



Integrated Solutions. Elevated Healthcare.

SIMULATIONiQ™ System Purchase Agreement – Enterprise Cloud with TotalCAREiQ™ Gold

TEXAS SOUTHERN UNIVERSITY-HEALTH SCIENCES

Education Management Solutions, LLC.



1300 Morris Drive, Lower-Level Wayne, PA19087 USA



ems-works.com

EMS SYSTEM PURCHASE AGREEMENT

This **System Purchase Agreement** ("Agreement") is executed as of the date set forth below, to be effective **June 29, 2026** ("**Effective Date**") by and between Education Management Solutions, LLC, a Delaware Limited Liability Company, located at 1300 Morris Drive, Lower Level, Wayne, PA 18097, ("**EMS**") and Texas Southern University-Health Sciences, a Texas Public Not for Profit Company, located at 3100 Cleburne St. Houston, TX 77004, ("**Client**")

BACKGROUND

The Client desires to have EMS supply and install on its designated Premises, as defined below, the EMS SIMULATIONiQ System and EMS desires to supply and install the EMS SIMULATIONiQ™ System ("The Project").

Prior to the Effective Date, EMS has prepared and delivered to the Client:

- a designated Project Number: TBD
- a Proposal, dated June 24, 2026 (attached hereto as Exhibit "A").

The Proposal, along with the Installation Terms, attached hereto as "Exhibit B," the Software Subscription and License Terms, attached hereto as Exhibit "C," and TotalCAREiQ™ Terms, attached hereto as Exhibit "D" are incorporated herein by reference.

The parties wish to set forth their understanding in writing in accordance with the terms and condition herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. **BACKGROUND.** The background set forth above is true and correct and is incorporated herein by reference.
2. **MILESTONES FOR COMPLETION OF THE PROJECT**

The Project shall proceed on the basis of the following milestones ("the **Milestones**"):

- a. **Receipt of Purchase Order by EMS:** The date EMS receives the Purchase Order from Client for the EMS System to begin detailed design and engineering drawings.
- b. **Engineering Date:** The date EMS has completed the system design, including the final design drawings and engineering steps.
- c. **Software Access Date:** The date the Client has access to the Software.
- d. **Installation Date:** The date the complete EMS System has been installed at the Premises as set forth in Exhibit "A."
- e. **Training Date:** The date when Training is completed for the EMS System.
- f. **Project Acceptance Date:** The date on which EMS shall have substantially completed the Project by completion of installation of the EMS System at the Premises and demonstration of integration of the EMS System as specified in Exhibit "A."

3. **SCOPE OF WORK**

EMS shall provide the specific components of the EMS System and EMS proprietary Software as set forth on Exhibit "A" and as provided in the Proposal. The scope of work shall only be amended in writing under the procedures set forth herein.

4. **ACQUISITION AND INSTALLATION**

EMS shall provide and install the EMS System at the Client's designated premises located at: 3100 Cleburne St. Houston, TX 77004 ("**Premises**")

EMS shall provide all products, software, engineering, services, materials, equipment, tools, training, incidentals, and perform all the necessary work to complete the installation as provided in the Proposal and the Installation Terms. "**Installation Terms**" shall mean the terms pertaining to the installation as set forth in Exhibit "B" as attached hereto and all amendments, modification and restatements thereof.

5. **CHANGES TO THE PROJECT**

The Client may request in writing that EMS amend the Project to extend the time for performance or to modify, change, omit, add to or suspend the Project. EMS shall have no obligation to modify the capability of the Software except where such modification is required to make the Software conform to the Documentation or warranty with respect to the functionality of the Software. To the extent that any changes to the Project requested by the Client result in a change to the Fee of EMS System or Project, EMS shall provide the Client with an equitable adjustment in the Fee. Requests for changes less than 45 days prior to Project Deployment may result in restocking fees on any deletion of hardware components. EMS shall advise the Client in writing, within 10 days of receipt of the Client's request for changes, of any changes in the Fee as a result of the Client's requested changes in the Project, along with reasonable documentation of the basis for the change in the Fee. Within 10 days of Client's receipt of EMS' Fee changes, the Client shall advise EMS as to whether the Client approves the revision to the Fee. If the revised Fee is accepted by the Client, a Purchase Order or executed change order covering the changes to the Project for the Fee agreed upon will serve as an Addendum to this Agreement to document the changed scope of the Project and the amended Fee. "**Documentation**" means EMS's user manual, handbooks, installation guides relating to the Software and end user documentation relating to the Software that EMS provides or makes available to Client, which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation or use of the Software.

6. **FEES**

- a. The Fees for the Project shall be as set forth this Section and Exhibit A (the "**Fees**"). The Total amount of Fee's for the (3) year term is Six hundred ninety-two thousand six hundred ten dollars (\$692,610), which includes:
 - i. the Project with the first year of TotalCAREiQ™ Gold Coverage and Software Subscription as set forth in Exhibit A (\$131,675) (the "**Project Fee**").
 - ii. Two (2) additional years of TotalCAREiQ™ Gold Coverage and Software Cloud Subscription (\$254,870) ("**TotalCAREiQ™ Fee**").

Year 1	Included in Project Fee
Year 2	\$127,435
Year 3	\$127,435

- b. Upon receipt of the Purchase Order issued by the Client, 50% (\$280,870) of the Project Fee (the “Initial Payment”) is due and payable to EMS. EMS shall not be obligated to proceed with any work set forth herein until EMS has received the Initial Payment.
- c. EMS shall submit invoices to the Client for the balance of the Fees as follows:
 - i. Forty percent (40%) of the Project Fee (\$175,096) shall be invoiced and due on the Installation Date.
 - ii. The remaining ten percent (10%) of the Project Fee (\$43,774) shall be invoiced and due upon the Project Acceptance Date and shall also include any additions or deletions to the Project.
 - iii. The Cloud Fee and the TotalCAREiQ™ Fee shall be invoiced annually sixty (60) days prior to the anniversary of the project installation and due 30 days prior to the anniversary of the project installation.
- d. The Project Fee is based on an expected **Date** hardware installation. Delays beyond 30 days will result in a cost increase to the Project of 5%.
- e. The Client shall pay EMS the Fees for the Project, subject to such adjustments as may be required by this Agreement or agreed to by the parties in writing. Any tax (including but not limited to sales tax, Goods and Services Tax (GST), etc.) liability related to the Project shall be paid by the Client. The Client shall provide EMS with written confirmation of any exemption from sales tax held by Client.
- f. The Fees reflect an assumption that EMS shall complete the installation during normal business hours, Monday through Friday, 7am-5pm. If Customer requests that the installation occurs outside those hours, days or on holidays, EMS shall provide a change order to reflect the increased cost. If Customer requires union or specialty labor, EMS shall provide a change order to the Fees to reflect the increased cost.
- g. The Client shall be responsible for all applicable tariffs and shall be assessed at the time of deployment and in addition to the Fees set forth herein.
- h. The Client acknowledges that any product, services, or scope modifications in addition to or different than what is described in Exhibit A and any change order issued in accordance with Section 5 may result in a cost impact to Client's offered pricing and impact the timeline and Milestones.
- i. EMS shall invoice the Client in accordance with the payment terms set forth in this Agreement, subject to modification by any future Addenda and changes made pursuant to Section 5. EMS shall remit all invoices to Client electronically and shall be payable by Client to EMS within thirty (30) days of the invoice date. EMS will provide the Client with wire transfer instructions, which shall be the preferred method of payment. Any invoiced amounts due that are not paid by the date due will be subject to a 5% late charge and will be considered a Payment Failure (as defined below).
- j. “**Business Day**” shall mean any day other than a Saturday, Sunday or other day in which commercial banks in New York, New York are authorized or required by law to be closed for business.

