

**SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND WORLD WIDE TECHNOLOGY, LLC**

This Services Agreement ("Agreement") is entered into and effective upon final execution (the "Effective Date"), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as "A&M SYSTEM"), and World Wide Technology, LLC (hereafter referred to as "PROVIDER" or "WWT"). A&M SYSTEM and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively.

A&M SYSTEM and PROVIDER hereby agree as follows:

1. SERVICES

- A. PROVIDER will perform comprehensive services with end-to-end support for the sale, integration and deployment of NVIDIA DGX SuperPOD and all related original equipment manufacturer's ("OEM") products, services, and support to be installed in Texas A&M University's West Campus Data Center ("Data Center"), including consultation, system design, hardware and/or software procurement, integration, deployment and post-deployment support, as further described in Exhibit A, Scope of Services, attached hereto ("Services"), in accordance with the terms and subject to the conditions contained in this Agreement. .
- B. PROVIDER will work with NVIDIA, the A&M System, and one of the A&M System member universities, Texas A&M University ("TAMU" together with A&M System, collectively referred to as "Texas A&M"), in providing the Services pursuant to a Statement of Work ("SOW") executed by authorized representatives of both Parties. Each SOW will reference the requesting party (A&M System or TAMU), the specific Services, fees, costs, and expenses due to PROVIDER, and the period of performance. All SOWs are subject to and incorporate this Agreement. If there is a conflict between a SOW and this Agreement, this Agreement takes precedence, unless expressly provided otherwise.
- C. PROVIDER represents and warrants that it and each of its employees, subcontractors, or agents who will perform the Services has the necessary knowledge, skill, experience, and qualifications to provide and perform the Services in accordance with this Agreement, and the Services will be performed for and delivered to the A&M System in a timely, professional, workmanlike manner in accordance with industry standards, and with a degree of care, skill, and expertise as is required for the provision of services of similar nature. PROVIDER further warrants that the Services will include OEM minimum standard warranty and PROVIDER will pass through to the A&M System any warranty extended to PROVIDER by the OEM.

OEM Products and Services resold under this Agreement shall be governed by either the license agreement between the University and the OEM or, if no such agreement exists, the OEM's standard end user license and support agreements as provided by the OEM ("EULA"). PROVIDER's resale, and the University's use of OEM Products and Services is contingent upon the University agreeing to and executing the OEM's EULA. PROVIDER acknowledges that all such separate terms and conditions, rights and responsibilities by and between the OEM and the University will pass to any order placed by the University hereunder. Whereas PROVIDER is not a party to any such terms between the OEM and

the University, and cannot negotiate the terms of a EULA on the University's behalf.

PROVIDER shall work with both the University and the OEM to confirm final configurations, builds, and designs prior to any orders being placed as a result of this Agreement. For satisfaction of all license support claims or obligations related to the OEM Product and/or Services, the University shall look to the OEM directly but may request assistance from PROVIDER with the administrative processing of their claim with the OEM, which assistance PROVIDER shall use commercially reasonable efforts to provide.

- D. PROVIDER will perform the Services substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to A&M System.
- E. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER's performance of this Agreement.
- F. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.
- G. PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. RFP01 CIO-25-229 (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with PROVIDER's proposal, dated December 27, 2024 ("PROVIDER's Proposal") which was submitted by PROVIDER in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or PROVIDER's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

2. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues for three years (the "Term"), unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any SOW that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement. The Term of the Agreement may be extended for two (2) additional one (1) year periods upon mutual written agreement executed by the Parties.
- B. In the event of a breach of a material term of this Agreement or any SOW by a Party, the non-defaulting Party may terminate this Agreement or any SOW upon ninety (90) days' prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 90-day period. In the event that the A&M System terminates this Agreement or any SOW pursuant to this Section, the A&M System shall receive a pro-rata refund of any pre-paid amounts. The termination of any one SOW will not affect any other SOW or this Agreement.
- C. The A&M System may immediately terminate this Agreement or any SOW if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

3. PAYMENT TERMS

- A. The total compensation to PROVIDER under this Agreement will not exceed \$43,187,785.44 without an amendment to this Agreement.
- B. The A&M System will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (Texas Prompt Payment Act), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. Bill of Materials – Attachment B
 - a. All equipment, materials and services per Attachment B (BOM) shall be invoiced and paid according to the following schedule.
 - i. Payments for OEM equipment are due thirty days after each OEM ships equipment to WWT. Confirmation of receipt of all equipment must be verified by TAMU.
 - ii. For services provided by WWT, A&M System will be invoiced monthly for services rendered in the previous month.
 - iii. As applicable, reference Attachment C – Warehouse Agreement
 - iv. As allowed by the terms stated in Section 3B above
- D. Statements of Work
 - a. The requesting party (A&M System or TAMU) identified in the SOW will pay the amount due to PROVIDER for the Services performed by PROVIDER under the applicable SOW.
 - b. Unless otherwise provided in the applicable SOW, A&M System will be invoiced monthly for Services rendered in the previous month. Each invoice will reference the SOW and Texas A&M's purchase order number (if applicable) and include a description of services provided along with documentation that A&M System may reasonably request to support the invoice amount.
- E. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to the A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>
- F. As an agency of the State of Texas, the A&M System is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

4. DATA PRIVACY AND SECURITY

- A. The A&M System shall retain all right, title, and interest in and to all information, data or other content that the A&M System or its employees, contractors, students, or any other third party on behalf of the A&M System enter, submit or upload to Services or otherwise provide to PROVIDER under this Agreement (collectively, the "A&M System Data").
- B. PROVIDER must promptly notify the A&M System of any legal request for A&M System Data from a third party and take (and assist the A&M System in taking) appropriate steps not to disclose such A&M System Data.
- C. PROVIDER shall, within two (2) days of discovery, report to the A&M System any use or disclosure of A&M System Data not authorized by this Agreement or in writing by A&M

System. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by the A&M System.

- D. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by the A&M System, shall return in acceptable electronic format all A&M System Data in its possession (or in the possession of any of its subcontractors or agents) to the A&M System or, at the A&M System's option, delete all such A&M System Data, if return is not feasible. PROVIDER shall provide the A&M System with at least ten (10) days' written notice of PROVIDER's intent to delete such A&M System Data, and shall confirm such deletion in writing.

5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to disclose information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party") that is either marked or identified as Confidential Information or that a reasonable person would understand by the circumstances of disclosure or the nature of the information itself to be Confidential Information.
- B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exceptions do not apply to A&M System Data that is personally identifiable information.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. 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.

- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

6. OWNERSHIP

PROVIDER irrevocably assigns, transfers and conveys to the A&M System, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by MEMBER. PROVIDER shall secure for the A&M System all consents, releases, and contracts and perform other reasonable acts as the A&M System may deem necessary to secure and evidence the A&M System's rights in any Deliverable.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- C. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), the A&M System hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or the A&M System in writing. PROVIDER

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

8. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless the A&M System, its regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claim, damage, liability, expense or loss asserted against the A&M System Indemnitees arising out of (i) PROVIDER's negligent or willful errors or omissions under this Agreement, or (ii) PROVIDER's breach of any representation or warranty contained herein.

9. INSURANCE

Insurance requirements as stated within Exhibit B, attached hereto.

10. INFORMATION TECHNOLOGY

- A. **Access by Individuals with Disabilities.** If applicable, PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <http://w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, the A&M System may immediately terminate this Agreement, and PROVIDER will refund to the A&M System all amounts paid by the A&M System under this Agreement within thirty (30) days following the effective date of termination.
- B. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of A&M SYSTEM Data ("Security Controls"). Upon written request by the A&M System, PROVIDER shall provide the A&M System with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.
- C. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any

renewal term of this Agreement. PROVIDER shall provide the A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of the A&M System's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, the A&M System may immediately terminate this Agreement, and PROVIDER will provide a refund to the A&M System of any prepaid fees.

- D. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to the A&M System's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by the A&M System. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to the A&M System within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for the A&M System to terminate this Agreement for cause.

11. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. For the avoidance of doubt, this Agreement shall control Purchase Order No. AB0990978 ("PO") and supersede PO Exhibit A - Standard Terms and Conditions. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties, which can include execution of a SOW by the Parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to the A&M System. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of the

A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of the A&M System and its members, including those applicable to conduct on its premises.

- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of the A&M System.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **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).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being

notified, or (iv) on the date of delivery if delivered personally. A&M SYSTEM 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:

A&M SYSTEM: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: jzimmermann@tamus.edu

PROVIDER: World Wide Technology, LLC
7600 Windrose Avenue, Suite G230
Plano, Texas 75024
Attention: Ryan Rogers
Phone: (512) 905-2811
Email: ryan.rogers@wwt.com

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, 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.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against the A&M System is to be in the county in which the principal office of the A&M System's governing officer is located.
- M. **Non-Waiver.** The A&M System 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. PROVIDER expressly acknowledges that the A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of the A&M System.
- N. **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 the A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of the A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives the A&M System's sovereign immunity to suit or liability, and the A&M System has not waived its right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that the A&M System 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 the A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of the A&M System to the A&M System in a non-proprietary format acceptable to the A&M System that is accessible by the public. PROVIDER acknowledges that the A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER 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. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Certification Regarding Products from the Gaza Strip.** To the extent that PROVIDER is providing goods to the A&M System under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- R. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- S. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- T. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the A&M System 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 the A&M

System contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Attachment A ("HSP"). Except as specifically provided in the HSP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.

