com
1330 Environ Way
Chapel Hill, NC 27517

Last Updated: January 2023



ADDENDUM D
SERVICE LEVEL AGREEMENT (SLA)

THIS SERVICE LEVEL AGREEMENT (this “SLA”) is by and between Terra Dotta and Client. Capitalized terms used in this SLA but not defined have the meaning set forth in the Agreement.

1. SUPPORT.

(a) Terra Dotta will provide general advice on the operation and use of the Service to Client’s designated Contact Persons (defined below) and assistance with suspected failures of the Service to operate substantially in accordance with the Documentation (“Errors”) that are reported to Terra Dotta. Terra Dotta will use commercially reasonable efforts to address Errors. Terra Dotta does not warrant or represent that all Errors can or will be corrected. Certain Errors may be addressed by reasonable workarounds or updated Documentation.

(b) Client agrees to provide end-user support to Authorized Users of the Service. When Authorized Users encounter a problem with the Service, they must seek assistance from Client’s support contacts. Client may designate up to six (6) individuals (“Contact Persons”) to communicate with Terra Dotta on support questions. Before contacting Terra Dotta, a Contact Person shall recreate and verify the problem and take reasonable steps to resolve it, including reviewing the Documentation or Terra Dotta’s knowledge-base system. If the problem persists, it should be referred to Terra Dotta through its support website.

(c) Terra Dotta may identify issues arising from non-Terra Dotta hardware or software or improper use of the Service. In such cases, Terra Dotta reserves the right to charge Client for resolving such issues at then-current rates for Additional Services.

(d) All support Services will be provided in English.

2. MAINTENANCE AND SERVICE AVAILABILITY.

2.1 General Availability Commitment:

(a) Terra Dotta will use commercially reasonable efforts to ensure the availability of the Service for at least 99.7% of the time, determined monthly, seven (7) days a week, twenty-four (24) hours per day, excluding Excused Events as defined below.

(b) Availability will be calculated based on the total time the Service is unavailable in a given calendar month. Only unavailability lasting greater than 10 minutes will be included in the calculation. This includes all outages, maintenance, and issues within Terra Dotta’s control that exceed this threshold.

(c) Terra Dotta’s internal monitoring will detect and respond to any service outage. Through the statuspage.terradotta.com service, Terra Dotta will enable Client to subscribe to notifications for outages greater than 10 minutes.



2.2 Support and Assistance:

(a) Client shall contact Terra Dotta's designated support representative for assistance. If service levels are perceived as unmet, escalation procedures outlined below will be followed.

(b) Terra Dotta shall provide help line support, which includes general technical information and assistance with problem determination, isolation, verification, and resolution during the hours of 8:00 a.m. to 5:00 p.m. Eastern time, excluding weekends and Terra Dotta holidays, via toll-free telephone, electronic mail, or other electronic means agreed to by Terra Dotta and Client.

2.3 Updates and Enhancements:

(a) Terra Dotta may provide updates, extensions, and enhancements to the Service that it makes generally available on a commercial basis without additional charges, provided Client is not in breach of the Agreement for non-payment.

(b) Terra Dotta will continue to use commercially reasonable efforts to correct serious defects or exposures found in the latest version of the Service.

2.4 Excused Events:

(a) Terra Dotta may perform maintenance to the Service or any other elements of the hardware or infrastructure necessary for the provision of the Service contemplated under the Agreement during the Scheduled Maintenance Window. During such maintenance, Client may not be able to access the Service, but Terra Dotta will use reasonable efforts to maintain at least one page at the standard URL that informs Authorized Users that maintenance is underway along with an estimate of when the service will resume. Terra Dotta will notify Client at least five (5) Client business days in advance of any such scheduled maintenance that will result in an outage, with its expected timing and duration. Terra Dotta will similarly notify Client of any changes to previously announced outages. Terra Dotta will use commercially reasonable efforts to keep the frequency and duration of impeded access during the maintenance period to a minimum.

(b) In the event of an emergency which requires maintenance or other unavailability without notice, Terra Dotta shall use its reasonable best efforts to notify Client as soon as possible of the planned maintenance start and Terra Dotta's best estimate as to when the

Service will be made available again. Terra Dotta shall notify Client as soon as the Service is available again.