7. SOFTWARE SUBSCRIPTION AND LICENSE

Effective upon the Training Date, subject to the Client's payment of the Fees and compliance with all other terms and conditions of this Agreement and Exhibit "C" (the "**Software Subscription Terms**"), EMS hereby grants to the Client for use by its employees, faculty, students and invitees participating in Client's student education activities, a perpetual, non-exclusive, non-transferable (subject to Section 18), limited license to use the Software described herein on the Premises in the operation of the EMS SIMULATIONiQ™ System.

8. AUTHORIZED REPRESENTATIVE

The individual with authority to act for and bind a party to this Agreement shall be such party's "**Authorized Representative**" set forth below. Until notified as to their respective successors, the Authorized Representative for EMS and the Client are as follows:

Lou Faustini	Lou.Faustini@ems-works.com
(EMS Authorized Representative)	(Email address)
Cynthia Johnson	cynthia.johnson@tsu.edu
(Client Authorized Representative)	(Email address)
3100 Cleburne St. Houston, TX 77004	
(Client Authorized Representative Mailing Address)	

9. TERM AND TERMINATION OF AGREEMENT

- a. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- b. This Agreement may be terminated at any time:
 - i. by EMS, effective on written notice to Client, if Client fails to pay any amount when due under this Agreement or any other agreement between the Parties, and such failure continues more than thirty (30) days after EMS's delivery of written notice thereof ("**Payment Failure**").
 - ii. by either Party, effective on written notice to the other Party, if the other Party breaches this Agreement and (A) such breach is incapable of cure; or (A) such breach being capable of cure, the defaulting Party fails to cure the default within thirty (30) days, or, if such cure cannot be reasonably accomplished within such thirty (30) day period, the defaulting Party has not taken commercially reasonable action to cure the default at the earliest commercially reasonable time and does not continue to prosecute such actions diligently until such defaults are cured.
 - iii. by EMS, effective immediately, if Client: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

- c. Upon termination of this Agreement, all rights, licenses and authorizations granted to Client pursuant to Section 7 hereunder will immediately terminate and Client will (A) immediately cease all use of and other activities with respect to the Software and Documentation; (B) within thirty (30) days deliver to EMS, or at EMS written request destroy, and permanently erase from all devices and systems Client directly or indirectly controls, the Software, the Documentation and the EMS's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials, and (C) will have thirty (30) days from date of termination to download any Client Data using the functionality within the Software to perform this function. After such 30-day period, EMS shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited delete all Client Data in its systems or otherwise in its possession or under its control. "**Client Data**" means any and all data created by Client by the use of the Software.
- d. Upon termination of this Agreement for any reason, the Client shall pay to EMS (i) the Fees owed hereunder through the effective date of termination based upon Milestones completed and all Services completed to date, (ii) any and all costs and expenses incurred in efforts to achieve the next Milestone including reimbursement at cost for any third-party restocking and cancellation fees, and (iii) an additional ten percent (10%) for unreimbursed overhead and profit. Client acknowledges and agrees that such overhead fee is reasonable. EMS shall promptly invoice the Client for such amounts with reasonable documentation, and the Client shall pay such invoice within sixty (60) days of the invoice date. Any failure to pay such invoice shall constitute a Payment Failure.
- e. Subject to the foregoing, upon any termination for cause by Client, EMS shall refund Client any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.
- f. In the case of Payment Failure,
 - i. The amounts outstanding by Client shall accrue interest at an annual rate of twelve percent (12%) from the original due date; and
 - ii. the Client shall pay costs and expenses incurred by EMS in the collection of amounts owed including reasonable attorneys' fees and expenses.

10. CLIENT REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to EMS the following:

- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or other organization.
- b. it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under this Agreement; (ii) execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized;
- c. the Client is unaware of any governmental action or pre-existing obligation that would prevent it from performing its obligations as set forth in this Agreement.
- d. when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of Client, enforceable against such Client in accordance with its terms.

- e. The execution of this Agreement by Client will not violate the terms of any understanding, agreement, or order between the Client and any third party.

11. CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EMS TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO EMS FOR THE AFFECTED GOODS OR SERVICES WITHIN THE 12-MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGES.

12. INDEMNIFICATION

- a. EMS Indemnification. Subject to Section 11 above, EMS shall indemnify, defend and hold harmless the Client from any and all Losses resulting from any claim, suit or action (a “**Claim**”) by a third party to the extent that such Claim arises out of (i) the gross negligence or willful misconduct of EMS or any Person permitted by EMS to perform work on the Project; or (ii) that the use of the SIMULATIONiQ™ Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party. This Section 12 does not apply to the extent that the alleged infringement arises from:
 - i. Open-source components or other third-party materials.
 - ii. combination, operation, or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by EMS or specified for Client’s use in the documentation, unless otherwise expressly permitted by EMS in writing.
 - iii. modification of the Software other than: (i) by EMS in connection with this Agreement; or (ii) with EMS’s express written authorization and in strict accordance with EMS’s written directions and specifications.
 - iv. use of any version of the Software other than the most current version or failure to timely implement any maintenance release, modification, update, or replacement of the Software made available to Client by EMS.
 - v. negligence, abuse, misapplication, or misuse of the Software or documentation by or on behalf of Client, Client’s representatives, or a third party.
 - vi. use of the Software or documentation by or on behalf of Client that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to EMS’s instructions.
 - vii. events or circumstances outside of EMS’s commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or
 - viii. third-party claims or Losses for which the Client is obligated to indemnify Licensor pursuant to Section 12(b).

Such indemnification shall be limited to actual Losses incurred by Client in connection with any such Claim. If Client is enjoined or otherwise prohibited, or is reasonably likely in EMS' opinion to be enjoined or otherwise prohibited, from using the SIMULATIONiQ™ Software or a portion thereof based on a Claim covered by EMS's indemnification obligations under this Section, EMS may, at its expense and option: (a) obtain for Client the right to use the infringing portion(s) of the SIMULATIONiQ™ Software, (b) modify the infringing portion of the SIMULATIONiQ™ Software so as to render it non-infringing without substantially diminishing its functionality, or (c) replace the infringing portion of the SIMULATIONiQ™ Software with non-infringing items of substantially similar functionality; provided, however, that if none of the foregoing options are available to EMS on commercially reasonable terms, EMS may require Client to cease using the infringing portion(s) of the SIMULATIONiQ™ Software. This Section 12(a) states the entire obligation of EMS, and the exclusive remedy of Client, with respect to any actual or threatened Claim.

- b. Client Indemnification. Client shall indemnify, defend and hold harmless EMS from any and all Losses resulting from any Claim made or brought against EMS by a third party alleging that the Client Data, or Client's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law.
- c. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to Section 12. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ counsel of its choice to oversee and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Claim, the Indemnitee shall have the right, but no obligation, to defend against such Claim, including settling such Claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 12 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.
- d. "Losses" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

13. CONFIDENTIAL INFORMATION

- a. "Confidential Information"
 - i. shall mean all non-public information, whether written or oral, whatever the form or storage medium, or gathered by inspection, or acquired, directly or indirectly, by the Receiving Party or the Receiving Party's representatives from any Disclosing Party and/or their representatives in connection with this Agreement, regardless of whether such information is specifically identified as "confidential". Each party acknowledges the

competitive value of the Confidential Information and the damage that could result if the Confidential Information were used or disclosed except as authorized by this Agreement.

