

MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (“Agreement”), dated 6/6/2024, is by and between AIT Consulting Services LLC (“AIT Consulting”), a Delaware limited liability company, having a principal place of business at 13100 Wortham Center Drive Suite 3308 Houston, TX 77065 and The Texas A&M University System (“Customer” or “A&M System”), an agency of the state of Texas, having a principal place of business at 301 Tarrow St., College Station 77840, and sets forth the terms and conditions under which AIT Consulting will provide certain professional and technical services to Customer as may from time to time be mutually agreed by the Parties. Customer and AIT may both individually be referred to as a “Party” and collectively, as the “Parties”.

Section 1. Definitions

“Services” shall mean the professional and technical services to be performed by AIT Consulting under this Agreement, as specified in an individual Statement of Work.

“Statement of Work” shall mean a description of the work to be performed on a specific project, including the services AIT Consulting will perform, the pricing for those services, and the schedule for the performance of the services.

Section 2. Statement of Work

2.1 Statement of Work. Customer may, during the term of this Agreement, request for AIT Consulting to perform Services under a specific Statement of Work. Upon acceptance of a Statement of Work, AIT Consulting will use commercially reasonable efforts to perform the Services specified in the Statement of Work, subject to the terms and conditions contained therein. The manner and means used by AIT Consulting to perform the Services are in the sole discretion and control of AIT Consulting. AIT Consulting shall make reasonable efforts to meet the time schedules for performance of the Services as set forth in the Statement of Work. Customer shall provide AIT Consulting with all information, equipment, materials, technology and other assistance that may be reasonably required to perform the Services.

2.2 Authorization. Each Statement of Work, and any addendums or modifications thereto, must be agreed to in writing by authorized representatives of AIT Consulting and Customer prior to the commencement of any Services thereunder.

2.3 Order of Precedence. Each Statement of Work that is agreed to and accepted by AIT Consulting will be governed by the terms and conditions of this Agreement, even if not specifically indicated therein. In the event of any conflict, this Agreement shall control.

Section 3. Acceptance

3.1 Procedure. The Services specified in a Statement of Work shall automatically be deemed accepted by Customer thirty (30) days after performance, unless Customer has notified AIT Consulting in writing of any material nonconformance with the specifications set forth in the associated Statement of Work. The notification shall describe the nonconformance in sufficient detail to allow AIT Consulting to react and remedy the problem. Once the remedial work is completed by AIT Consulting, it will be deemed accepted by the Customer thirty (30) days after the completion of performance by AIT Consulting. Acceptance (as is described in this paragraph) shall be deemed final.

Section 4. Price and Payment

4.1 Price. Customer shall pay AIT Consulting for all Services performed or delivered based upon the rates and other pricing information specified in the Statement of Work. All rates are quoted in US Dollars (USD) and should be remitted to AIT Consulting in USD. With prior approval, Customer shall reimburse AIT Consulting for all reasonable out-of-pocket travel expenses incurred by AIT Consulting in connection with such Services. All requests for changes to the Services described in a Statement of Work are subject to written approval by an authorized representative of AIT Consulting and may result in a change in rates.

4.2 Invoice. Unless otherwise set forth in a Statement of Work, invoices shall be submitted monthly. Customer will make payment on a properly prepared and submitted invoice 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.

4.3 Late Payment. Any late payment interest rate shall be subject to the Texas Prompt Payment Act laws.

4.4 Taxes. The charges for Services required to be paid hereunder do not include any amount for taxes. As an agency of the state of Texas, Customer is a tax-exempt entity and will furnish documentation reflecting

such to AIT upon request.

4.5 Non-Solicitation. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, Customer shall not directly or indirectly solicit any employee of AIT Consulting or its affiliates with whom Customer has worked with in connection with this Agreement.

Section 5. Intellectual Property

5.1 Ownership. Customer will own all customer information that it provides to AIT Consulting for purposes of providing the Services ("Customer Data"). Any copyrightable works, ideas, discoveries, inventions, patents, products, drawings, illustrations, characters, text, layout, designs, ideas, digital files, or any other works or other information, including but not limited to, further information data or content derived by AIT Consulting from its observations of Customer's searches, search results, analysis, preferences, patterns or other usage monitoring (collectively, the "Creative Works") AIT Consulting develops in whole or in part in connection with this Agreement shall be the exclusive property of AIT Consulting. AIT Consulting hereby grants a non-exclusive, perpetual, royalty-free license to the Creative Works to Customer, solely in connection with this Agreement. The Creative Works do not include any Customer Data.