(c) The availability target does not include unavailability caused by Excused Events, including but not limited to:

- A force majeure event as set forth in the Agreement;
- Client's failure to perform a reasonable request necessary for Terra Dotta to perform the Support Services;



- Failures of Client's equipment or the use of the Services outside the provided documentation;
- Unavailability during testing, development, or problem diagnosis scheduled in advance;
- Planned facility and equipment upgrades scheduled in advance or mutually agreed unplanned emergencies;
- Any third-party failure outside Terra Dotta's reasonable control that affects the Service's performance.

2.5 Defect Classification and Response Times:

Terra Dotta will make commercially reasonable efforts to ensure releases are free of defects. In the event a defect is identified in production, Terra Dotta will prioritize addressing serious defects or vulnerabilities in the latest release of the Service.. Defects will be classified into levels based on their impact as follows:

- Level 1 - Critical: A condition where all or a significant portion of the Service is inoperable. Terra Dotta will provide an initial response within 2 business hours.
- Level 2 - High Impact: A condition where the Service is disrupted but retains some operational capacity. Terra Dotta will provide an initial response within 8 business hours.
- Level 3 - Moderate Impact: A condition causing a partial, non-critical loss of functionality. Terra Dotta will provide an initial response within 24 business hours.
- Level 4 - Minor Impact: A condition with no immediate impact on Service functionality. Terra Dotta will provide an initial response within 5 business days.

3. ESCALATION.

Client may escalate issues within Terra Dotta if timely resolution of an Error is not achieved as follows:

- 1st Escalation: Customer Success Manager
- 2nd Escalation: Customer Success Leadership
- 3rd Escalation: Senior Vice President – Customer Experience or Chief Technology Officer

4. GENERAL TERMS.

All other terms and conditions outlined in the original SLA document, including but not limited to those governing definitions, scope, responsibilities, limitations, and exclusions, remain in effect and are incorporated herein by reference. This SLA represents the complete understanding between Terra Dotta and Client regarding the topics addressed herein and supersedes all prior agreements, representations, and understandings. This SLA is subject to modification as mutually agreed in writing.



ADDENDUM E
PROFESSIONAL SERVICES ADDENDUM

1. SCOPE OF SERVICES. Terra Dotta will provide Client with professional services (the “Services”) described in the Agreement (a “Service Order”). All Service Orders shall be deemed part of and subject to this Addendum. All initial capitalized terms in this Addendum that are not defined in this Addendum shall have the respective meanings given to them in the Agreement.

2. CHANGE ORDERS AND ADDITIONAL SERVICES.

(a) **Change Orders.** If Client or Terra Dotta requests a change in any of the specifications or requirements in a Service Order, the party seeking the change shall propose the applicable changes by written notice. Within two (2) business days of receipt of the written notice, each party’s project manager shall meet, either in person or via conference call, to discuss and agree upon the proposed changes. Terra Dotta will prepare a change order describing the proposed changes and the applicable change in fees and expenses, if any (each, a “Change Order”). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this Addendum. If the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management for resolution.

(b) **Additional Services.** Terra Dotta will not be obligated to provide any services not set forth in the Agreement. However, upon agreement in writing in any Statement of Work or other such writing approved by Client, Terra Dotta shall provide additional services (“Additional Services”) at Terra Dotta’s then-current rates. Additional Services include, but are not limited to the following: (i) on-site service of any kind; (ii) installation, data conversion, or system integration services; (iii) consulting; (iv) custom development; (v) technical services; (vi) service or maintenance of third-party software, operating software, hardware, or other equipment; (vii) services caused by Client’s fault, misuse, negligence, or failure to perform Client’s responsibilities; and (viii) services caused by a malfunction of or problem with any product or goods other than those licensed by Terra Dotta.

3. PROFESSIONAL SERVICES WARRANTY.

(a) **Professional Services Warranty.** Terra Dotta warrants that (i) it and each of its employees, consultants, and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services; and (ii) the Services will be performed for and delivered to Client in a good, diligent, workmanlike manner in accordance with industry standards. Terra Dotta’s ability to successfully perform hereunder is dependent upon Client’s provision of timely information, access to resources, and participation. If through no fault or delay of Client the Services do not conform to the foregoing warranty, and Client notifies Terra Dotta within thirty (30) days of Terra Dotta’s delivery of the Services, Client may require Terra Dotta to re-perform the non-conforming portions of the Services.