- ii. shall include but shall not be limited to any information relating to the intellectual property and business practices of the Disclosing Party or not reduced to writing or other tangible expression, which the Disclosing Party considers to be proprietary and confidential, including but not limited to: (i) information relating to research and development, discoveries, improvements, processes, know-how, notes, trade names and trade secrets; and (ii) business plans, financial information, computer hardware and software, information systems, products, services, costs, sources of supply, strategic plans, advertising, marketing and distribution plans, customer lists, client lists, supplier lists, sales, profits, pricing methods, personnel and business relationships, design, composition and formulas, processes and technology; and (iii) information relating to research and development, design, composition, formulas, samples, formulae, notes, patents, copyrights, trademarks, trade names and trade secrets.
 - iii. shall include any and all financial statements, bank statements, tax returns and any and all other financial information about the Disclosing Party.
 - iv. shall not include any information which: (i) was known to the Receiving Party or its representatives or was in the Receiving Party's its representatives possession prior to the time of its disclosure pursuant to this Agreement; (ii) is or becomes generally available to the public other than through an unauthorized disclosure by the Receiving Party or its representatives in violation of this Agreement; (iii) becomes available to the Receiving Party or its Representatives from a source other than the Disclosing Party and/or their representatives, provided that such source is not, to the Receiving Party's knowledge, prohibited from transmitting such Confidential Information to the Prospective Purchaser or its representatives by a contractual, legal or fiduciary obligation to the Disclosing Party and/or their representatives; (iv) is independently developed by the Receiving Party or any of its representatives as demonstrated by the written records of the Receiving Party or its representatives which have not had access to the Disclosing Party's and/or their representatives' Confidential Information; or (v) the disclosure of which is required by law, regulatory process, governmental order or by any governmental authority with jurisdiction over it.
- b. "Disclosing Party(ies)" shall mean the party disclosing Confidential Information.
 - c. "Receiving Party(ies)" shall mean any party receiving Confidential Information
 - d. Except as otherwise required by applicable law or regulatory authority, the Receiving Party shall keep confidential and shall not disclose and shall cause the Receiving Party's representatives to keep confidential and not disclose, to any Person the Confidential Information the Receiving Party or the Receiving Party's representatives receives from the Disclosing Party and/or their respective representatives without the Disclosing Party's prior written consent, except as provided below. The Receiving Party or the Receiving Party's Representatives shall be entitled to disclose the Confidential Information of the Disclosing Party and provide copies of the same, without the Disclosing Party's prior written consent, to those representatives of the Receiving Party who need to know such Confidential Information solely for the purpose of performing its obligations herein. The Receiving Party shall not make more copies of the Confidential Information than is reasonably necessary. The Receiving Party shall take reasonable precautions to assure that only those

representatives who reasonably require Confidential Information in connection with this transaction may obtain access to the same. The Receiving Party shall be responsible for any and all violations of the provisions of this Agreement caused by any of the Receiving Party's representatives.

- e. In the event the Receiving Party or any Person to whom the Receiving Party transmits such Confidential Information pursuant to this Agreement is legally requested (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) or otherwise required to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with notice, prior to disclosing such Confidential Information, so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless legally compelled to disclose such Confidential Information, the Receiving Party may, without liability hereunder, furnish that portion of such Confidential Information that is legally required and shall exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.
- f. Except for the Software License herein, neither the execution of this Agreement nor the furnishing of any materials hereunder shall be construed as granting, either expressly or by implication, estoppel or otherwise, any license under any intellectual property now or hereafter owned by or controlled by EMS.
- g. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time by notice to the Receiving Party. Upon receipt of such notice, the Receiving Party shall, at the Disclosing Party's option, either (a) return to the Disclosing Party all agreements, drawings, data, memoranda and other written materials, together with any and all tapes and computer stored information, including but not limited to all copies thereof and all notes, summaries, reports, analyses and other material derived therefrom, embodying, containing or relating to the Confidential Information, in the possession of the Receiving Party or the Receiving Party's Representatives; or (b) destroy and cause each of the Receiving Party's Representatives to destroy all copies of all such materials and parts thereof embodying, containing or relating to the Confidential Information. Receiving Party may retain such information as may be required by applicable law or regulation.
- h. The Receiving Party covenants and agrees that any unauthorized disclosure or other violation, or threatened violation, of this Section by the Receiving Party or the Receiving Party's representatives will cause irreparable harm and/or damage to the Disclosing Party. The Receiving Party agrees that the Disclosing Party shall be entitled to seek an injunction prohibiting the Receiving Party and the Receiving Party's representatives from such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security. The Receiving Party shall defend, indemnify and hold the Disclosing Party harmless from and against any and all damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs, resulting from any such actual, attempted or threatened disclosure or violation of this Section.

14. PRESS RELEASES

Any press release or public announcement related to this Agreement, or to the terms and conditions of this Agreement, or any other use of one party's name and/or logo by the other party must be mutually

agreed upon by the parties prior to its issuance, except to the extent such release or announcement is required by law.

15. FORCE MAJEURE

EMS shall not be liable for any failure to perform under this Agreement to the extent such failure is the result of causes beyond the control and without the fault or negligence of EMS, including but not limited to wars, strikes, fires, acts of God, pandemics, acts of a public enemy, terrorism or threats of terrorism, labor difficulties, shortages of raw materials or components, or freight embargoes.

16. NOTICES

Any notice required under this Agreement shall be given in writing and delivered personally or by facsimile, registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing. Notices sent by e-mail shall also be sent with written confirmation by the US postal service, or by recognized overnight delivery service and shall be deemed given on the next Business Day after dispatch.

All notices to **EMS** shall be directed to the attention of:

Attn: Contract Department
Education Management Solutions, LLC
1300 Morris Drive, Lower level
Wayne, PA 18097

All notices to the **Client** shall be directed to the attention of:

Attn: Cynthia Johnson
Texas Southern University-Health Sciences
3100 Cleburne St.
Houston, TX 77004

17. GOVERNING LAW AND JURISDICTION

Each Party irrevocably and unconditionally (a) agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regards to conflict of laws provisions, (b) agrees that any suit arising out of this Agreement shall be brought and adjudicated in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, (c) submits to the exclusive jurisdiction of the said courts for the purpose of any such suit, and (d) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such Party is not subject to the jurisdiction of the said court, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.

18. ASSIGNMENT

Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without EMS's prior written consent. No assignment, delegation or transfer will relieve Client of any of its obligations or performance under this Agreement.

EMS may assign this Agreement, or any rights or obligations under this Agreement without the express written consent of Client, except to the extent that EMS chooses to use a subcontractor for a portion of the

Project. Notwithstanding the foregoing, EMS may assign this Agreement to any parent, subsidiary, affiliate or successor by merger, stock sale or sale of all or substantially all of its assets without the consent of Client.

Any purported assignment, delegation or transfer in violation of this Section 18 is void. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. NONDISCRIMINATION

All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payer source or national origin of participants requiring such services. In addition to any other requirements of law, neither EMS nor the Client shall discriminate against any employee, applicant for employment, student or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement, including, but not limited to the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Notices will be posted in compliance with applicable state and federal laws in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause, as required by law.