5.2 Other Developments. Nothing in this Agreement shall preclude AIT Consulting from developing, using, marketing or licensing to third parties any products, services or other works with similar functionality, structure, sequence or organization as the Services, subject to the restrictions set forth in Section 6 regarding Confidential Information. This Agreement shall not require AIT Consulting to disclose information concerning any developments that AIT Consulting considers confidential.

Section 6. Confidential Information

6.1 Definitions. "Confidential Information" shall mean non-public information that a party ("Discloser") discloses to the other party ("Receiver"), but only to the extent that such information is designated as being confidential or is, under the circumstances surrounding the disclosure, reasonably understood to be treated as confidential.

Subject to the foregoing, "Confidential Information" includes, without limitation: (a) either party's products and information relating to released or unreleased products, software, computer programs, algorithms, source code, and object code; (b) information regarding either party's finances, business, processes, process parameters, methods, practices, techniques, marketing, customer lists, supplier lists, price lists, pricing terms under this Agreement, product development, research and development, and technical plans and all other compilations of information; and (c) any and all information, of whatever type and in whatever medium, including without limitation all data, ideas, development, know-how, sketches, drawings, models, inventions, formulae, patent, copyright, trade secret and proprietary information, and information relating to procedures, manufacturing, engineering, purchasing, accounting, marketing, sales, customers, suppliers, financial status, creations and improvements of either party. Without limiting the foregoing, all Creative Works are the Confidential Information of AIT Consulting.

Notwithstanding the foregoing, "Confidential Information" excludes anything that (1) was rightfully in Receiver's possession free of any obligation of confidence at or subsequent to the time it was received by the Receiver from the Discloser, (2) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Receiver or its personnel, (3) is independently developed by Receiver without reliance in any way on the Discloser's Confidential Information, or (4) is required to be disclosed in response to a valid order by a court or other governmental body, or otherwise required to be disclosed by law, or (5) is necessary to be disclosed for establishing the rights of either party under this Agreement; and (6) Confidential Information shall not include Customer Data.

In the event that Receiver is required to disclose the Discloser's Confidential Information in response to an order of court or other governmental body, the Receiver must, to the extent allowed by law, give prompt notice to the Discloser so that the Discloser may seek a protective order and/or engage in other efforts to minimize the required disclosure. If the Discloser decides to oppose such disclosure, it may do so at its own expense and the Receiver will cooperate and reasonably assist such opposition. If the Receiver remains legally compelled to make such disclosure, it shall (i) only disclose that portion of the Confidential Information that, in the opinion of its legal counsel, it is required to disclose; and (ii) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment

6.2 Protection. The Receiver shall handle Confidential Information with the same care that the Receiver uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiver

shall at all times take every reasonable precaution to protect and safeguard the Discloser's Confidential Information, to avoid unauthorized disclosure or unauthorized distribution of the Discloser's Confidential Information to any third party, and to avoid unauthorized reproduction or unauthorized use of the Discloser's Confidential Information by any third party, except as provided elsewhere in this Agreement.

6.3 Unauthorized Disclosure. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

6.4 Authorized Disclosure. Notwithstanding the foregoing, the Receiver is authorized to disclose and distribute the Discloser's Confidential Information to employees, representatives, and/or consultants who (i) require access in the course of their assigned duties and responsibilities under this Agreement, and (ii) have agreed to writing not to disclose the confidential information that comes into their possession.

Section 7. Warranties

Each party warrants that it has obtained all necessary governmental approvals, permits or licenses relevant to transacting business hereunder.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AIT CONSULTING MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Customer acknowledges that AIT Consulting has entered into this Agreement and will set its prices for Services to be performed and delivered hereunder in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

Section 8. Limitation of Liability

8.1 Disclaimer. NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR DATA BREACH AND LOSS AND LIABILITY ARISING UNDER SECTION 9.2 OF THIS AGREEMENT.

8.2 No Third Party Beneficiary. THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS BY AND BETWEEN AIT CONSULTING AND CUSTOMER, AND THAT ALL SERVICES AND PRODUCTS ARE PROVIDED SOLELY FOR THE BENEFIT OF CUSTOMER, AND THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. AIT CONSULTING SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR PERFORMANCE OF ITS OBLIGATIONS, FAILURE TO PERFORM ITS OBLIGATIONS, OR RESULTS OF ITS PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT.