(b) **Disclaimer.** SECTION 3(a) SETS FORTH THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES RELATED TO THE SERVICES UNDER THIS ADDENDUM. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE SERVICES PROVIDED TO CLIENT ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS.



ADDENDUM F
ALERTTRAVELER SERVICE ADDENDUM

Terra Dotta's AlertTraveler Service ("AlertTraveler") is an add-on component of Terra Dotta SaaS for Study Abroad. AlertTraveler provides Client's Authorized Users with security and risk information and alerts. AlertTraveler functionality is provided primarily through a mobile application (the "App") that is downloaded by Client's Authorized Users. Client's Authorized Users who have downloaded and activated the App are referred to herein as "AlertTraveler Users".

Client will be provided with registration codes for AlertTraveler Users to download and use the App equal to the number of registration codes licensed under the Agreement. These registration codes must be kept secure by Client and the AlertTraveler User; Client agrees not to provide any third party with access to or use of any registration code. The App and all updates to the App will be considered part of the Software as defined in the Agreement. Client acknowledges that it is solely responsible for maintaining the confidentiality of AlertTraveler registration codes once issued to Client, and for their ongoing use.

Terra Dotta will use reasonable measures to provide information through AlertTraveler that is accurate, relevant, and up-to-date. However, Client acknowledges and agrees that AlertTraveler is an automated tool and that information provided through AlertTraveler is subject to change or alteration at any given time. The use of this information is at the sole discretion of AlertTraveler Users, and AlertTraveler Users are encouraged to use other information sources and their own view of any situation along with the AlertTraveler information. Terra Dotta will have no liability or responsibility in respect to actions taken or harm incurred related to or occurring because of any information, recommendations and/or advice provided or not provided to any AlertTraveler User. AlertTraveler is not designed to cover any AlertTraveler User's particular circumstances or detailed travel itinerary and its use is at each AlertTraveler User's sole discretion. Terra Dotta does not have a duty of care via AlertTraveler to provide any information which can be relied upon.

**USE OF ALERTTRAVELER AND ALL ASSOCIATED INFORMATION IS AT CLIENT'S
AND AUTHORIZED USERS' SOLE RISK.**

As part of its AlertTraveler subscription, Client will be entitled to receive an annual allotment of SMS Message Units equal to the maximum number of agreed registration codes ("**Starter Units**"). If Client usage exceeds its available quantity of Message Units, Client agrees to pay for the excess Message Units at a rate of [\$0.20] per unit unless Client enters into an amendment to acquire a block of Message Units at a discounted price to be agreed to in the amendment within 30 days of exceeding its available Message Units. Message Units separately purchased by Client will roll over from year to year. Unused Starter Units, however, will not roll over. Client is not entitled to a refund of any fees paid for Message Units not used upon termination of this Addendum. AlertTraveler Users are responsible for all fees charged by their carrier for receipt of SMS messages. A "**Message Unit**" is defined as one SMS message to one AlertTraveler User sent through AlertTraveler.

AlertTraveler is personal to Client and AlertTraveler Users. Client and AlertTraveler Users agree not to use AlertTraveler on behalf of any third party, nor to use or release or sell AlertTraveler or any related information for commercial gain. Access to AlertTraveler requires an individual email address (i.e., one corresponding to an individual person) for each individual AlertTraveler User. Terra Dotta reserves the right to refuse to supply AlertTraveler where there is reason to believe that the email address provided is a group email address and not for an individual. Client acknowledges that AlertTraveler Users must enable geographic tracking on their mobile devices to use AlertTraveler functionality.

VENDOR CONTRACT ADDENDUM
Between
PRAIRIE VIEW A&M UNIVERSITY
And
TERRA DOTTA LLC

This addendum (“Addendum”) amends and supplements the **SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT** (“Agreement”) between **PRAIRIE VIEW A&M UNIVERSITY**, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“MEMBER”), and **TERRA DOTTA LLC**, a **limited liability company, and state of North Carolina**, (“PROVIDER”) dated **7/1/2025**. All terms and documents used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement, and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement: This Agreement will commence on the Effective Date and continues through 7/01/2025- 06/30/2028 (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for three (2) additional one-year (1) year periods upon mutual written agreement executed by the Parties, provided that the total term of the Agreement shall not exceed five (5) years from the effective date.