20. MISCELLANEOUS

- a. This Agreement does not create any agency, employment, partnership, joint venture, or other joint relationship. EMS is an independent contractor. No party has any authority to bind the other party. The parties expressly acknowledge that EMS is not an employee or agent of the Client, and that EMS does not, by reason of this Agreement or by the performance, become entitled to participate in, or to receive any benefits or right under, any of the Client's employee benefit or welfare plans, including but not limited to the Client's employee insurance, pension, or retirement, programs.
- a. The term "Person" used herein shall mean an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- b. Client shall not directly or indirectly solicit or attempt to induce any individual who then is, or at any time during the preceding six-month period was, an employee of EMS to become employed by or otherwise render services to the Client.
- c. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability, and such provision will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or of any other provisions of this Agreement in any other jurisdiction.
- d. The failure of any party to assert any of its rights under this Agreement, including but not limited to the right to terminate the Agreement in the event of breach or default by another party, will

not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with their respective terms.

- e. This Agreement may be executed in counterparts, each one of which shall constitute an original and all of which together shall constitute one and the same document. A facsimile or other electronically transmitted version, including a facsimile or digital signature, shall be considered the same as an original document for all purposes. The headings in this Agreement are for reference purposes only and shall not be considered in the interpretation of this Agreement.
- f. This Agreement, including all Exhibits or any additional Addenda hereto, constitute the entire Agreement of the parties with respect to the subject matter hereof and thereof and supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to such subject matter. In the event of any inconsistency between the Agreement, the Proposal and any other portion of this Agreement, the portion of this Agreement which is the later to be agreed upon shall control.
- g. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- h. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- i. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, this **EMS System Purchase Agreement** is executed as of the Effective Date.

Education Management Solutions, LLC	Texas Southern University-Health Sciences
Signature:	Signature:
Name: Lou Faustini	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

EXHIBIT A - Proposal:

SIMULATIONiQ™ System Detail

Room	Item	Qty	Notes
	Enterprise Cloud Services (23 Locations)	1	
	Cloud based audio-video management platform that provides HD quality video capture, manikin integration, video sharing, live observation, immediate debrief with advanced LMS integration and analytics capabilities.		
10 - Clinical Assessment (211-216, 219, 221, 223, 225) (10)			
	IP Fixed Lens Camera - HD (Including Mount)	10	
	IP PTZ Camera - HD (Including Mount)	10	
	Microphone	10	
	Overhead Paging Speaker	10	
1 - Phlebotomy (228) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
2 - Respiratory (234) (2)			
	IP PTZ Camera - HD (Including Mount)	2	
	Microphone	2	
	Overhead Paging Speaker	2	
1 - Nurses Station (233) (1)			
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
5 - Hospital Plan (231A-E) (5)			
	IP Fixed Lens Camera - HD (Including Mount)	5	
	IP PTZ Camera - HD (Including Mount)	5	
	Microphone	5	
	Overhead Paging Speaker	5	
	Manikin Voice Speaker	5	
	NR Vital Capture Package	5	

1 - Outpatient Pharmacy (230) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
1 - Inpatient Pharmacy (232) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
1 - Medical Records (233A) (1)			
	IP PTZ Camera - HD (Including Mount)	1	
	Microphone	1	
1 - Student Intake/Check In (242) (1)			
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Microphone	1	
1 - Waiting Area (209) (1)			
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Overhead Paging Speaker	1	
2 - Corridors [Monitoring Only] (218, 229) (2)			
	IP Fixed Lens Camera - HD (Including Mount)	2	
	Overhead Paging Speaker	4	
1 - OSCE Classroom (238) (1)			
	Debriefing Computer	1	CFE
	A/V Viewer License	1	
	IP Fixed Lens Camera - HD (Including Mount)	1	
	Microphone	1	
	Overhead Paging Speaker	1	
4 - Control Stations (4)			
	Control Station PC	4	CFE
	Control Station Software	4	
	Touch - 10" Table Top	4	
	Stereo Headset (Streamed)	4	
	4x4 IP Decoder	4	
	43 inch LCD Package	4	

	Paging Microphone	4	
1 - Master Control Station (1)			
	Control Station PC	1	CFE
	Control Station Software	1	
	Touch - 10" Table Top	1	
	Stereo Headset (Streamed)	1	
	4x4 IP Decoder	1	
	32 inch LCD Package	1	
	Paging Microphone	1	
Server Room			
	Per Port Software License	43	
	DVCS Server	3	Cloud
	DVCS Encoder Software	3	Included
	Enterprise Master Server - Education (w/SQL)	1	Cloud
	Enterprise Master Server Software	1	Included
	IIS Server	1	Cloud
	ESS Server Software	1	
	Cloud Appliance	1	
	Cloud Appliance Software	1	Included
	IP Camera Switch with 40/48 Port POE	3	
	Rack (w/ Accessories)	2	
	Audio DSP System	1	
	Audio DSP Programming	1	
	Message Player (with rack mount kit)	1	
	Paging Speaker Power Supply	1	
	Paging Software	1	
	Control Hardware + Program	1	
	SSO Integration	1	
	Enterprise Web Licenses (Unlimited)	1	Included
	UPS	5	
Miscellaneous			
	Wiring and Connectors	1	
	Hardware and Parts	1	
Professional Services			
	Engineering/Project Management	1	
	Shipping	1	
	In-house Labor	1	
	Labor & Installation	1	
	Site Survey	1	
	Training (Two Site Visits)	1	

SIMULATIONiQ™ Functional Description

Education Management Solutions, LLC has designed an Enterprise Solution with (23) total rooms of which (23) will be recording locations for this center. The system will have 43 recorder ports. Below is the summary of the equipment and functionality per room.

Room Breakdown

Ten (10) Clinical Assessment Rooms, one (1) Phlebotomy, one (1) Respiratory, one (1) Student Intake, one (1) Nurses Station, five (5) Hospital Plan Rooms, one (1) Outpatient Pharmacy, one (1) Inpatient Pharmacy, one (1) Medical Records Room, two (2) Corridors, one (1) OSCE Classroom, one (1) Waiting Area, four (4) Control Stations, one (1) Master Control Station, and one (1) Server Room.

Clinical Assessment (Rooms 211-218, 219, 221, 223, 225)

Each Clinical Assessment Room will include the equipment provided in the System Detail to view and/or record the events in each room. The microphone inputs will be recorded with each room's associated camera views. Each room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Phlebotomy (Room 228):

The Phlebotomy Space will include the equipment provided in the System Detail to view and/or record the events in each room. The microphone inputs will be recorded with each room's associated camera views. Each room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Respiratory (Room 234):

Each of the one (1) Respiratory Space will include the equipment provided in the System Detail to view and/or record the events in each room. The microphone inputs will be recorded with each room's associated camera views. Each room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Student Intake Area (Room 242):

The Student Intake will include the equipment listed in the System Detail.

Nurses Station (Room 233):

The Nurses Station will include the equipment provided in the System Detail to view and/or record the events in the space. The microphone inputs will be recorded with the space's associated camera views. The space will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Hospital Plan (Rooms 231A - E):

Each of the five (5) Hospital Plan rooms will include the equipment listed in the System Detail to record the events in each room. The microphone inputs will be recorded with each room's associated camera view(s). Each room will be overhead with paging enabled to allow live audio announcements to be heard. The NR Vital capture package

will be installed at each bed to allow for vital sign recording and capture in each room. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Outpatient Pharmacy (Room 230):

The Outpatient Pharmacy will include the equipment provided in the System Detail to view and/or record the events in the room. The microphone inputs will be recorded with the room's associated camera views. The room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Inpatient Pharmacy (Room 232):

The Inpatient Pharmacy will include the equipment provided in the System Detail to view and/or record the events in the room. The microphone inputs will be recorded with the room's associated camera views. The room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Medical Records (Room 235):

The Medical Records will include the equipment provided in the System Detail to view and/or record the events in the room. The microphone inputs will be recorded with the room's associated camera views. The room will be overhead paging enabled to allow live or recorded audio announcements to be heard. An EMS control station will provide the capability to monitor and control all camera views and schedule all recording scenarios.