8.3 Cap on Monetary Liability. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF AIT CONSULTING AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO AIT CONSULTING PURSUANT TO THE APPLICABLE STATEMENT OF WORK UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 9. Indemnification

9.1 Mutual. To the extent allowed by the constitution and the laws of the State of Texas, each party agrees to indemnify and hold harmless the other party from any liabilities, causes of actions, lawsuits, penalties,



claims or damages that may be made by any third party for the person injury, property damages or death, to the extent resulting from the indemnifying parties' or one or more of its consultants' negligence or willful acts or omissions.

9.2 AIT Consulting. AIT Consulting will defend, indemnify and hold Customer harmless from and against any action brought against Customer to the extent based on a claim that a Service infringes any valid third party copyright, trademark or, to AIT Consulting's knowledge, U.S. patent, and will pay all costs and damages finally awarded against Customer in any such action to the extent attributable to such claim. AIT Consulting shall have no liability to Customer hereunder for infringement which is based upon (a) combination with equipment, software or services not supplied by AIT Consulting; (b) Customer's use of any Service in a manner other than in accordance with its description in a Statement of Work and the provisions of this Agreement; (c) modifications made by persons other than AIT Consulting to the Services if infringement would not have occurred but for such modifications; or (d) compliance with Customer's design or specifications. If any allegation of infringement with respect to any Service is made or, in AIT Consulting's opinion is likely to be made, AIT Consulting may, at its sole option and expense, procure for Customer the right to continue using such Service, or modify or replace such Service so as to avoid the infringement. If neither of these options is, in AIT Consulting's sole opinion, reasonably available, AIT Consulting may cease performance of the indemnified Service and grant Customer a refund of the compensation actually paid by Customer under this Agreement for such indemnified Service. Nothing in the immediately preceding two sentences shall reduce or eliminate AIT Consulting's obligation to defend, indemnify Customer for any such claim of infringement to the extent and in the manner stated in this paragraph.

THIS SECTION STATES THE ENTIRE LIABILITY OF AIT CONSULTING WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES PROVIDED UNDER THIS AGREEMENT.

9.3 Conditions. For indemnity under this Section 9, (a) the indemnified party must promptly notify the indemnifying party of any claim, action or allegation for which indemnity is sought; (b) the indemnifying party has sole control of the defense and settlement of any such claim, action or allegation; (c) the indemnified party must provide the indemnifying party with such assistance in such defense as the indemnifying party may reasonably request; and (d) the indemnified party must not incur any cost or expense for the account of the indemnifying party without the indemnifying party's prior written consent. AIT acknowledges that the defense of any claim or action on behalf of Customer is subject to the prior approval of the Texas Office of the Attorney General when needed.

Section 10. Dispute Resolution

10.1 Each Party agrees that any dispute between the Parties relating to this Agreement will first be submitted in writing to two (2) senior executives of the Parties, who shall promptly meet at a mutually acceptable time and place and, thereafter, as often as they reasonably deem necessary, for good faith discussion and negotiation in an effort to resolve such dispute. Each Party shall identify by notice to the other Party a senior executive that has authority to settle the dispute, which may be changed at any time thereafter also by notice to the other. Each Party shall work in good faith to provide information that is reasonably requested by the other Party

10.2 Non-binding Arbitration. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, then for the next thirty (30) days, either Party may submit the dispute to non-binding arbitration ("Arbitration") conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Specifically, the Parties acknowledge that [MEMBER], as a Texas state agency, has no authority to enter into an agreement for binding arbitration, or to waive its sovereign immunity.

The Arbitration proceeding will take place in Harris County, Texas and the Parties shall use commercially reasonable efforts to promptly conclude the Arbitration but no later than sixty (60) days from the conclusion of the informal negotiation period. The Arbitration will be conducted by an independent qualified arbitrator jointly selected by the Parties. Any communication between a Party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. Each Party shall bear its own costs related to the Arbitration except that the costs imposed by the AAA shall be shared equally.

10.3 Alternatives. Nothing in this Section 10 shall prevent the parties from mutually agreeing in writing to use an alternative means to resolve the dispute, such as non-binding arbitration, case evaluation, summary trial or other procedure.

10.4 Limitation. Sections 10.1 and 10.2 do not apply to disputes involving confidentiality or infringement of intellectual property rights, in which cases either party shall be free to seek available remedies in any forum.

10.5 Choice of Law. 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 Customer is to be in the county in which the principal office of Customer's governing officer is located.