- V. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- W. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER 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.
- X. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- Y. **Loss of Funding.** Performance by the A&M System 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, the A&M System will issue written notice to PROVIDER and the A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of the A&M System. In the event of a termination or cancellation under this Section, the A&M System will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- Z. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits the A&M System 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 the A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of the A&M System that was employed by the A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.
- AA. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M SYSTEM, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- BB. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise

Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

- CC. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for the A&M System 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 the A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, the A&M System 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 the A&M System.

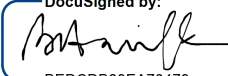
(SIGNATURES TO FOLLOW ON NEXT PAGE)



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

World Wide Technology, LLC

By: 
BEDCDB889EA78479...

By: 
E5C8AD825C76425...

Name: Billy Hamilton

Name: Greg Brush

Title: Deputy Chancellor

Title: VP - Public Sector

Date: 1/29/2025

Date: 1/28/2025

EXHIBIT A - SCOPE OF SERVICES

I. Scope of Services

Upon execution of a Statement of Work detailing the required professional services needed to complete the Project ("Professional Services SOW"), WWT shall provide the Professional Services as detailed in the Professional Services SOW including, but not limited, to the services described below. Following the execution of the Professional Services SOW, the Parties may determine that additional services may be required to meet A&M System's needs and requirements. In the event that the Parties determine that additional services are required, a Change Order to the Professional Services SOW or subsequent SOW shall be negotiated between the Parties. Any Change Order or subsequent SOW must be agreed to and executed by both Parties.

Upon execution of this Agreement, WWT shall provide an initial Statement of Work for a WWT Senior Project Manager ("PM SOW"), whose responsibilities shall include managing client interactions, developing project schedules, minimizing risk, and proactively managing changes in Project scope. The Senior Project Manager shall collaborate with A&M Systems to manage finances and utilization across projects. Specific to NVIDIA/HPC Projects, the Senior Project Manager shall be responsible for coordinating activities with the Project's key partners, including NVIDIA's Storage, Cabling and Management Framework teams.

The Senior Project Manager will work with the stakeholders to conduct a series of remote discovery and scoping sessions ("Project Scoping Workshop") with NVIDIA and A&M System to properly define the Project requirements and will deliver the Professional Services SOW detailing the required professional services needed to support the efforts from all vendors involved. Upon execution of the Professional Services SOW, the Senior Project Manager will work with all parties to ensure a successful outcome. WWT intends that this be the same resource throughout the term of the Project to ensure consistency.

Pursuant to the terms of the Professional Services SOW, PROVIDER shall be responsible for Professional Services including, but not limited to, the following:

- 1. Collaborating with NVIDIA and Texas A&M to ensure smooth implementation of the DGX™ SuperPOD solution**
 - a) WWT will ensure the successful implementation of the NVIDIA DGX™ SuperPOD by leveraging our comprehensive partnership with NVIDIA, which includes our status as an Elite Partner and extensive experience in AI infrastructure deployment. WWT collaborates closely with NVIDIA to provide AI data center solutions tailored to meet the high-performance demands of AI and machine learning workloads. WWT will provide up to forty (40) hours of remote NVIDIA Subject Matter Expert support to NVIDIA and Texas A&M throughout the course of the project.
- 2. Providing local/on-site project management and coordination**
 - a) As part of our overall Program Management team, WWT will provide an onsite Project Manager for a duration of the project not to exceed 22 weeks for the 3SU solution and 26 weeks for the 4SU solution, and no more than 20 hours per week.
- 3. Assisting with site preparation and infrastructure readiness assessment**

- a) WWT employs a structured and comprehensive approach to assist with site preparation and infrastructure readiness assessment. Our process begins with detailed site surveys conducted by our Facilities Infrastructure Team (FIT) to evaluate the current state of the site, including power availability, cooling systems, network connectivity, and physical space constraints. This thorough examination lays the groundwork for a smooth deployment process.
- b) WWT will perform one (1) pre-installation site survey during a visit of one (1) day to verify the Data Center meets the NVIDIA-specified environmental requirements of the SuperPOD solution and report any identified deficiencies to Texas A&M. Remediation of any identified issues is considered out of scope. The site survey will audit the following criteria:
 - Identify the distance and whether there is smooth access from loading dock to staging area and Data Center
 - Identify number of floors separating loading dock, staging area and Data Center
 - Identify overhead and under floor pathways for power and communications connectivity noting which pathways are utilized by each
 - Identify the rack type and dimensions and rack PDU (rPDU) type
 - Identify distance between each row of the racks and height of each rack
 - Identify height from Data Center floor to cable tray on top of racks
 - Identify the distances required for all in-scope cabling
 - Identify where the inter-rack cable tray is available
 - Identify the server lift make, model and weight capacity
 - Identify install locations for all in-scope hardware based on Texas A&M-provided rack layout information
- c) WWT will not be responsible for any remediation but can add this scope under a separate statement of work.

4. Purchase of all products identified on the 3SU Bill of Materials spreadsheet/Sales Quotation (Attachment B) to include coordination of the delivery and installation.

- a) WWT's North American Integration Center (NAIC) contains nearly 5 million square feet of warehouse and integration space and meets the highest industry standards for quality control and inventory management. The highly secure facility features redundant power with more than 150 tons of cooling capacity and a flexible design to accommodate increasing volumes while simultaneously configuring and integrating thousands of complex systems per week, including NVIDIA DGX servers. Our Oracle-based Warehouse Management System (WMS) provides end-to-end tracking, ensuring rigorous quality standards. Utilizing WWT's NAIC ensures that systems arrive on site tested and ready for installation avoiding costly project delays.
- b) The following tasks will be performed on all hardware in the final SuperPOD BOM (3SU):
 - Receive and inventory the equipment
 - Equipment will be verified against the purchase order, checked for damages, and staged for additional services
 - Unbox and stage the equipment
 - Power-on testing to confirm the equipment is not Dead on Arrival (DOA)
 - Apply one (1) Customer-provided tag to each device based on specific Customer instructions

- Each asset tag will be cross-referenced with the device's serial number and stored in WWT's Oracle ERP
- This cross-reference information is then available to Texas A&M through WWT's online portal
- Apply one (1) device label on each device per Texas A&M's label content and placement specifications

NVIDIA DGX H200 Server Tasks

- Perform pre-operating system (OS) services
 - Update local DGXOS (if necessary for Firmware update process)
 - Update firmware to latest supported version (if necessary)
- Perform burn-in testing for up to five (5) hours
- Capture a Quality Assurance (QA) record to ensure the system is functional

Dell Server Tasks

- Perform pre-operating system (OS) services
 - Update firmware to latest supported version (if necessary)
- Perform burn-in testing for up to twenty-four (24) hours
- Capture a Quality Assurance (QA) record to ensure the system is functional

NVIDIA Switch Tasks

- Perform burn-in testing for up to twenty-four (24) hours
- Capture a Quality Assurance (QA) record to ensure the system is functional

DDN Storage Tasks

- Perform burn-in testing for up to twenty-four (24) hours
- Capture a Quality Assurance (QA) record to ensure the system is functional

Shipping

- Re-box devices in the OEM-provided packaging
- Prepare up to ten (10) shipments

5. Supporting NVIDIA during the physical installation and the logical configuration of the compute and network

- a) In addition to the previously mentioned 40 hours of remote SME support, WWT will provide up to two (2) on-site Layer 1 technicians and one (1) Layer 1 Foreman for a total of up to three (3) weeks during normal business hours Monday – Friday to assist with the physical installation.

6. Assisting with network integration and storage network connectivity, performing network testing and validation and system operational validation tests

- a) WWT's approach to network integration and storage connectivity is comprehensive and centered around the use of our Global Integration Centers and Advanced Technology Center (ATC). WWT's Integration Centers are located in North America, Europe, and Asia, and offer environments equipped with advanced networking and secure remote access specifically designed for staging, kitting, and configuring advanced technology solutions. These centers are staffed with certified engineers who have the technical expertise necessary to reduce the risk, cost, and complexity associated with IT deployments.