Corridors (Room 218, 229):

The Corridors will include the equipment listed in the System Detail. The corridors will be paging enabled.

Waiting Area (Room 209):

The Waiting Area will include the equipment listed in the System Detail. The corridors will be paging enabled.

OSCE Classroom:

The OSCE Classroom will include the equipment listed in the System Detail and will have one (1) computer on which EMS will install A/V Viewer license.

Control Stations:

Each of the four (4) Control Stations will have the equipment listed in the System Detail and will include one (1) computer on which EMS will install Control Station Software. The control computer provides the capability to monitor and control all camera views and schedule all recording sessions. At each control station location there will be a headset for streamed monitoring audio within the selected room. A desktop paging microphone will be utilized at the control station location to make live audio announcements into the associated room. A control station control touch panel be utilized for global paging. The Control room will have wall mount displays for monitoring preset camera feeds per display from the associated rooms. Preset camera views will be determined prior to project start. Camera Control is done through the software via keyboard and mouse.

Master Control Stations:

The Master Control Stations will have the equipment listed in the System Detail and will include one (1) computer on which EMS will install Control Station Software. The control computer provides the capability to monitor and control all camera views and schedule all recording sessions. At each control station location there will be a headset for streamed monitoring audio within the selected room. A desktop paging microphone will be utilized at the control station location to make live audio announcements into the associated room. A control station control touch panel be utilized for global paging. The Control room will have wall mount displays for monitoring preset camera feeds per display from the associated rooms. Preset camera views will be determined prior to project start. Camera Control is done through the software via keyboard and mouse.

Server Room:

The Server Room will contain a set of equipment racks as listed in the system detail and will contain all the components for audio and video processing and storage associated with the system. All audio and video signals from the recorded rooms will be terminated in the equipment racks so that recording is performed in a centralized fashion. UPS protection will be provided to ensure maximum system reliability. Minimum of five (5) 20 AMP circuits are required at the rack location. Estimated rack space is 39 RU.

Observations and Assumptions

Client is responsible for any existing simulation center equipment decommissioning. EMS will provide network connectivity infrastructure for all network-capable EMS-provided audio and video equipment. Client will provide network connectivity infrastructure for all network-capable client provided equipment and computers. Client will provide network uplink connectivity infrastructure for EMS-provided switches located in the EMS equipment rack. Client will provide all electrical power and HVAC infrastructure. All center areas have drop ceilings. Client is responsible for replacement ceiling tile where applicable. A site survey / site readiness is required prior to firm quotation. Items for additional discussion and adjustment include but are not limited to wiring pathways room penetration points and surface mounting of equipment.

EMS has provided pricing based on the assumption that existing EMS audio and CAT cabling will be reused where feasible to lower costs for TSU. This proposal is expressly contingent upon all existing audio and CAT cabling within the current EMS system, being fully operational and suitable for continued use. In the event that any existing audio or CAT cabling is determined to be defective, non-compliant, or otherwise unsuitable for reuse, EMS reserves the right to issue a change order for the removal, replacement, and/or installation of new cabling as required.

SIMULATIONiQ™ Pricing

Item	Total
Enterprise Solution	\$331,330
EMS Professional Services	\$106,410
TotalCAREiQ™ Gold Year 1	\$44,675
System Subtotal	\$482,415
<i>TotalCAREiQ™ Discount</i>	<i>(\$44,675)</i>
System Total Year 1	\$437,740

Annual Recurring Investments	Year 2	Year 3
TotalCAREiQ™ Gold and Enterprise Cloud Subscription	\$127,435	\$127,435

Project Roles & Responsibilities

Item	Furnished By		Installed By	
	Client	EMS	Client	EMS
AV System mains power and receptacles	■	□	■	□
AV System conduits and cable paths (<i>incl. pull strings and boxes</i>)	■	□	■	□
AV system cable, wiring and connectors	□	■	□	■
AV system custom connection panels	□	■	□	■
Ceiling speaker wiring	□	■	□	■
Ceiling speaker enclosure	□	■	□	■
Ceiling speakers	□	■	□	■
Ceiling-mounted AV system equipment structural mount	□	■	□	■
Ceiling modification and finish work	■	□	■	□
Wall blocking and structural modifications	■	□	■	□
Wall mounted AV system equipment	□	■	□	■
Wall coverings, patching, painting, and finish work	■	□	■	□
AV system equipment enclosures and cabinets	□	■	□	■
AV system equipment ventilation and cooling as required	■	□	■	□
Millwork and custom woodworking modifications	■	□	■	□
Tel/Data and Networking wiring, devices, and services	■	□	■	□
Building the rack for EMS Recorders and associated equipment	□	■	□	■
Building the rack for associated AV equipment	□	■	□	■
Installing and configuring the AV recorder	□	■	□	■
Installing and configuring the Database Server for the AV system	□	■	□	■
Installing and configuring the Web Server for the AV system	□	■	□	■
Providing sufficient network access points or network switch	■	□	■	□
Providing IP Addresses for the Recorders and Servers	■	□	□	■
Add the AV system to Domain or keep in Private Network	■	□	□	■

Software Order Terms:

- **Subscription Term.** EMS licenses to Client its SIMULATIONiQ software as a component of the EMS SIMULATIONiQ System, subject to the terms and conditions herein, for a period of one year beginning on the Software Access Date (“Subscription Term”).
- **Services Description.** SIMULATIONiQ™ Enterprise Cloud Application for 23 Locations.
- **Start Date.** Software Access Date
- **Authorized Users and Services Fees.** Client’s employees, faculty, students, contractors, or agents, or any other individual or entity authorized by Client (each, an “Authorized User”) to access and use the Services for the sole purpose of internal use of the Client within the United States of America for 3 years.
- **Storage and Streaming Threshold(s).** The subscription includes 11.5 TB of storage per year with 2.3 TB of streaming per month.
- **Storage Fees.** Additional storage is available in 500 GB increments for an additional charge of \$50 per month. Additional video streaming is available in 500 GB increments for an additional charge of \$100 per month. This price may change from time to time as market pricing changes.

EXHIBIT B:

EMS SYSTEM INSTALLATION TERMS

The following **System Installation Terms** are part of and incorporated by reference in the attached EMS System Purchase Agreement. Capitalized terms not otherwise defined in this Exhibit B shall have the meanings set forth in the Agreement.

1. THE PROJECT

- a. The Project shall be performed under the supervision of the Authorized Representative of the Client. No work shall be commenced on the Premises without such Authorized Representative's prior approval.