Section 11. Publicity

11.1 Marks. Each party recognizes that all rights in any trademark, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party ("Marks") including goodwill embodied in the other party's trademark or service mark are the sole property of that Party; and hereby agrees that it will not use such other party's Marks without prior written consent of the other Party, except that each Party may use the Marks of the name of the other Party in factual statements that in context are not misleading..

Section 12. Term and Termination

12.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year, unless terminated earlier in accordance with the terms of this Agreement. After the initial year term expires, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by providing thirty (30) days written notice prior to the end of the then current period.

12.2 Termination Event. A "Termination Event" shall be deemed to have occurred if either party: (a) commits a material breach of its obligations under this Agreement, including payment obligations, and such breach remains uncured for a period of thirty (30) calendar days after such party receives written notice of such breach from the other party; (b) becomes insolvent or generally unable to pay its debts as they become due; (c) becomes the subject of bankruptcy and unable to continue performing its obligations hereunder; (d) otherwise ceases to conduct business; (e) commits a material fraudulent act against the other party; or (f) knowingly fails to comply with any material law, statute, rule or regulation applicable to such party with respect to this Agreement. Upon the occurrence of a Termination Event with respect to either party, the other party may immediately terminate this Agreement by giving the other party written notice of its intent to immediately terminate.

12.3 Termination for Convenience. Customer may terminate a Statement of Work and all related Services, in whole or in part, at its convenience, for no cause, by giving AIT Consulting thirty (30) days written notice.

12.4 Effect of Termination. Upon termination or expiration of this Agreement or any Statement of Work, AIT Consulting will invoice Customer for, and Customer shall pay AIT Consulting, all unpaid fees (and charges, expenses, costs and other amounts) for actual Services provided.

12.5 Return of Confidential Information. Upon termination or expiration of this Agreement, each party shall deliver to the other party all copies of such other party's Confidential Information.

12.6 Survival. The rights and obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, including but not limited to the provisions of Section 4 (Price and Payment), Section 5 (Intellectual Property), Section 6 (Confidential Information), Section 7 (Warranties), Section 8 (Limitation of Liability), Section 9 (Indemnification), Section 10 (Dispute Resolution) and Section 13 (Miscellaneous), shall survive the termination or expiration of this Agreement.

Section 13. Miscellaneous

13.1 Relationship of Parties. AIT Consulting is an independent contractor, and nothing in this Agreement shall be deemed to make AIT Consulting an agent, employee, lessor, lessee, sub-lessor, sub-lessee, partner or joint venturer of Customer. At no time will either party represent itself as an agent, employee, lessor, lessee, sub-lessor, sub-lessee, partner or joint venturer of the other party, and no employer-employee relationship shall exist between either party and any employee or agent of the other party. Neither party shall have any express or implied right or authority to assume or create any obligation on behalf or in the name of the other party or to bind the other party in regard to any contract, agreement or undertaking with any third party.

13.2 Assignment. Customer may not assign or transfer any right or obligation under this Agreement without AIT Consulting's prior written consent, which shall not be unreasonably withheld or delayed. AIT Consulting



may not assign this Agreement, without Customer's prior written consent, which shall not be unreasonably withheld or delayed, except that AIT Consulting may assign (i) in connection with a merger, corporate reorganization or sale of all or substantially all of its assets, stock or securities, or (ii) to any entity which is a successor to the assets or the business of AIT Consulting. Under any such assignment by AIT Consulting, such assignee shall be required to expressly assume in writing AIT Consulting's obligations under this Agreement. Any assignment or attempted assignment in violation of this Section shall be null and void. This Agreement shall be binding upon and inure to the benefit of a party's permitted successors and assigns.

13.3 Amendment. The parties agree that this Agreement cannot be altered, amended or modified, except in a writing which is signed by an authorized representative of both Parties.

13.4 Severability. In the event that any one provision or paragraph of this Agreement is declared to be void, illegal or unenforceable, then and in that event such provision or paragraph shall be considered separate and severable from the rest of this Agreement, so that the rest of this Agreement shall remain in full force and effect.

13.5 Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) when a Party receives such notice via a post-marked envelope with the United States Postal Service, postage prepaid, certified mail, and return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) 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:

Customer: The Texas A&M University System
301 Tarrow, Suite 270
College Station, TX 77843
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Email: zimmermann@tamus.edu

PROVIDER: AIT Consulting
131 Wortham Center Dr
3rd Floor Suite 3308
Houston, TX 77065
Attention: Matthew Shirley
Phone: 281-743-3929
Email: mshirley@aitconsultingservices.com

13.6 Headings. All headings used in this Agreement are intended for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

13.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals, prior discussions and writings between the parties with respect thereto.