MISCELLANEOUS CLAUSES

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Data Privacy. PROVIDER shall hold MEMBER’s data in confidence. PROVIDER shall only use or disclose MEMBER’s data for the purpose of fulfilling PROVIDER’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by MEMBER. PROVIDER shall restrict disclosure of the MEMBER’s data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the MEMBER’s data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

PROVIDER shall, within two (2) days of discovery, report to MEMBER any use or disclosure of MEMBER’s data not authorized by this Agreement or in writing by MEMBER. PROVIDER’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the MEMBER data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by MEMBER.

PROVIDER must promptly notify MEMBER of any legal request for MEMBER’s data from a third party and take (and assist MEMBER in taking) appropriate steps not to disclose such MEMBER data.

Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return all MEMBER data to MEMBER in its possession (or in the possession of any of its subcontractors or agents) or delete all such MEMBER data if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days’ written notice of PROVIDER’s intent to delete such MEMBER data, and shall confirm such deletion in

writing.

Entire Agreement. This Agreement, together with its exhibits and the Vendor Contract Addendum, constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Indemnification. Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless MEMBER, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a “Claim”) arising out of or related to (i) an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s service to MEMBER. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of MEMBER and A&M System, including those applicable to conduct on its premises.

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof

No Impediments. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER. Any purported assignment in violation of this paragraph will be void.

No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of

such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Member **Prairie View A&M University**
 P.O. Box 519, M.S. 1311
 Prairie View, TX. 77446-0519
 Attention: Contracts Office
 Phone: 936-261-1902
 Email: contracts@pvamu.edu

PROVIDER: **Terra Dotta, LLC**
 1330 ENVIRON WAY
 CHAPEL HILL, NC 27517
 Attention: Angela Cooper
 Phone: 877-368-8277 ext.7877
 Email: angela.cooper@terradotta.com

Organization. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon MEMBER's request, PROVIDER shall promptly deliver to MEMBER (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to MEMBER or if canceled and/or terminated by MEMBER for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse MEMBER for all advance payments paid by MEMBER to PROVIDER that were (i) not earned by PROVIDER prior to cancellation and/or termination, or (ii) for goods or services that the MEMBER did not receive from PROVIDER prior to cancellation and/or termination.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the goods or services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Access by Individuals with Disabilities. PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <http://w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, MEMBER may immediately terminate this Agreement, and PROVIDER will refund to MEMBER all amounts prepaid by MEMBER under this Agreement within thirty (30) days following the effective date of termination.

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of MEMBER's data ("Security Controls"). Upon written request by MEMBER, PROVIDER shall provide MEMBER with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

Cloud Computing Services. As of the Effective Date, PROVIDER certifies that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2063.408, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide MEMBER with evidence of its TX-RAMP compliance and certification within thirty (30) days of MEMBER's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, MEMBER may immediately terminate this Agreement, and PROVIDER will provide a refund to MEMBER of any prepaid fees.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Cybersecurity Training Program. Pursuant to Section 2063.104, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to MEMBER's computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and

selected by MEMBER. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the term of this Agreement and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to MEMBER within the first thirty (30) calendar days of the initial term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for MEMBER to terminate this Agreement for cause.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that PROVIDER is providing goods to MEMBER under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of MEMBER or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.

Export Control.

Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

FERPA. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), MEMBER hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA)

that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or MEMBER in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER'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"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

Loss of Funding.

Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate or cancel this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly

toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

Prohibition on Contracts with Companies Boycotting Energy Companies. To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Pay. MEMBER's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information. PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor's Office. PROVIDER 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 Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

Tax Exempt Status. As an agency of the State of Texas MEMBER is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

Prairie View A&M University

By: Robert Hall
Name: Robert Hall
Title: Director, Procurement and Contract Admin
Date: 3/2/2026 | 12:09 PM CST

Terra Dotta, LLC

Signed by:
Amanda Powers
By: 2083928CC6FE44B...
Name: _____
Title: Chief Financial Officer
Date: 2/24/2026