Cynthia Johnson

(Authorized Representative of the Client)

- b. The Client shall obtain all building permits and similar licenses required to be obtained by the Client as the owner of the Premises.
- c. EMS shall obtain all licenses and permits that may be necessary to perform its responsibilities for the Project.
- d. If EMS believes that there is or may be any doubt as to any requirement of this Agreement, EMS may submit a written request for clarification to an Authorized Representative of the Client together with any clarification proposed by EMS. The Client shall respond to any such request within 48 hours to avoid delays in the installation of the Project.
- e. Client will inspect for visual damage and accept visually undamaged equipment delivered to the installation site at the Premises. Client will store the equipment in a secure location until the installation is complete; Client is responsible for the loss or theft of any equipment stored on the Premises. EMS will provide the Client notification of pending equipment deliveries and Client will promptly notify EMS of receipt of any delivery.
- f. Client shall provide written verification to EMS of site readiness at least 30 days prior to the anticipated start date of installation. Delays resulting from the site not being ready for installation after receipt of the written verification will result in additions to the Fees of \$2,500 per day of delay.
- g. The Client shall provide and maintain a suitable installation site at the Premises and an operating environment that is dust free and ready to accept electronic components.
- h. EMS will perform the Project in compliance with applicable laws, regulations, rules and ordinances of any applicable governmental authority.
- i. EMS will perform the Project personally, or through an EMS approved subcontractor. EMS shall not permit or allow any laborer, mechanic or material supplier liens on the Premises or other Client property that may arise out of the Project or out of any labor, materials or equipment furnished by any person under this Agreement.

EXHIBIT C:

SOFTWARE SUBSCRIPTION AND LICENSE TERMS

This Exhibit C shall be incorporated in and governed by the terms of that certain System Purchase Agreement (the “Agreement”) by and between Texas Southern University-Health Sciences (“Client”) and Education Management Solutions, LLC (“EMS”) dated **June 29, 2026**. This exhibit sets forth the software subscription and license terms and conditions for the EMS Software utilized in the EMS SIMULATIONiQ System. Capitalized terms not otherwise defined in this Exhibit C shall have the meanings set forth in the Agreement.

1. Use

Subject to receipt of the Fees as set forth in the Agreement and the continued compliance by Client of the terms set forth therein, Client may use the Software during the Subscription Term in accordance with the license terms herein. Unless otherwise specified in Exhibit A, EMS grants Client a renewable, nonexclusive, nontransferable, limited right for any Client employee, faculty, student, contractor, or agent, or any other individual or entity authorized by Client (each, an “Authorized User”) to access and use the Software for the sole purpose of internal use of the Client within the United States of America. Software is purchased as User subscriptions and may be accessed by no more than the specified number of Authorized Users in Exhibit A; additional Authorized User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Authorized User subscriptions are added, and the added Authorized User subscriptions shall terminate on the same date as the pre-existing Authorized User subscriptions. Authorized User subscriptions commence on the start date specified in Exhibit A and continue for the subscription term specified therein. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the Software.

2. EMS Responsibilities

EMS will provide an uptime warranty as set forth in the Service Level Agreement (SLA) attached as Exhibit C except for any unavailability caused by unforeseeable circumstances beyond EMS’ reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, pandemics, acts of terror, strikes or other labor problems (other than those involving EMS employees).

3. Client Responsibilities.

Client shall be responsible for (a) its and its Authorized Users’ compliance with this Agreement, and (b) maintaining and supporting third party software and OS patches not provided by EMS. Client shall not (a) make the Software available to anyone other than Authorized Users, (b) sell, resell, rent or lease the Software or otherwise use for any purpose other than its own internal purposes, (c) knowingly use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (d) knowingly use the Software to store or transmit malicious code, (e) knowingly interfere with or disrupt the integrity or performance of the Software or third-party data contained therein, or (f) knowingly attempt to gain unauthorized access to the Software or their related systems or networks

4. Restrictions

Client shall not (i) permit any third party to access the Services except as permitted herein or in Exhibit A, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the

Services, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services. Client shall further not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to any third party without the prior written consent of EMS; provided, however, Client may make one copy of the Software for backup or archival purposes.

Client shall use the Software in object code format only (or, if a portion of the Software is not in a computer language that is typically compiled, then in the form such portion is delivered by EMS). Client shall not translate, modify, adapt, decompile, disassemble, reverse engineer, or otherwise reproduce, directly or indirectly, the Software. Client shall not permit any persons or entities other than its employees, faculty, authorized third party contractors and students of the Client to access, view or use the Software. EMS shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Authorized Users, relating to the operation of the Software.

Except for the limited license rights granted by EMS to Client under the Agreement, all trademarks, service marks, patents, copyrights, trade secrets, and other intellectual property and proprietary rights in and to the Software are and shall remain the exclusive property of EMS and its licensors. Client shall not take any actions that may jeopardize EMS' or its licensors' proprietary rights.

5. Warranty of Title; Intellectual Property Infringement

EMS hereby represents and warrants to Client that EMS is the owner of the Software or otherwise has the right to grant to Client the rights set forth in the Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, EMS shall, at its option, either: (i.) procure, at EMS' expense, the right to use the Software, or (ii.) replace or modify the Software or any part thereof that is in breach in such a way that does not substantially diminish its functionality. If the foregoing options are not available to EMS on commercially reasonable terms, EMS may require Client to cease using the infringing portion of the Software and EMS shall refund to Client the portion of the Fees attributable to such portion. The foregoing shall be Client's sole remedy in the event of breach or the representation and warranty of this Paragraph.

6. Warranty of Functionality & Disclaimer of Warranties

EMS warrants that the Software will perform in all material respects and will provide the features and functions in accordance with the specifications set forth in the Proposal and any other specifications provided by EMS to Client in writing.

This warranty shall not apply to the Software if modified by any person, other than EMS or authorized by EMS, or if used improperly or on an operating environment not approved by EMS in writing.

For any breach of either such warranty, Client's exclusive remedy shall be as provided below in *Section 7 - Service Level Agreement*.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 5, ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS." LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE

FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

7. Service Level Agreement

7.1 Service Availability & Scheduled Maintenance

- **Availability SLA** – Microsoft Azure is used as the base platform for hosting the Software in the cloud. EMS will use commercially reasonable efforts to provide system availability on the Production Environment for Client's use of the Software of 99.0% on the monthly basis of the time calculated as follows:

$$\frac{[(\text{Total application availability hours for the month}) - (\text{Total unplanned outage hours}) - (\text{Total planned outage hours})]}{[(\text{Total application availability hours for the month}) - (\text{Total planned outage hours})]} \geq 99.0\%$$

assuming the following exclusions:
 - Maintenance and upgrade downtime.
 - Any issues encountered by the cloud service provider that are outside of EMS' reasonable control including without limitation, acts of God, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by EMS.
- **Storage Redundancy Services** – Locally Redundant Storage (LRS) within Microsoft Azure is used for storage including recorded videos. Data is backed up daily within the data center. If a datacenter-level disaster within Microsoft Azure infrastructure (for example, fire or flooding) occurs, all replicas may be lost or unrecoverable. To mitigate this risk, EMS recommends Storage Redundancy Services and/or Disaster Recovery services which are not included as part of the standard software subscription agreement and can be added at an extra charge.
- **Disaster Recovery Services** - It is critical for every Client to prepare their own disaster recovery plan. The effort to recover from a storage outage typically involves both operations personnel and automated procedures in order to reactivate your applications in a functioning state. EMS recommends Disaster Recovery services which are not included in this Agreement and can be added at an extra charge.
- **Remedies** - Should EMS fail to make the Software available as set forth above ("SLA Noncompliance") in a month, Client may continue to use the Software and receive a credit of prepaid Software subscription fees equal to one twelfth (1/12) of the annual subscription amount. To request the credit for SLA Noncompliance, Client must submit in writing a request for credit to csupport@ems-works.com within (60) days of the occurrence. Any such request should contain a detailed description and account of the reported occurrence. All claims will be verified against EMS system records. Should EMS dispute any period of unavailability alleged by Client, EMS will provide Client a record of Application Services availability for the applicable period. EMS will provide such records only in response to claims made by Client in good faith. This SLA credit shall be the sole and exclusive remedy for Client due to any SLA Noncompliance.