13.8 Non-Waiver. Customer is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. AIT Consulting expressly acknowledges that Customer is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Customer.

13.9 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 Customer and AIT Consulting to attempt to resolve any claim for breach of contract made by AIT Consulting that cannot be resolved in the ordinary course of business. AIT Consulting shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of Customer, who shall examine AIT Consulting's claim and any counterclaim and negotiate with AIT Consulting in an effort to resolve the claim. This provision and nothing in this Agreement waives Customer's sovereign immunity to suit or liability, and Customer has not waived its right to seek redress in the courts.

13.10 Public Information Act. AIT Consulting acknowledges that Customer 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 Customer's written request, AIT Consulting will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Customer to Customer in a non-proprietary format acceptable to Customer that is accessible by the public. AIT Consulting acknowledges that Customer 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 AIT Consulting agrees that this Agreement can be terminated if AIT Consulting knowingly or intentionally fails to comply with a requirement of that subchapter.

13.11 Certification Regarding Business with Certain Countries and Organizations. AIT Consulting represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. AIT Consulting acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

13.12 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, AIT Consulting 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.

13.13 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, AIT Consulting agrees that any payments owing to AIT Consulting under this Agreement may be applied directly toward certain debts or delinquencies that AIT Consulting 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.

13.14 State Auditor's Office. AIT Consulting 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. AIT Consulting agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. AIT Consulting will include this provision in all contracts with permitted subcontractors.

13.15 HUB Subcontracting Plan. It is the policy of the state of Texas and Customer to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Customer contracting and purchasing. AIT Consulting will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit ___ ("HSP"). Except as specifically provided in the HSP, AIT Consulting will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, AIT Consulting will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.

13.16 Prohibition on Contracts with Companies Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, AIT Consulting certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. AIT Consulting acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.17 Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, AIT Consulting verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

13.18 Verification Regarding Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, AIT Consulting verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. AIT Consulting acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

13.19 Loss of Funding. Performance by Customer 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, Customer will issue written notice to AIT Consulting and Customer may terminate this Agreement without further duty or obligation hereunder. AIT Consulting acknowledges that appropriation of funds is beyond the control of Customer. In the event of a termination or cancellation under this Section, Customer will not be liable to AIT Consulting for any damages that are caused or associated with such termination or cancellation.

13.20 Prior Employment. AIT Consulting acknowledges that Section 2252.901, Texas Government Code, prohibits Customer 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 Customer during the twelve (12) month period immediately prior to the effective date of the Agreement. If AIT Consulting is an individual, by signing this Agreement, AIT Consulting represents and warrants that it is not a former or retired employee of Customer that was employed by Customer during the twelve (12) month period immediately prior to the effective date of the Agreement.

13.21 Conflict of Interest. AIT Consulting 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 Customer or A&M System, has a direct or indirect financial interest in AIT Consulting or in the transaction that is the subject of the Agreement.

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

13.23 Not Eligible for Rehire. AIT Consulting is responsible for ensuring that its employees involved in any work being performed for Customer under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event Customer becomes aware that AIT Consulting has a NEFR Employee involved in any work being performed under this Agreement, Customer 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 Customer.

13.24 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).

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

13.26 Representations & Warranties. If AIT is a business entity, AIT 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 AIT has been duly authorized to act for and bind AIT.

13.27 Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures (the "Security Controls") to safeguard and preserve the confidentiality, integrity, and availability of MEMBER's data. PROVIDER shall periodically provide MEMBER with evidence of its compliance with the Security Controls within thirty (30) days of MEMBER's request.



AIT Consulting Services LLC

Signature: Matthew Shirley

Name: **Matthew Shirley**

Title: **Managing Director**

Date: **06/06/2024**

The Texas A&M University System

Signature: Jeff Zimmermann
Jeff Zimmermann (Jun 6, 2024 10:09 CDT)

Name: **Jeff Zimmermann**

Title: **Executive Director, Procurement**

Date: **06/06/2024**









AIT Consulting Master Consulting Agreement - TAMUS - 6.4.24

Final Audit Report

2024-06-06

Created:	2024-06-06
By:	Haley Dorris (hdorris@aitconsultingservices.com)
Status:	Signed
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