- b) WWT engineers leverage our ATC, a collaborative ecosystem equipped with cutting-edge technology, to design, build, educate, demonstrate, and deploy innovative technology products and integrated architectural solutions. This facility provides the perfect environment for conducting proofs of concept, evaluating reference architectures, and directly comparing competing solutions. The ATC houses a multi-tenant private cloud infrastructure organized into research, testing, training, and integration labs, which ensures customers can make informed decisions about their technology investments.
- c) For network testing and validation, WWT adheres to rigorous industry standards and best practices. The ATC enables WWT engineers to perform product demonstrations virtually and provides a platform for customer evaluations, proofs of concept, and pilot projects. Specifically, some of the key aspects of our testing and validation processes include:
 - Performance Testing: Engineers check devices under load and assess performance under conditions similar to those in a customer's environment, ensuring the network components meet the expected performance criteria.
 - Interoperability Testing: Conducted to determine the compatibility and protocol compliance of different network devices, ensuring they can function together seamlessly.
 - Functionality Testing: Validating the services provided by a device or solution, which includes "green-light testing" to verify power-on functionality and detailed configuration tests.
 - System Operational Validation: Before interoperability, new features, and upgrades can be adopted, they must pass operational validation tests, ensuring full functionality and performance standards in a simulated real-world environment. This includes staging or reviewing production rollouts before disrupting a production environment.
- d) Furthermore, the ATC facilitates scenario-specific tests and evaluations, such as the comparison of multiple OEM solutions in a lab environment closely mimicking a production setup. This not only accelerates the time it takes for customers to evaluate and implement new solutions but also reduces the risk of operational disruptions during deployment.

7. Offering local, on-site technical assistance during and after deployment

- a) As part of WWT's on-site support stated above, our technicians will perform the following tasks to support connectivity and validation:
 - Storage connectivity of up to nineteen (19) DDN AI400X2 storage appliances and one (1) DDN Insight server per the OEM-provided cabling matrix.
 - WWT will make and dress up to eight (8) InfiniBand network connections from each AI400X2 to corresponding NVIDIA MQM9700 switch ports for storage fabric connectivity
 - WWT will make and dress up to one (1) Ethernet network connection per appliance and Insight server for out of band management (OOB) to corresponding OOB switch ports
 - WWT will make and dress up to two (2) Ethernet network connections from the Insight server to corresponding In-Band management switch ports
 - WWT will visually verify "green light" status for all powered-on server, network, and storage devices included in the final SuperPOD solution BOM.
 - In the event a green light is not present, WWT will document and provide the device information to NVIDIA and Texas A&M.

- WWT will visually confirm network connections within the SuperPOD solution and provide photo evidence that each connection has a green link light.
 - In the event there is not an active green light, WWT will run signal across cable when possible, and if needed will replace the cable with a provided spare.
- All other testing and validation is considered out of scope for WWT

8. Conducting user training sessions in collaboration with NVIDIA

- a) In addition to the training being performed by NVIDIA, WWT can offer Texas A&M the use of our AI Proving Ground. The AI Proving Ground is a dedicated environment where Texas A&M can:
 - Test and Validate AI Solutions: Experiment with AI technologies in a controlled setting to ensure they meet your specific needs and requirements.
 - Accelerate AI Adoption: Quickly prototype and iterate on AI solutions, reducing the time from concept to deployment.
 - Collaborate with Experts: Work alongside WWT's AI and data science experts to refine and optimize AI models and strategies.
 - Access Cutting-Edge Infrastructure: Utilize high performance computing resources and advanced AI tools to support your AI initiatives.
 - Summary of Equipment in the AI Proving Ground:
 - High performance computing clusters
 - Advanced GPUs (Graphics Processing Units)
 - High-speed networking equipment
 - Large-scale data storage solutions
 - AI development and deployment tools

9. Assisting with documentation of the deployed solution

- a) As part of our on-site support, WWT will assist in the documentation of the deployed solution by providing photographs of the front and back of up to 76 SuperPOD racks showing power and connectivity green lights.

10. Facilitating communication between Texas A&M, NVIDIA, and other involved parties

- a) WWT's Program Management team will facilitate communication between Texas A&M, NVIDIA, and other involved parties through a structured approach supported by established methodologies and best practices. Key elements include:
 - Project Initiation: WWT follows a project initiation process that begins with planning the project with the key stakeholders. The process begins with planning a project initiation with NVIDIA, DDN, and Texas A&M during which all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified and planned for.
 - The project initiation will consist of the following tasks:
 - Define roles and responsibilities of the project core team
 - Articulate project objectives, priorities, technologies being deployed, and key Deliverables
 - Identify the work required to achieve the project goals
 - Establish a high-level schedule for the project
 - Develop communication and escalation plans

- Develop strategies for mitigating major project risks
- Plan the project success criteria
- Understand project dependencies
- Project Schedule: The WWT Project Manager will produce a project schedule to support the SuperPOD implementation. The WWT Project Manager will work with Texas A&M and OEM project managers to assist in the incorporation of the schedule into a master schedule.
- Status Meetings: The WWT Project Manager will conduct daily stand up calls of up to thirty minutes, and twice weekly status meetings with all stakeholders. The meeting agenda will include overview of project health and status, review and discussion of RAID (risk, action items, issues, and decisions needed), discussion of timeline and upcoming next steps. The meeting will include a predefined list of stakeholders, and meeting minutes.
- Status Reporting: The WWT Project Manager will produce a status report once per week that will display the health and status of the project, risk/issues, and upcoming next steps. WWT Project Manager will use the standard WWT status report format unless otherwise discussed during the project initiation phase. This can be populated and stored in Customer repository or sent to a defined distribution list.
- Coordination and Escalation: The WWT Project Manager will serve as the primary point of contact for the coordination of resources and workstreams as well as escalations throughout the duration of the project.

11. TOP500 Testing

- a) A&M System and WWT shall work together with the goal of completing the TOP500 test prior to April 28, 2025 (“TOP500 Date Deadline”), or as otherwise agreed upon by both parties in writing. WWT shall provide commercially reasonable assistance for A&M system to meet the TOP500 Date Deadline. As A&M System’s partner in connection with this Project, WWT will not be responsible for: adherence to requirements that are subjective or based on incomplete information; delays caused by A&M System, OEMs, or other third parties; delays caused by shipping delays or the unavailability of Products; programs selected by Customer; circumstances beyond WWT’s reasonable control, including site availability and/or site readiness; or cascading delays resulting from any of the foregoing. As the project progresses, the parties may discover that adherence to the TOP500 Date Deadline is not reasonably practicable in light of the actual the scope, nature or volume of services, or unforeseen events, and, in that event, will meet in good faith to discuss needed revisions.

12. Other services not listed above

- a) WWT’s offering may include the Services described above, or other Services as defined in a SOW.
- b) WWT offers Texas A&M a range of AI readiness workshops designed to help your organization understand and implement AI solutions effectively such as ‘AI to Improve Grant Writing and Grant Acceptance.’ These workshops ensure data readiness, infrastructure support, and strategic planning for AI adoption. Below is the purpose and scope for each of the workshops:
 - AI Readiness Workshops:

- Purpose: These workshops are designed to help Texas A&M understand specific industry use cases, create strategies, and ensure their data is ready for AI solutions.
 - Scope: They cover the deployment of manageable, reliable, secure, and scalable AI solutions, including discussions on AI security and governance. The goal is to help Texas A&M understand timelines for deploying AI proofs of concept and scaling AI solutions.
 - High Performance Computing Workshop:
 - Purpose: To help Texas A&M understand high-performance architectures.
 - Scope: Emphasizes computational power and efficiency in processors, memory, storage, and networking.
 - Practical AI Briefing:
 - Purpose: To cover the application of AI for making data-driven business decisions at Texas A&M.
 - Scope: Focuses on improving efficiency and positively impacting finances by extracting insights from data.
 - Data Foundations of AI Briefing:
 - Purpose: To explore the importance of a comprehensive data strategy for Texas A&M.
 - Scope: Focuses on Data Mesh versus Data Fabric approaches.
- c) These offerings are tailored to help Texas A&M effectively understand and implement AI solutions, ensuring data readiness, infrastructure support, and strategic planning for AI adoption. We look forward to the opportunity to work with Texas A&M and support your AI initiatives.
- d) In addition to these workshops, WWT can offer Texas A&M the use of our AI Proving Ground. The AI Proving Ground is a dedicated environment where Texas A&M can:
- Test and Validate AI Solutions: Experiment with AI technologies in a controlled setting to ensure they meet your specific needs and requirements.
 - Accelerate AI Adoption: Quickly prototype and iterate on AI solutions, reducing the time from concept to deployment.
 - Collaborate with Experts: Work alongside WWT's AI and data science experts to refine and optimize AI models and strategies.
 - Access Cutting-Edge Infrastructure: Utilize high performance computing resources and advanced AI tools to support your AI initiatives.
 - Summary of Equipment in the AI Proving Ground:
 - High performance computing clusters
 - Advanced GPUs (Graphics Processing Units)
 - High-speed networking equipment
 - Large-scale data storage solutions
 - AI development and deployment tools
- e) WWT has already made a significant investment exceeding \$500 million in the ATC and AI Proving Ground with a commitment to invest an additional \$500 million over the next three years in AI infrastructure and services. These investments ensure that the ATC and AI proving ground are equipped with the latest technology and infrastructure to support advanced AI research and development.