- **Regular and Emergency Maintenance Windows** - EMS will perform ongoing, proactive maintenance on the Software. When performing any maintenance with the potential of causing a service interruption, EMS will schedule this activity to take place during a pre-planned maintenance window. The typical maintenance window, when scheduled, will be over the weekend on Sunday; this may change per the type of maintenance being performed and other factors such as Client's work schedule. EMS will notify the Client at least 2 business days ahead of when such a maintenance window is scheduled to occur and how long it is expected to last. This notification will be made by email sent to the contacts listed in the Escalation Plan on file with EMS. Another email will be sent to the same contacts at the close of the maintenance window. EMS makes every attempt to perform such maintenance without disruption of service, including the integration of redundancy features in our network infrastructure, but depending on the type of work being performed, interruptions can occur. In rare instances, EMS may determine that some emergency, unscheduled maintenance action is required due to circumstances outside of our control.

7.2 Levels of Support & Availability

- **Technical Support** - EMS provides access to technical support 24 hours a day, every day via web support forms, email and fax. Phone support is from 8:00 A.M. to 8:00 P.M EST. After hour phone support is routed to the appropriate Client support representatives. The contact information for support resources can be found on EMS' web site <http://www.ems-works.com/TotalCAREiQ>.
- **Support Tickets** - EMS uses Zendesk as a support ticket system to manage problem resolution. Clients should always refer to the ticket number when inquiring about any issues via phone, email or fax. The Ticket number can be obtained from the initial communication with EMS support staff regarding the issue or during the submission of an issue via web.

7.3 Exclusions, Review & Validity

EMS will use reasonable commercial efforts to resolve all support requests submitted by Client as set forth in Section 7.2 above, except for issues reported to the extent due to the following factors:

- Changes in the User environment on the Client workstation to unsupported software or hardware.
- Client has used the Application Services in a manner other than in accordance with the documentation.
- Problems created because of Client's changes to Client's software, operating systems or hardware, telecommunications problems or because of customized changes to the Application Services unless such changes were previously agreed, in writing by EMS.

8. Software Maintenance and Enhancement

For as long as Client continues to purchase maintenance and support services (provided by separate agreement), EMS shall provide to Client any corrected or enhanced version of the Software as created and released by EMS. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

Software support may include as set forth in a separate maintenance and support agreement: (a.) providing telephone support to the Client's users during regular business hours; (b.) correcting bugs and other nonconformities in the Software so that it conforms to the documentation provided by EMS; (c.) providing the Client with patches or fixes; and (d.) providing priority service with respect to any nonconformity that creates a loss of service that prevents the EMS System from operating with no acceptable work-around.

EXHIBIT D:

EMS TotalCAREiQ™ Gold Agreement

This Exhibit D shall be incorporated in and governed by the terms of that certain System Purchase Agreement by and between Texas Southern University-Health Sciences Client Name ("Client ") and Education Management Solutions, LLC ("EMS") dated **June 29, 2026**. This Exhibit describes the provision of TotalCAREiQ™ Gold services and support offered by Education Management Solutions (EMS).

BACKGROUND

EMS has installed at the Client's Premises an EMS system consisting of propriety Software and equipment as listed in Exhibit A under Project **TBD** pursuant to the EMS System Purchase Agreement. The Client is engaging EMS to provide Maintenance and Support Services for the EMS System ("**TotalCAREiQ™**"), and EMS has agreed to provide such **TotalCAREiQ™** support in accordance with the terms herein. The **TotalCAREiQ™** services will take effect upon the Project Acceptance Date (as defined in the EMS System Purchase Agreement).

EMS shall provide the Client the **TotalCAREiQ™** described in this Exhibit and the Client will pay the fees therefore under the terms set forth below.

Maintenance and Support

1. Diagnoses, Repair or Replacement

- a. Software: The EMS **TotalCAREiQ™ Gold Package** level of Software Support under this Agreement includes diagnosis, repair or replacement of the Software installed by EMS, as set forth herein.
- b. Hardware: The EMS **TotalCAREiQ™ Gold Package** level of Hardware Support under this Agreement includes diagnosis, repair and replacement of the Equipment purchased and installed by EMS, as set forth in this Agreement.
 - i. PC-based Equipment and Servers are recommended for replacement four years from Project Acceptance.
 - ii. Other Equipment is recommended for replacement six years from Project Acceptance.
 - iii. If diagnosis indicates system failure is caused by Equipment beyond the recommended replacement period, EMS will arrange for repair or replacement of the equipment.
 1. Due to the age of the Equipment, replacement Equipment that is no longer available may be substituted with a functional equivalent at EMS' discretion.
 2. EMS will not maintain a spare inventory for equipment beyond the recommended replacement period.

2. Advanced Replacement of Equipment

As part of the EMS **TotalCAREiQ™ Gold Package**, advanced replacement parts and equipment will be shipped using standard shipping via ground to the Client for installation to replace any failed Equipment provided that the failed Equipment is returned to EMS for repair. Failed Equipment that is no longer available may be substituted with a functional equivalent at EMS' discretion.

Failed equipment is to be returned to EMS or other designated location as directed by EMS within 30 days. If failed equipment is not returned within 30 days, an invoice for the failed equipment will be sent to

Client to pay for equipment not returned.

3. Continuing Education

As part of the EMS **TOTALCAREiQ™ Gold Package** the Client has the:

- a. Ability to request two (2) webinars per year for additional training for Client staff in specific application areas chosen by Client.
- b. Ability to register two (2) users per year for continuing education at EMS' training center in Wayne, PA. The cost of the training, lodging and meals (at training site) will be included. Continuing Education opportunity dates are available on the EMS website.

4. System Health Checks and Reports

The EMS **TOTALCAREiQ™** service includes remote preventative health checks. The Health Checks will be performed based on a schedule mutually agreed upon between the Client and EMS. The Health Checks will include a review of the Software and its settings, disk utilization and related IT settings.

5. Help Desk and System Troubleshooting

EMS shall provide the following help desk and system troubleshooting services under the **TOTALCAREiQ™ Gold Package**:

- a. The Client will have access to the EMS Client Support Center Monday-Friday via csupport@ems-works.com between the hours of 8am-8pm EST.
 - i. Client will also have access to extended hours of EMS Client Support for events or emergencies outside the hours stated above.
 - ii. The EMS Client Support Center will provide telephone, email and web-based assistance for information requests on features, functions and equipment operation, remote testing and trouble resolution with the On-Site Resource designated by the Client.
- b. Troubleshooting will be performed remotely by the EMS Client Support Center prior to dispatching technical support to the Client site. The Client will designate the On-Site Resource to participate in the remote diagnostic process.
- c. The Client will provide EMS with remote access and IP connectivity for upgrades, diagnostics and testing.

Client On-Site Resource:

_____	_____
(Name)	(Email)
_____	_____
(Phone)	(After-hours Phone/Cell phone)

6. Single Contact for Hardware Warranty Support

- a. The repair of the Equipment will be performed at the Client's site, manufacturer's facility or at EMS' facility, at EMS' discretion. The Client will package, insure, and ship the malfunctioned unit to the maintenance location designated by EMS. Upon completion of the repair, EMS will arrange shipping of the Equipment to the original Client site for installation.