II. Services and Support

1. WWT will support NVIDIA's coordination of full-stack support by providing comprehensive services that align with NVIDIA's end-to-end support strategy for the DGX solution, ensuring that all aspects of computing, networking, and storage components are seamlessly integrated. WWT's team will work in parallel with NVIDIA to set up clear escalation paths and response time commitments, leveraging our expertise in deploying and supporting sophisticated AI infrastructure. Our ePDIO methodology, which ensures project requirements are thoroughly planned, designed, and implemented, will be pivotal in maintaining seamless support across all solution elements.
2. In terms of the Premium Technical Account Manager (PTAM), WWT will closely collaborate with NVIDIA to outline the role and responsibilities of the PTAM, ensuring that they act as an effective interface between NVIDIA, WWT, and the Texas A&M team. WWT will facilitate frequent check-ins and performance reviews, coordinated through regular status meetings and reporting mechanisms to ensure continued alignment and proactive planning.
3. For the NVIDIA Deep Learning Institute (DLI) Training, WWT will assist in the development and administration of customized learning paths for cluster management and user training tailored specifically for researchers and the academic community at Texas A&M. By leveraging WWT's robust training programs and collaborative environments like the AI Proving Ground, we will ensure that customized hands-on workshops and detailed training credits and certification options are provided. This comprehensive training approach will empower users to maximize the benefits of the AI infrastructure in a structured and supportive learning environment. To support the TOP500 HPL Benchmark run, WWT will work with NVIDIA to conduct detailed High Performance LINPACK (HPL) benchmark tests, utilizing the latest NVIDIA DGX systems, including models like DGX A100, DGX H100, and DGX B200. WWT will ensure meticulous preparation and execution of the benchmark, setting clear performance expectations based on a 3 SU design. Our engineers will provide a detailed analysis and reporting of benchmark results, ensuring transparency and actionable insights for Texas A&M's AI research initiatives. Through our collaborative approach, WWT will help validate the performance and efficiency of the deployed AI infrastructure, supporting Texas A&M in achieving their objectives efficiently and effectively. Shall provide a project management approach that demonstrates ability to work with NVIDIA for successful deployment and completion of the project.
4. WWT's project management methodology leverages a comprehensive, client-focused approach designed to ensure success through structured planning, execution, and continuous improvement practices. Central to our methodology are the ePDIO and EDGAR processes, which guide our project teams in delivering high-quality results that meet client-specific needs. The ePDIO methodology (Engage, Plan, Design, Implement, Operate) follows the Project Management Institute (PMI) framework and is utilized for project delivery. This approach starts with the Engage phase, where WWT conducts a discovery process with Texas A&M to identify initiatives, create a work order, and fund the project. During the Plan phase, project initiation includes resource assignment, a Project Launch Workshop (PLW), project management planning, schedule creation, and logistical planning. The Design phase involves completing the technical architecture of the project, including high- and low-level designs, acceptance criteria, validation of materials, and infrastructure reviews. During the Implement phase, planning and design components are executed and brought together for deployment, with a focus on ensuring readiness through pre-established plans and procedures. The Operate phase marks the closure of the project with hand-

offs and documentation reviews, ensuring all requirements are met and obtaining project acceptance.

5. Complementing ePDIO, the EDGAR process (Engage, Discover, Gap, Analyze, Report) is a gap analysis methodology used for detailed assessments. This process begins with a target and current state discovery through inspections, interviews, and workshops. The Analyze phase involves a comparison of findings, identifying gaps, and developing preliminary recommendations. Finally, the Report phase delivers comprehensive recommendations and artifacts as per the project's requirements.
6. Additionally, WWT employs a Quality Management System (QMS) based on ISO 9001:2015 to manage risks effectively and ensure quality delivery. The QMS is a proactive risk-management program covering scope management, resource management, expectations, schedules, budgets, and deliverables, designed to consistently provide products and services that meet or exceed customer and regulatory requirements.
7. For risk management, WWT uses a structured approach to identify, quantify, and mitigate risks throughout the project's life cycle. This involves thorough risk documentation, alternative action plans, and a process for continuous monitoring and updating of the risk portfolio. Our methodology also includes corrective actions through a Corrective Action Request (CAR) or Supplier Corrective Action Request (SCAR) process to address and resolve issues swiftly.
8. WWT's project management methodology ensures meticulous planning, risk management, and alignment with client requirements to deliver successful, high-quality projects.

EXHIBIT B - INSURANCE

The PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Coverage	Limit
1. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit
Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.	
2. <u>Automobile Liability</u>	
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage. If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.	
3. <u>Commercial General Liability</u>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000
The required commercial general liability policy will be issued on a form that insures PROVIDER’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.	
4. <u>Umbrella Liability Insurance</u>	\$5,000,000
5. <u>Professional Liability including Network Security and Privacy/Cyber Liability</u>	
PROVIDER shall procure and maintain for the duration of the contract Insurance with limits of not less than \$2,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional	

services rendered by or on behalf of PROVIDER under this Agreement. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this **agreement and shall include, but not limited to, claims involving infringement of intellectual property**, trademark, trade dress, invasion of privacy violations, information theft or misuse, damage to or destruction of electronic information, release of private information, breach of data, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to maintain such coverage or purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement. [SYSTEM AND/OR MEMBER] shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, the System and its members require and shall be entitled to the broader coverage and/or higher limits maintained by the PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System and its members.

6. **Additional Endorsements**

The Auto and Commercial General Liability Policies shall include the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the PROVIDER as additional insureds.

7. PROVIDER will deliver to A&M System:

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

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will include The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and A&M System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

PROVIDER will send notice to A&M System ten (10) days prior to the effective date of cancellation,

material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

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

The Texas A&M University System
301 Tarrow Street
College Station, TX 77840
Attn: Jeff Zimmermann
Facsimile Number: 979-458-6101
Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing.

ATTACHMENT A – HUB Subcontracting Plan

[Attached hereto and incorporated herein.]

ATTACHMENT B – WWT Sales Quotation

[Attached hereto and incorporated herein.]

ATTACHMENT C – Warehousing Agreement

[Attached hereto and incorporated herein.]



HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

The Texas A&M University System has established agency specific goals. Respondents are required to use the following:

- **30%** for all building construction, including general contractors and operative builders, contracts
- **35%** for all professional services contracts
- **11%** for all other services contracts
- **45%** for all commodities contracts
- **10%** for all special trade construction contracts
- **10%** for all heavy construction contracts

The Texas A&M University System has determined that the required Good Faith Effort is met in the following manner:

- a) When responding to an RFP, ITB, or a professional services RFQ, either Method A or Method B is acceptable
- b) When responding to a building construction RFP or submitting as part of a buyout package, **only Method B is acceptable**

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: World Wide Technology, LLC State of Texas VID #: 1431912895600
 Point of Contact: Carol Harting Phone #: 3414-995-6103
 E-mail Address: carol.harting@wwt.com Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: RFP01-CIO-25-229 Bid Open Date: 12/27/2024

(mm/dd/yyyy)

Enter your company's name here: World Wide Technology, LLCRequisition #: RFP01-CIO-25-229**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Project Management to support RFP Scope	10 %	0 %	0 %
2	HPC Engineer	5 %	0 %	0 %
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	15 %	0 %	0 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☒ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☒ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

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

Enter your company's name here: World Wide Technology, LLCRequisition #: RFP01-CIO-25-229

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

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

Gregory Brush
Signature

Gregory Brush
Printed Name

Vice-President
Title

12/26/2024
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: World Wide Technology, LLC State of Texas VID #: 1431912895600
 Point-of-Contact: _____ Phone #: 3414-995-6103
 E-mail Address: carol.harting@wwt.com Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: The Texas A&M University System Phone #: 979-458-3265
 Point-of-Contact: SO-HUBProgram@tamus.edu Bid Open Date: 12/27/2024
 Requisition #: RFP01-CIO-25-229 (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable



Sales Quotation

Quote # 7159925.4
Quote Date JAN-16-2025
Expiration Date FEB-15-2025
Quote Name NVIDIA AI Center of Excellence Project - RFP
NUMBER: RFP01-CIO-25-229
- Tab 1 - 3SU

Submitted By

ISR Kara Bertram
Kara.Bertram@wwt.com
AM Ryan Rogers
Ryan.Rogers@wwt.com

Submitted To



TEXAS A & M UNIVERSITY (TX)

Issue PO To

World Wide Technology, LLC.
1 World Wide Way
Saint Louis, MO 63146 US

Please see attached EULA for DDN

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
Nvidia Hardware						
1	920-9B210-00FN-0M0	NVIDIA	Hardware	56	\$24,955.57	\$1,397,511.92
	Description: NVIDIA Quantum 2 based NDR InfiniBand Switch, 64 NDR ports, 32 OSFP port s, 2 Power Supplies (AC), Standard depth, Managed, P2C airflow, Rail Kit					
2	920-9N110-00F1-0C0	NVIDIA	Hardware	8	\$2,185.81	\$17,486.48
	Description: Nvidia Spectrum based 1GBase-T/100GbE 1U Open Ethernet switch with Cumul us Linux, 48					
3	920-9N302-00F7-0C2	NVIDIA	Hardware	6	\$19,439.78	\$116,638.68
	Description: NVIDIA Spectrum-3 based 100GbE 2U Open RJ45 ports and 4 QSFP28 ports, Dual Power ports, 2 Power Supplies (AC), x86 CPU, standard					
4	920-9B020-00RA-0D0	NVIDIA	Hardware	4	\$17,175.80	\$68,703.20
	Description: NVIDIA UFM Appliance 3.0 for UFM Telemetry or UFM Enterprise, 1U server with 2x ConnectX-7 NDR Single-port 400Gb/s InfiniBand adapter,					
5	980-9I693-00NS00	NVIDIA	Hardware	194	\$1,064.99	\$206,608.06
	Description: NVIDIA single port transceiver, 400Gbps,NDR, QSFP112, MPO12 APC, 850nm M MF, up to 50m, fkat top					
6	980-9I510-00NS00	NVIDIA	Hardware	1,628	\$1,472.09	\$2,396,562.52
	Description: NVIDIA twin port transceiver, 800Gbps,2xNDR, OSFP, 2xMPO12 APC, 850nm MM F, up to 50m,					
7	980-9I515-00NS00	NVIDIA	Hardware	8	\$1,064.99	\$8,519.92
	Description: NVIDIA single port transceiver, 400Gbps,NDR, OSFP, MPO12 APC, 850nm MMF, up to 50m, flat					
8	980-9I51A-00NS00	NVIDIA	Hardware	380	\$1,472.09	\$559,394.20
	Description: NVIDIA twin port transceiver, 800Gbps,2xNDR, OSFP, 2xMPO12 APC, 850nm MM F, up to 50m,					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
9	980-9I73U-000003	NVIDIA	Hardware	508	\$46.71	\$23,728.68
	Description: NVIDIA passive fiber cable, MMF , MPO12 APC to MPO12 APC, 3m					
10	980-9I73V-000005	NVIDIA	Hardware	66	\$48.73	\$3,216.18
	Description: NVIDIA passive fiber cable, MMF, MPO12 APC to MPO12 APC, 5m					
11	980-9I57X-00N010	NVIDIA	Hardware	620	\$55.84	\$34,620.80
	Description: NVIDIA passive fiber cable, MMF, MPO12 APC to MPO12 APC, 10m					
12	980-9I57Z-000020	NVIDIA	Hardware	456	\$67.01	\$30,556.56
	Description: NVIDIA passive fiber cable, MMF, MPO12 APC to MPO12 APC, 20m					
13	980-9I570-00N030	NVIDIA	Hardware	320	\$76.14	\$24,364.80
	Description: NVIDIA passive fiber cable, MMF, MPO12 APC to MPO12 APC, 30m					
14	980-9I17Q-00CM00	NVIDIA	Hardware	4	\$530.97	\$2,123.88
	Description: Mellanox optical module, 100GbE, 100Gb/s, QSFP28, LC-LC, 1310nm, CWDM4, up to 2km					
15	980-9I71G-00J000	NVIDIA	Hardware	4	\$52.79	\$211.16
	Description: Mellanox cable module, ETH 10GbE, 40Gb/s to 10Gb/s, QSFP to SFP+					
16	980-9I251-00IS00	NVIDIA	Hardware	4	\$80.21	\$320.84
	Description: Mellanox module, ETH 1GbE, 1Gb/s, SFP, Base-T, up to 100m					
17	980-9I13X-00C005	NVIDIA	Hardware	29	\$305.58	\$8,861.82
	Description: Mellanox active fiber cable, ETH 100GbE, 100Gb/s, QSFP, LSZH, 5m					
18	980-9I134-00C010	NVIDIA	Hardware	166	\$313.70	\$52,074.20
	Description: Mellanox active fiber cable, ETH 100GbE, 100Gb/s, QSFP, LSZH, 10m					
19	980-9I13F-00C020	NVIDIA	Hardware	126	\$329.95	\$41,573.70
	Description: Mellanox active fiber cable, ETH 100GbE, 100Gb/s, QSFP, LSZH, 20m					
20	980-9I13N-00C030	NVIDIA	Hardware	36	\$342.13	\$12,316.68
	Description: Mellanox active fiber cable, ETH 100GbE, 100Gb/s, QSFP, LSZH, 20m					
21	980-9I11Z-00H005	NVIDIA	Hardware	48	\$1,821.34	\$87,424.32
	Description: NVIDIA AOC splitter, IB twin port HDR, 400Gb/s to 2x200Gb/s, OSFP to 2xQ SFP56, 5m					
22	980-9I572-00N005	NVIDIA	Hardware	4	\$75.13	\$300.52
	Description: NVIDIA passive fiber cable, MMF, MPO12 APC to 2xMPO12 APC, 5m					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
23	DGXH-G1128+P2EDI36	NVIDIA	MNT/Support	95	\$218,412.73	\$20,749,209.35
Description: DGX H200 8X 141GB Full with Business Std Support, EDU, 3 Years						
						SUBTOTAL : \$25,842,328.47

Nvidia Support

24	790-CN7NNZ+P2CMI36	NVIDIA	MNT/Support	56	\$11,975.74	\$670,641.44
	Description: NVIDIA ENT Business Critical Support Services NBD On-Site CE for MUA9602 H Appliance,3 Years NVIDIA Corporation - 793-CU9NNZ+P2CMI36					
25	781-C23NNZ+P2CMI36	NVIDIA	MNT/Support	8	\$893.41	\$7,147.28
	Description: NVIDIA ENT Business Critical Support Services NBD On-Site CE for MUA9602 H Appliance,3 Years NVIDIA Corporation - 793-CU9NNZ+P2CMI36					
26	781-C46NNZ+P2CMI36	NVIDIA	MNT/Support	6	\$7,192.97	\$43,157.82
	Description: NVIDIA ENT Business Critical Support Services NBD On-Site CE for SN4600 Series,3 Years					
27	793-CU9NNZ+P2CMI36	NVIDIA	MNT/Support	4	\$8,241.71	\$32,966.84
	Description: NVIDIA ENT Business Critical Support Services NBD On-Site CE for MUA9602 H Appliance,3 Years NVIDIA Corporation - 793-CU9NNZ+P2CMI36					
28	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	194	\$293.40	\$56,919.60
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
29	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	1,628	\$293.40	\$477,655.20
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
30	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	8	\$293.40	\$2,347.20
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
31	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	380	\$293.40	\$111,492.00
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
32	785-CPFN0Z+P2CMI36	NVIDIA	MNT/Support	508	\$20.30	\$10,312.40
	Description: NVIDIA Business Critical Service for Passive Fiber					
33	785-CPFN0Z+P2CMI36	NVIDIA	MNT/Support	66	\$20.30	\$1,339.80
	Description: NVIDIA Business Critical Service for Passive Fiber Cables,3 Years					
34	785-CPFN0Z+P2CMI36	NVIDIA	MNT/Support	620	\$20.30	\$12,586.00
	Description: NVIDIA Business Critical Service for Passive Fiber Cables,3 Years					
35	785-CPFN0Z+P2CMI36	NVIDIA	MNT/Support	456	\$20.30	\$9,256.80
	Description: NVIDIA Business Critical Service for Passive Fiber Cables,3 Years					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
36	785-CPFN0Z+P2CMI36	NVIDIA	MNT/Support	320	\$20.30	\$6,496.00
	Description: NVIDIA Business Critical Service for Passive Fiber Cables,3 Years					
37	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	4	\$293.40	\$1,173.60
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
38	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	4	\$293.40	\$1,173.60
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
39	785-CTRN0Y+P2CMI36	NVIDIA	MNT/Support	4	\$293.40	\$1,173.60
	Description: NVIDIA Business Critical Service for Transceivers,3 Years					
40	785-CAON0Z+P2CMI36	NVIDIA	MNT/Support	29	\$207.11	\$6,006.19
	Description: NVIDIA Business Critical Service for Active Fiber Cables,3 Years					
41	785-CAON0Z+P2CMI36	NVIDIA	MNT/Support	166	\$207.11	\$34,380.26
	Description: NVIDIA Business Critical Service for Active Fiber Cables,3 Years					
42	785-CAON0Z+P2CMI36	NVIDIA	MNT/Support	126	\$207.11	\$26,095.86
	Description: NVIDIA Business Critical Service for Active Fiber Cables,3 Years					
43	785-CAON0Z+P2CMI36	NVIDIA	MNT/Support	36	\$207.11	\$7,455.96
	Description: NVIDIA Business Critical Service for Active Fiber Cables,3 Years					
44	785-CAON0Z+P2CMI36	NVIDIA	MNT/Support	48	\$207.11	\$9,941.28
	Description: NVIDIA Business Critical Service for Active Fiber Cables,3 Years					
45	785-CPFN0Z+P2CMI36	NVIDIA	MNT/Support	4	\$20.30	\$81.20
	Description: NVIDIA Business Critical Service for Passive Fiber Cables,3 Years					
SUBTOTAL : \$1,529,799.93						