- b. The Client will be responsible for shipping to EMS' service locations; EMS will be responsible for return shipping and installation service, as necessary.

7. On-site Support and Service

- a. On-site service is provided at EMS' sole discretion as part of **TotalCAREiQ™ Gold**. EMS will coordinate with the Client to schedule technical support on-site. The service will be scheduled during normal business hours (9:00 a.m. to 5:00 p.m. local time).
- b. On-site technical support outside of normal business hours will be billed to the Client at EMS' then current hourly rates.
- c. EMS may, at its discretion, use one of EMS' approved subcontractors to provide on-site technical support.

8. Software Updates

- a. EMS will provide the Client with an upgrade of the standard licensed Software whenever a new release is issued by EMS, at no additional cost to the Client. These upgrades are provided as part of **TotalCAREiQ™**.
 - i. EMS may request that the Client install upgrades of the Software provided by EMS.
 - ii. The Client agrees to upgrade the software within a reasonable period of time after upgrades are released, but not more than two (2) releases from the current upgrade or release.
 - iii. The Client agrees to upgrade their operating system within a reasonable period of time but no more than two years from release of upgrade from manufacturer.
 - iv. EMS reserves the right to discontinue **TotalCAREiQ™** for obsolete or superseded versions of the Software or operating systems.
- b. All such version and release modifications, when delivered and professionally installed, shall become part of the Software and shall otherwise be subject to all of the terms of the License Agreement.
- c. New versions of the Software with significant platform upgrades, substantial additional functionality or substantially improved performance, as determined by EMS, are not considered upgrades and are not included as part of **TotalCAREiQ™**.

9. Changes in the Software.

The Client may request that changes be made to the Software not otherwise scheduled to be released. This Agreement does not cover changes in Software specifications, or other aspects of modification to the existing application. If the Client requests such a change, EMS will provide a separate quote for any design and development effort, and implementation of any such changes shall be subject to the parties' written agreement.

10. EXCLUSIONS

EMS shall have no obligation to provide:

- i. **TotalCAREiQ™** for any Software or Hardware that has been damaged or rendered defective due to accident, negligence, misuse, abuse, abnormal use, unauthorized repair, fire, flood, vandalism, theft, any act of God, operation of Software with non-compatible software or systems or contrary to operating instructions including environmental, electrical, and operating temperature standards, or any combination of the above, or caused by accessories, alterations, or attachments of other devices not provided by EMS.

- ii. **TotalCAREiQ™** for any Software or Hardware to which a modification, attachment, alteration, or addition has been made unless the modification, addition, or alteration has previously been authorized or recommended in writing by EMS.
- iii. **TotalCAREiQ™** for problems caused by third party software, OS patches or the like.
- iv. **TotalCAREiQ™** for configurations not installed by EMS or an EMS designated contractor.
- v. Consumable items include but are not limited to batteries, plasma cells, and cables.
- vi. Deterioration of usage sensitive components such as fans, keyboards, mice and joysticks.
- vii. To the extent that a problem reported by the Client is not due to an error in the Software developed and installed by EMS, the Client will pay EMS at EMS' then current hourly rates for support personnel for the time necessary to diagnose and fix the problem.

11. Client Data

The Client shall be solely responsible for maintaining backup data necessary to replace the Client's data that is lost or damaged from any cause.

12. Maintenance Fee

- a. EMS' fee for twelve_months of **TotalCAREiQ™ GOLD** as provided herein to the Solution listed in Exhibit A is \$44,675; this fee has been waived for the first twelve months of coverage.
- b. EMS shall have the option to increase such annual fee for annual renewal periods following the initial # year period; provided, however, in the event of any such increase, the Client shall have the right to terminate this Agreement within 30 days after receiving notice from EMS of any such increase by delivering written notice thereof to EMS.
- c. Payment shall be made by the Client to EMS within 45 days prior to any renewal period.

13. Term

- a. **TotalCAREiQ™** will take effect on the Project Acceptance Date and will continue for 3 years or termination or expiration of the Agreement.
- b. **TotalCAREiQ™** will automatically renew on an annual basis after the initial 3-year period unless terminated by one party providing the other party written advance notice of at least 60 days prior to the expiration of such one-year installment period.
- c. **TotalCAREiQ™** shall terminate immediately upon termination of the License Agreement.

Search

Q

TSU COPS Interprofessional Simulation Center Refresh

Cynthia Johnson

07/07/2026 11:13:47 AM

Exclusive Acquisition Justification - EMS 1.pdf

159 KB

Cynthia Johnson

07/07/2026 11:13:11 AM

EMS Proposal and Contract 2026.docx

214 KB

Cynthia Johnson

07/07/2026 11:14:39 AM

LMC0006586 Created

Start

Your request has been submitted

Number

LMC0006586

State

Waiting Approval From Contract Originator

Priority

4 - Low

Created

just now

Updated

just now

Options

I certify that this submission: (i) is on behalf of the Department Head; and (ii) is in accordance with relevant University policies and procedures.
true

Is this a critical and essential contract? (i.e., required for existing operational, debt services, scholarship, utilities, equipment, and to maintain and support educational and general services)

Yes

Please provide a justification as to why this contract is critical and essential

The simulation center is essential because it provides a realistic, risk-free environment where pharmacy students can collaborate with other disciplines, practice complex patient scenarios, and develop the confidence and competence expected of practice-ready and interprofessional team-ready graduates as required by our accrediting bodies.

Requested By

Cynthia Johnson

Short Description (150 characters)

TSU COPS

Interprofessional

Simulation Center

Refresh

**Full Description (4000 Characters--
Description of goods/services the contracting party shall provide).**

This contract provides for the purchase, installation, configuration, and implementation of the Education Management Solutions (EMS) SIMULATIONiQ™ Enterprise Cloud simulation management system for the Texas Southern University College of Pharmacy and Health Sciences. The agreement includes all required hardware, proprietary software, cloud-based software subscriptions, system integration, engineering, installation, user training, and three years of TotalCAREiQ™ Gold support and maintenance services to support the management, delivery, recording, assessment, and administration of healthcare simulation and interprofessional education activities.

Business Unit**Approver**

Carl Goodman

Contract/Agreement**Category**

New Agreement

Department Email

Cynthia.Johnson@tsu.
edu

Department**Telephone****Number/Extension**

x7559

Contracting Party**Name**

Education
Management Solutions

Contact Name

Mr. Lou Faustini

Contracting Party**Address**

1300 Morris Drive,
Chesterbrook, PA,
19087

Contracting Party**Telephone**

(610) 701-7002

Contracting Party**Email**

Loufaustini@ems-
works.com

**TIN/EIN (Must
complete W9)**

47-1952955

**Contract Amount: \$
(Only positive
numeric value, no
special characters nor
decimal places)**

692610

**Expenditure/Revenue
Generating**

Expenditure

Funding Source

State

Fund

0001

Organization

23470

Account

7243

Program

30101

Proposed Contract

Start Date

08/03/2026

Proposed Contract

End Date

08/31/2029

Certificate Of

Insurance Required?

Yes

Does this Contract

require Board

approval?

Yes

Have you Submitted

Board Agenda

Request?

No

*Tickets are picked up
within
4 hours (M-F 9-5)*

Attachments

Exclusive
Acquisition
Justification -

EMS 1.pdf (159.1 KB)
2m ago

EMS Proposal and Contract 2026.docx (213.6 KB)
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