Nvidia License

46	797-YUFETA+P2CMI36	NVIDIA	Software	195	\$137.06	\$26,726.70
Description: NVIDIA UFM Ent Subscription SW with Business Critical for up to 1000 Inf iniBand Adapters (HCAs),3 Years NVIDIA Corporation - 797-YUFETA+P2CMI36						
						SUBTOTAL : \$26,726.70

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
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Nvidia Maintenance

47	788-D2M06L+P2CMI00	NVIDIA	Services	2	\$69,290.00	\$138,580.00
	Description: NVIDIA Infrastructure Startup Engineer, 6 Months. 8 hours per week, local business hours, minimum utilization unit - 4 hours. NVIDIA Corporation - 788-D2M06L+P2CMI00					
48	788-D1X20B+P2CMI00	NVIDIA	Services	3	\$165,483.81	\$496,451.43
	Description: Onsite physical installation and remote logical configuration of one SU (256 H100/H200/B200- GPU) systems. Price per SU. T&E included NVIDIA Corporation - 788-D1X20B+P2CMI00					
49	718-DG7070+P2CMI00	NVIDIA	MNT/Support	95	\$0.92	\$87.40
	Description: Mandatory Installation DGX H200, Partner Installed NVIDIA Corporation - 718-DG7070+P2CMI00					
50	723-TAMP00+P2CMI36	NVIDIA	MNT/Support	1	\$469,385.32	\$469,385.32
	Description: NVIDIA Premium Technical Account Manager, Remote, 3 Years NVIDIA Corporation - 723-TAMP00+P2CMI36					
SUBTOTAL : \$1,104,504.15						

Nvidia Software

51	728-SWBDL+P2EDI36	NVIDIA	Software	95	\$63,408.19	\$6,023,778.05
Description: DGX software and std support Subscription (NVIDIA Base Command with NVIDIA AI Enterprise), EDU, 3 Years NVIDIA Corporation - 728-SWBDL+P2EDI36						
						SUBTOTAL : \$6,023,778.05

Nvidia Training

52	719-DLI010+P2CMI12	NVIDIA	Services	30	\$9,149.82	\$274,494.60
Description: NVIDIA Learning Credits (Pack of 100), 1 Year NVIDIA Corporation - 719-DLI010+P2CMI12						
						SUBTOTAL : \$274,494.60

Dell Management Server

53	210-BGRR	DELL	Hardware	4	\$4,820.08	\$19,280.32
	Description: PowerEdge R760XA Server					
54	461-AAIG	DELL	Hardware	4	\$33.94	\$135.76
	Description: Trusted Platform Module 2.0 V3					
55	321-BJKF	DELL	Hardware	4	\$460.12	\$1,840.48
	Description: 2.5" Chassis with up to 8 SAS/SATA Drives, Front PERC 11					
56	338-CHSR	DELL	Hardware	4	\$1,114.00	\$4,456.00
	Description: Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
57	338-CHSR	DELL	Hardware	4	\$1,114.00	\$4,456.00
	Description: Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400					
58	379-BDCO	DELL	Services	4	\$0.00	\$0.00
	Description: Additional Processor Selected					
59	412-BBCP	DELL	Hardware	4	\$75.64	\$302.56
	Description: Heatsink for 2 CPU Configuration with OCP					
60	370-AAIP	DELL	Software	4	\$0.00	\$0.00
	Description: Performance Optimized					
61	370-BBRX	DELL	Hardware	4	\$0.00	\$0.00
	Description: 5600MT/s RDIMMs					
62	780-BCDS	DELL	Services	4	\$0.00	\$0.00
	Description: Unconfigured RAID					
63	405-AAZB	DELL	Hardware	4	\$1,131.14	\$4,524.56
	Description: PERC H755 SAS Front					
64	750-ADWP	DELL	Hardware	4	\$17.14	\$68.56
	Description: Front PERC Mechanical Parts, rear load					
65	384-BBBL	DELL	Software	4	\$0.00	\$0.00
	Description: Performance BIOS Settings					
66	800-BBDM	DELL	Software	4	\$0.00	\$0.00
	Description: UEFI BIOS Boot Mode with GPT Partition					
67	387-BBEY	DELL	Services	4	\$0.00	\$0.00
	Description: No Energy Star					
68	750-BBCC	DELL	Hardware	4	\$99.09	\$396.36
	Description: Gen 2 Fan					
69	450-AJEV	DELL	Hardware	4	\$791.70	\$3,166.80
	Description: Dual, Hot-Plug, Power Supply 2400W Redundant, D Mixed Mode					
70	330-BCFY	DELL	Hardware	4	\$1,196.84	\$4,787.36
	Description: Riser Config 0, 4x16 FH Slots (Gen5), 4x16 FH DW GPU Capable Slots (Gen5)					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
71	384-BDJV	DELL	Hardware	4	\$0.00	\$0.00
	Description: R760XA Motherboard					
72	379-BFXT	DELL	Hardware	4	\$0.00	\$0.00
	Description: Dell Connectivity Client - Disabled					
73	634-CYDF	DELL	Software	4	\$0.00	\$0.00
	Description: Dell Connectivity Module					
74	528-CTIC	DELL	Software	4	\$167.67	\$670.68
	Description: iDRAC9, Enterprise 16G					
75	528-COYT	DELL	Software	4	\$33.94	\$135.76
	Description: Secured Component Verification					
76	540-BDYY	DELL	Hardware	4	\$1,071.48	\$4,285.92
	Description: Nvidia ConnectX-6 Dual Port 100 GbE QSFP56 Adapter, OCP 3.0					
77	540-BFDW	DELL	Hardware	4	\$33.94	\$135.76
	Description: R760XA/XE8640/XE9640 OCP 3.0 Cable					
78	540-BDKD	DELL	Hardware	4	\$47.66	\$190.64
	Description: Broadcom 5720 Dual Port 1GbE LOM					
79	321-BKQT	DELL	Hardware	4	\$6.51	\$26.04
	Description: GPU Filler for Intel and NVIDIA GPUs					
80	325-BFCG	DELL	Hardware	4	\$16.80	\$67.20
	Description: PowerEdge 2U Standard Bezel					
81	350-BCML	DELL	Hardware	4	\$0.00	\$0.00
	Description: Dell EMC Luggage Tag					
82	403-BCRU	DELL	Hardware	4	\$908.62	\$3,634.48
	Description: BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)					
83	470-BBCD	DELL	Hardware	4	\$17.14	\$68.56
	Description: BOSS Cables, Power/Signal, Riser1 for R760xa					
84	350-BCMN	DELL	Services	4	\$20.23	\$80.92
	Description: No Quick Sync					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
85	379-BCSF	DELL	Software	4	\$0.00	\$0.00
	Description: iDRAC,Factory Generated Password					
86	379-BCQX	DELL	Services	4	\$0.00	\$0.00
	Description: iDRAC Service Module (ISM), NOT Installed					
87	470-AEYU	DELL	Services	4	\$0.00	\$0.00
	Description: No Cables Required					
88	379-BCQY	DELL	Services	4	\$0.00	\$0.00
	Description: iDRAC Group Manager, Disabled					
89	470-BBFB	DELL	Hardware	4	\$112.81	\$451.24
	Description: GPU Factory Installed Cable for DW, L					
90	470-BBFC	DELL	Hardware	4	\$112.81	\$451.24
	Description: GPU Factory Installed Cable for DW, R					
91	490-BJLK	DELL	Hardware	4	\$6.51	\$26.04
	Description: GPU,Filler Blank,R760xa					
92	490-BJLK	DELL	Hardware	4	\$6.51	\$26.04
	Description: GPU,Filler Blank,R760xa					
93	750-BBDC	DELL	Hardware	4	\$3.80	\$15.20
	Description: GPU, Right + Left Filler Sponge, R760xa					
94	611-BBBF	DELL	Services	4	\$0.00	\$0.00
	Description: No Operating System					
95	605-BBFN	DELL	Services	4	\$0.00	\$0.00
	Description: No Media Required					
96	770-BFCF	DELL	Hardware	4	\$97.44	\$389.76
	Description: ReadyRails Sliding Rails (B25)					
97	770-BFCG	DELL	Hardware	4	\$23.52	\$94.08
	Description: Strain Relief Bar, 2U					
98	330-BCLL	DELL	Hardware	4	\$0.00	\$0.00
	Description: BOSS Shroud					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
99	631-AACK	DELL	Services	4	\$0.00	\$0.00
	Description: No Systems Documentation, No OpenManage DVD Kit					
100	340-DGLL	DELL	Freight	4	\$16.80	\$67.20
	Description: PowerEdge R760XA Shipping					
101	340-DKSH	DELL	Hardware	4	\$51.09	\$204.36
	Description: PowerEdge R760XA Shipping Material					
102	343-BBYF	DELL	Hardware	4	\$0.00	\$0.00
	Description: PE R760XA No CCC or CE Marking					
103	340-DMRG	DELL	Hardware	4	\$0.00	\$0.00
	Description: NAC eligible 5A992.c					
104	894-3727	DELL	MNT/Support	4	\$3,833.67	\$15,334.68
	Description: ProSupport 7x24 Technical Support and Assistance 3 Years					
105	894-3735	DELL	MNT/Support	4	\$0.00	\$0.00
	Description: ProSupport Next Business Day On-Site Service After Problem Diagnosis 3 Years					
106	894-3736	DELL	MNT/Support	4	\$342.53	\$1,370.12
	Description: Dell Hardware Limited Warranty Plus On-Site Service					
107	989-3439	DELL	MNT/Support	4	\$0.00	\$0.00
	Description: Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355					
108	885-0606	DELL	Hardware	4	\$620.94	\$2,483.76
	Description: Basic Deployment PowerEdge R Series 1u2u					
109	370-BBRY	DELL	Hardware	48	\$737.86	\$35,417.28
	Description: 32GB RDIMM, 5600MT/s, Dual Rank					
110	345-BEPV	DELL	Hardware	4	\$1,154.69	\$4,618.76
	Description: 800GB SSD SAS, Mixed Use, up to 24Gbps 512e 2.5 Hot Plug, AG Drive, 3DWPD					
111	450-AEIT	DELL	Hardware	8	\$6.86	\$54.88
	Description: PowerCord, 250V, 2FT, C19/C20, US					
112	540-BDNF	DELL	Hardware	4	\$1,234.35	\$4,937.40
	Description: Nvidia ConnectX-7 Single Port NDR200 OSFP PCIe, No Crypto, Full Height					

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	CUST. PRICE	EXT. PRICE
113	490-BGUT	DELL	Hardware	8	\$4,902.75	\$39,222.00
Description: NVIDIA Ampere A30, PCIe, 165W, 24GB Passive, Double Wide, Full Height GPU						
SUBTOTAL : \$157,874.76						

Option 1 - Ref Arch Solution

114	DDN STORAGE SYSTEMS	DATADIRECT NETWORKS	Hardware	1	\$5,168,010.46	\$5,168,010.46
	Description: SuperPOD, Metadata and DDN Insight Monitoring detailed according to attached PPT Proposal					
115	MON-SW-INS-ES-1	DATA DIRECT NETWORKS	Services	1	\$69,001.53	\$69,001.53
	Description: DDN Insight Monitoring Software and Support subscription for SFA/EXAScaler, per SFA					
116	DDN SUPPORT	DATA DIRECT NETWORKS	MNT/Support	1	\$1,324,428.38	\$1,324,428.38
	Description: Qty 1 - Premium Onsite Support, 3-years Qty 1 - Premium EXAScaler Software Support; 3 years					
117	PSB-HW-INST	DATADIRECT NETWORKS	Services	1	\$133,561.35	\$133,561.35
	Description: Qty 1 - DDN hardware installation Qty 1 -Essential Parallel File System remote services deployment bundle					
118	EST. SHIPPING	DATADIRECT NETWORKS	MNT/Support	1	\$55,062.89	\$55,062.89
	Description: Shipping with Deferred (Ground) Service					
SUBTOTAL : \$6,750,064.61						

3SU Professional Services Option

119	SUPPLY CHAIN SERVICES	WORLD WIDE TECHNOLOGY	Services	1	\$70,949.00	\$70,949.00
	Description: OPTIONAL - Supply Chain services provided by WWT in response to Texas A&M AI COE RFP					
120	PS INSTALL	WORLD WIDE TECHNOLOGY	Services	1	\$422,271.26	\$422,271.26
	Description: Delivery & Integration Services provided by WWT in response to Texas A&M AI COE RFP					
						SUBTOTAL : \$493,220.26

TOTALS	
Hardware Total	\$10,401,344.98
Software Total	\$6,051,311.19
MNT/Support Total	\$24,144,678.07
Services Total	\$1,605,390.09
Freight Items Total	\$67.20
Subtotal	\$42,202,791.53
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$42,202,791.53

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.

~~Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.~~

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

~~Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.~~

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

~~All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>, provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.~~

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

Warehousing Agreement

This Warehousing Agreement (“Agreement”) is entered into as of this 17 day of January 2025 (“Effective Date”) by and between [World Wide Technology, LLC, a Missouri limited liability company with its principal place of business at 1 World Wide Way, Saint Louis, MO 63146] (“WWT”) and The Texas A&M University System, an agency of the state of Texas with its principal place of business at 301 Tarrow St., Suite 273, College Station, Texas 77840 (“A&M SYSTEM” or “Customer”).

WWT agrees to hold certain new, unused product that WWT purchases on behalf of Customer pursuant to the applicable terms of sale and which is identified in WWT’s quotes (“Product”) at the North American Integration Center (“NAIC”), or other locations as mutually agreed to by the parties (collectively “Warehouse”) for a period of time until it is shipped to the Customer location designated in the order (“Location”) pursuant to the options and terms below.

1. Bill and Hold. Upon receipt of the Product at the Warehouse, WWT will invoice the Customer for the Product and title to the Product will pass to Customer.

2. Warehouse Storage Fees. For all Product in WWT’s Warehouse regardless of who holds title, WWT will invoice Customer a monthly pallet fee at a rate of fifty-five dollars (\$55) per pallet.

3. Maximum Hold Time.

WWT will not hold the Product for a period exceeding one (1) year. Any Product that remains in WWT’s possession longer than one (1) year from the date WWT receives the Product at the Warehouse shall be promptly shipped to the Customer-provided shipping Location at Customer’s expense.

4. Taxes. The invoice will be taxed (including any VAT, if applicable) at the tax rate for the Warehouse where the Product is being held (unless an appropriate exemption certificate is provided).

7. Risk of Loss; Insurance

WWT will bear the risk of loss for the Product upon delivery to the Warehouse and will be responsible for, have and maintain Property insurance to cover loss of or damage to the Product while in WWT’s care, custody and control while physically located at the Warehouse. WWT’s Property Insurance will be written on a replacement costs basis but excluding Difference in Conditions (“DIC”) and Difference in Limits (“DIL”) coverage when damage or loss is caused by events outside of WWT’s control, such as earthquake, flood, windstorm/tornado, etc., to which WWT shall have no liability for loss or damage to the Product. Customer will have risk of loss responsibility to Product for events outside of WWT’s control and Customer shall provide their own DIC and DIL coverage. WWT will have the responsibility of insuring only the values as set forth in the purchase order, at a replacement cost basis

Unless otherwise agreed by the parties, WWT will arrange shipment of the Product on a WWT directed carrier and maintain risk of loss of such Product until it is delivered to the Customer delivery location. Customer shall be responsible to note any damages to the Product on the bill of lading with the transportation carrier and inform WWT of such damages within one hundred twenty (120) hours of receipt.

8. Indemnity

Each Party, to the extent authorized under the Constitution and the laws of the state of Texas, agrees to hold harmless and indemnify the other Party against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses, including attorneys’ fees, to the extent arising out of or related to any third-party claims of death, personal injury or property damage resulting from the gross negligence or willful misconduct of the indemnifying Party or its employees.

9. Limitation of Liability

In no event shall WWT’s aggregate liability to Customer under this Agreement exceed the greater of (a) ten (10) million US dollars, or (b) the insurance proceeds received by WWT to replace the Product. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Notice; Governing Law; Force Majeure. All notices required or permitted under this Agreement shall be deemed duly given (a) when delivered by hand or sent by email; (b) one (1) day after delivery by overnight delivery, or (c) three (3) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid. In each case, notice must be sent to the

physical address or the email address for the other Party noted below the signature line of this Agreement, or to such other physical address and/or email address as either Party shall furnish to the other in writing in accordance with this Section 8. If it becomes necessary for either Party to institute any legal action against the other Party, the prevailing Party in such action shall, to the extent authorized under the Constitution and the laws of the state of Texas, be entitled to its reasonable attorneys' fees and costs. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the state of Texas without regard to its conflict of law principles. With the exception of Customer's payment obligations, neither Party shall be liable for any failure to perform due to acts of force majeure, which shall include acts of God, natural disasters, epidemics, pandemics, supply chain disruptions, riots, war, terrorism, civil disorder, court order, labor dispute; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or any other similar causes beyond its reasonable control ("Force Majeure") provided that the Party subject to the Force Majeure gives prompt notice to the other Party and takes commercially reasonable steps to remedy the Force Majeure and mitigate the damages therefrom.

11. General Terms. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. Neither Party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights. This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of this Amendment shall be binding upon either Party unless made in writing and signed on their behalf by their duly authorized representatives. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the Parties. No modification shall be affected by WWT's receipt or acceptance of an Order, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by WWT. All typographical or clerical errors are subject to correction.

IN WITNESS WHEREOF, the Parties have executed this Warehousing Agreement as of the date of the last signature.

Signed by:



E5C8AD829C70425...

World Wide Technology, LLC

Title:

VP - Public Sector

Date:

1/17/2025

DocuSigned by:



BEDCDB89EA78479

The Texas A&M University System

Title:

Deputy Chancellor

Date:

1/17/2025

DS



**AMENDMENT No. 1
TO THE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND WORLD WIDE TECHNOLOGY, LLC**

This Amendment No. 1 ("Amendment") serves to amend the Services Agreement, effective January 29, 2025, between The Texas A&M University System ("System") and World Wide Technology, LLC ("PROVIDER"), and is effective February 5, 2025 ("Amendment Effective Date"). System and PROVIDER agree to amend the agreement as follows:

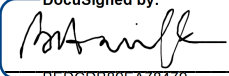
EXHIBIT A - SCOPE OF SERVICES

Exhibit A is updated to include the following:

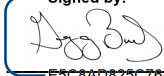
- SoW 1 - SuperPod Implementation

All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

DocuSigned by:

By: _____
BILLY HAMILTON
Deputy Chancellor & CFO
Date: 2/7/2025

World Wide Technology, LLC:

Signed by:

By: _____
Greg Brush
VP - Public Sector
Date: 2/7/2025



Texas A&M University System

SoW 1 - SuperPod Implementation
Phase 1 Project Management Services

February 5, 2025

PRESENTED BY

Ryan Rogers
Client Executive
World Wide Technology, LLC
ryan.rogers@wwt.com
www.wwt.com



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PROPRIETARY NOTICE The information contained in this statement of work is the confidential information of World Wide Technology, LLC. This statement of work and the information contained herein shall not be disclosed outside the company named above, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this statement of work.



1 Overview

This Statement of Work (SOW) defines the services World Wide Technology, LLC (WWT) will execute based on Texas A&M University System (A&M System or Customer) requirements. The responsibilities and requirements for this engagement are defined in this SOW to support a clear understanding of the services to be performed.

The pricing submitted with this SOW reflects the services described herein.

WWT will meet A&M System project schedule; however, actual engagement dates will be subject to receipt of A&M System PO, signed SOW, and availability of WWT resources.

1.1 Project Management Services

WWT will provide a remote Sr. Project Manager experienced in NVIDIA DGX deployments on a T&E basis to provide assistance in standing up the NVIDIA SuperPod implementation program at A&M System. The Sr. Project Manager will perform the following tasks:

- Provide coordination between A&M System, NVIDIA, DDN, Dell, and WWT to facilitate scoping workshops and meetings
- Provide coordination between WWT's North American Integration Center (NAIC), A&M System, and potential third-party sites, if one is used
- Develop and maintain a project timeline
- Maintain Risk, Issue, Action and Decision Log
- Provide weekly updates on the overall status of the activities

1.2 Out of Scope

The following items have been determined to be out of scope relative to this SOW and are identified in order to avoid any confusion.

- In the normal course of business, WWT does not require receipt of any personally identifiable information, protected health information, or other structured personal or sensitive information as defined by applicable data protection laws ("Protected Data") in its performance of the Services hereunder. Access to or receipt of any Protected Data is expressly out of scope for WWT Services under this SOW. In order to perform the Services set forth in an applicable SOW (or this SOW), however, out herein, WWT may access Customer Confidential Information. All such access shall be within the Customer's network and pursuant to the Customer's security processes and protocols
- Any work not specifically listed as a task in this document is considered out of scope

2 Customer Responsibilities

All services performed by WWT will be based on the following assumptions and Customer responsibilities. Changes to these assumptions or Customer failure to meet its responsibilities may affect scope and cost.



- A&M System will designate a single point of contact to whom all WWT communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays)
- A&M System will have suitable technical staff as mutually agreed upon by both parties available for the duration of the engagement as defined by the project schedule. The A&M System staff will need to participate in and support the various tasks of the project as required as defined by the project schedule or other tasks not that may have a direct impact on completion of this project
- A&M System is responsible for the identification and interpretation of, and ensuring compliance with, all laws, statutes, rules, regulations and standards applicable to its or its affiliates' business or operations

Note: Success of the project is dependent on the responsibilities above. A&M System shall complete all required tasks in this section without delay to allow continuous work effort by WWT personnel.

3 Assumptions

In preparing this SOW, WWT made certain assumptions for items not expressly documented during discussions with A&M System. Changes to these assumptions may affect scope and cost.

- Notwithstanding any contrary or contradictory terms in any other contract, agreement or otherwise, no other intellectual property is transferred hereunder. For purposes of clarity, WWT retains all rights to its intellectual property including, but not limited to, its skill sets, tools, know-how, methodologies, processes, and any improvements, enhancements, and other modifications thereto
- WWT will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from A&M System or third party vendors
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding WWT-observed holidays, unless otherwise negotiated and noted in this SOW
- WWT will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- WWT shall rely upon any standard operating procedures or practices of A&M System and any direction, or regulatory or other guidance provided by A&M System as agreed to during the project initiation
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, A&M System
- All business days worked as part of this project will be consecutive unless agreed to in advance by both A&M System and WWT
- Notwithstanding any conflicting or contrary terms in the Agreement, including any applicable order of precedence, A&M System understands that WWT personnel located globally may perform the Services herein and, by its authorized signature, A&M System expressly acknowledges and approves
- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement(s) that impacts



WWT's ability to transact business in the affected country, WWT reserves the right to defer or exclude scope obligations for the countries impacted. WWT will reduce the cost commensurate with the reduced scope

- No WWT Personnel will be onsite in this engagement. A&M System is not required to complete a WWT Customer Safety Assessment Questionnaire ("Safety Questionnaire"). If there is a change that requires any WWT personnel to be onsite, then TAMU will complete a Safety Questionnaire, available at wwt.com/csqa, for each site or for each group of sites with reasonably similar risks. A Change Order will address the onsite hazards, personnel safety measures, and any additional requirements

4 Pricing Summary

This is a Time and Expenses effort as described above. Costs for hardware and software are not included in WWT's fees.

Fees setout below are contingent upon performance of the services continuously and without delay

The hourly labor rates for this effort are as follows:

Professional Services

Resource	Hourly Rate	Estimated Hours	Total
Sr. Project Manager	\$250.00	60	\$15,000.00
Estimated Total			\$15,000.00

Note:

- Pricing shown in U.S. dollars. Pricing is valid for ninety (90) days from the date of the SOW
- Taxes are not included in the above pricing
- An invoice will be generated monthly for time and expenses incurred during that month
- Actual travel expenses will be billed as incurred
- Payment Terms are net-30 days from WWT invoice date

4.1 Project Change Control

- If either party requests a change to this SOW or in the performance of Services for any reason including:
 - A change to the agreed upon project timeline, schedule, or duration, or
 - An absence of or delay in approvals or access to facilities, equipment, or materials necessary to perform the Services, or
 - Change in the performance of work onsite or remotely, or
 - Identification of onsite hazards and related safety and risk mitigation measures, or
 - Non-compliance or delayed compliance with a condition, responsibility, or assumption set out herein, or
 - A deficiency in fulfillment or delayed fulfillment in Product delivery, or
 - Any other circumstances outside of WWT's control



Then the requesting party will promptly notify the other party, and WWT will prepare and submit to TAMU a proposed Change Order (CO). The CO will describe the proposed change(s) and the impact on schedule and cost. A&M System will promptly review and either approve or reject a proposed CO in writing within five (5) business days. WWT reserves the right to stop performing the Services pending the resolution of a proposed CO without liability for subsequent delays. A proposed change is not binding on either party until a CO is signed by both WWT and A&M System and accompanied by a Purchase Order (if applicable).

- If a proposed change results from a cancellation, delay, or change to an agreed upon project schedule and less than fourteen (14) days' notice has been provided, the CO will include up to two (2) weeks' charges for the scheduled personnel and non-refundable travel expenses (if any)
- If the project is delayed for more than fourteen (14) calendar days, then the project will be rescheduled. WWT will staff the rescheduled project with qualified personnel available at that time
- If the project is delayed for thirty (30) calendar days or more for reasons outside of WWT's direct control, WWT may invoice A&M System for work performed, and A&M System shall pay such invoice per the payment terms



Appendix 1: Approval to Proceed with Project

The undersigned parties each understand and agree that this SOW accurately sets forth the services that WWT will provide A&M System.

Following receipt of signed SOW and A&M System Purchase Order*, a WWT Project Manager will be in contact to discuss next steps. WWT requires a minimum of four (4) weeks' notice to begin project implementation from date of receipt of signed SOW and TAMU's Purchase Order*. WWT price quote is valid for ninety (90) days from date of this SOW.

Initial DS
MS JD

Signed by: Billy Hamilton 2/7/2025
(Signature) (Print Name) Date
Texas A&M University System

Signed by: Greg Brush 2/7/2025
(Signature) (Print Name) Date
World Wide Technology, LLC

Please return all pages of this signed SOW and Purchase Order* to your WWT Account Manager.

Customer Contact Name
Customer Contact Title
Customer Phone Number
Customer Email Address
Project Site Address

*If this form is not accompanied by a Purchase Order, please complete the information below:

Customer Bill to Address	
Customer A/P Representative Name	
Customer A/P Representative Email	
Reference # (for invoicing) if not Purchase Order	

Unless the parties have an executed Master Agreement governing the performance of services hereunder, the terms and conditions contained in the following link shall apply to this SOW: <https://www.wwt.com/standaloneterms-us>