

HOTEL CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the standard contract and/or purchase order form ("Hotel Contract") provided by JDHQ Hotels, LLC, d/b/a Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center ("Hotel") entered into between The Texas A&M University System ("A&M System") and the Hotel located at 7600 John Q. Hammons Drive, Frisco, TX 75034. All terms used herein and not otherwise defined shall have the same meaning as in the Hotel Contract. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. A&M System and Hotel may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Hotel Contract is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. None of the provisions listed below, if they appear in the Hotel Contract, have any effect or are enforceable against A&M System:
 - a. Requiring A&M System to maintain any type of insurance either for A&M System's benefit or for the Hotel's benefit.
 - b. Renewing or extending the Hotel Contract beyond the contract term or automatically continuing the contract period from term to term.
 - c. Requiring or stating the terms of the Hotel Contract shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
 - d. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Hotel Contract, or resolving any dispute under the Hotel Contract. The Hotel Contract and the obligations of the parties under this Hotel Contract shall be construed and enforced in accordance with the laws of the State of Texas.
 - e. Releasing the Hotel or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - f. Requiring any total or partial compensation or payment by A&M System for damages in excess of the actual losses incurred by the Hotel if the Hotel Contract is terminated before the end of the contract term.
 - g. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - h. Binding A&M System to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - i. Obligating A&M System to pay costs of collection or attorneys' fees.
 - j. Obligating A&M System to indemnify, defend or hold harmless any party.

The following language is added to the Hotel Contract:

Cancellation. In the event A&M System must cancel the Hotel Contract, Hotel will make every effort to resell the space (including, but not limited to, sleeping rooms, meeting rooms, and/or conference rooms) reserved by A&M System in order to reduce A&M System's cancellation/attrition fees. Resold space will be credited to reducing any obligations that A&M System may have incurred. A&M System will not pay any cancellation/attrition fees/liquidated damages until after the departure date. A copy of Hotel's occupancy report, concerning the space reserved by A&M System for the dates cancelled by A&M System, shall be delivered to A&M System within ten (10) business days of departure date.

A&M System, at any time prior to the arrival date with written notice, may cancel the Hotel Contract without liability or penalty, in the event one or more of the following occur:

- i. A force majeure event as described below, renders either party's performance impossible, or is materially affected. In the event of cancellation under this Item 1, **Hotel** agrees to return any deposits paid by **A&M System**. In the event **A&M System** decides to continue with its reserved use of the **Hotel** despite such circumstances, **Hotel** will waive any fees related to a reduced-sized program or event including, but not limited to, any food and beverage attrition fees and space rental.
- ii. There is a change in ownership or management of the **Hotel** prior to the scheduled arrival date.
- iii. **Hotel** enters into bankruptcy proceedings, becomes insolvent or subject to foreclosure, or takes any other like action for the benefit of creditors or debtors prior to the scheduled arrival date.

Direct Bill Account. If there are any charges which accrue and are payable by **A&M System**, they will be applied to a master account and direct billed. If an existing direct bill account is not already established and on file, **A&M System** will submit information required to establish a direct bill account prior to the Hotel Contract start date. Under this Hotel Contract, the **A&M System** credit card shall only be used to secure the room block. All room charges will be paid by each individual reserving a room.

Payment Of Master Account. The outstanding balance of **A&M System's** direct bill account, if any, and excluding disputed charges, will be due following the event and payable within thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, **HOTEL** shall invoice such remaining charges to **A&M System**. Payment of the revised charges shall be payable within thirty (30) days of receipt of invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

Payment Terms. All payments required under the Hotel Contract are due and payable on or before thirty (30) days from the date **A&M System** receives a true and correct invoice for same. Notwithstanding the foregoing, all invoices shall be subject to the Texas Prompt Payment laws.

Insurance. The liability of the A&M System and its members for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the A&M System and its members, as state agencies, are protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

Governing Law and Venue. The validity of the Hotel Contract and all matters pertaining to this Hotel Contract, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **A&M System** shall be in the county in which the primary office of the chief executive officer of **A&M System** is located.

Tax Exempt Status. As an agency of the State of Texas, **A&M System** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

State Auditor's Office. **Hotel** understands that acceptance of funds under this Hotel Contract 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. **Hotel** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **Hotel** will include this provision in all contracts with permitted subcontractors.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code, is applicable to this Hotel Contract, 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 **A&M System** and **Hotel** to attempt to resolve any

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

Notices. Any notice required or permitted under this Hotel Contract must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. **A&M System** and **Hotel** 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
 College Station, TX 77840
 Attention: Jeff Zimmermann
 Phone: 979-458-6410
 Email: jjzimmermann@tamus.edu

HOTEL: **Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center**
 7600 John Q. Hammons Drive
 Frisco, TX 75034
 Attention: Stephanie McClure
 Phone: _____
 Email: stephanie.mcclure@atriumhospitality.com

Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Hotel Contract for failure or delay in fulfilling or performing any obligation under this Hotel Contract 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).

Non-Assignment. **Hotel** shall neither assign its rights nor delegate its duties under this Hotel Contract without the prior written consent of **A&M System**.

Entire Agreement. This Addendum and the **Hotel's** Contract Form constitute 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 Hotel Contract. This Hotel Contract may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

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 AgreementHotel Contract, and that the person signing this AgreementHotel Contract is duly authorized to enter into this AgreementHotel Contract on its behalf.

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.

Severability. In case any one or more of the provisions contained in this Hotel Contract 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 Hotel Contract 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 Hotel Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Hotel Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of **A&M System** to enter into certain terms and conditions of this Hotel Contract, including, but not limited to, those terms and conditions relating to liens on **A&M System's** property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on **A&M System** except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Hotel Contract by **A&M System** nor any other conduct, action, or inaction of any representative of **A&M System** relating to this Hotel Contract constitutes or is intended to constitute a waiver of **A&M System's** or the state's sovereign immunity.

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

Public Information. **Hotel** acknowledges that **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 Hotel Contract, as well as any other disclosure of information required by applicable Texas law. Upon **A&M System's** written request, **Hotel** will promptly provide specified contracting information exchanged or created under this Hotel Contract for or on behalf of **A&M System** to **A&M System** in a non-proprietary format acceptable to **A&M System** that is accessible by the public. **Hotel** acknowledges that **A&M System** may be required to post a copy of the fully executed Hotel Contract 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 Hotel Contract and **Hotel** agrees that this Hotel Contract can be terminated if **Hotel** knowingly or intentionally fails to comply with a requirement of that subchapter.

Payment of Debt or Delinquency to the State. Pursuant to Section 2107.008 and 2252.903, *Texas Government Code*, **Hotel** agrees that any payments owing to **Hotel** under the Hotel Contract may be applied directly toward certain debts or delinquencies that **Hotel** owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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*, **Hotel** certifies that it is not ineligible to receive the payments under this Hotel Contract and acknowledges that this Hotel Contract may be terminated and payment may be withheld if this certification is inaccurate.

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

Certification Regarding Business with Certain Countries and Organizations. **Hotel** 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. **Hotel** acknowledges this Hotel Contract may be terminated immediately if this certification is inaccurate.

Conflict of Interest. **Hotel** certifies, to the best of its knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of **A&M System** or A&M System, has a direct or indirect financial interest in **Hotel** or in the transaction that is the subject of the Agreement.

Certification Regarding Products from the Gaza Strip. PROVIDER represents and warrants that the goods it provides to MEMBER under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

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

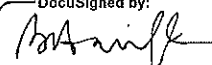
Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Hotel Contract, **Hotel** verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of this Hotel Contract against a firearm entity or firearm trade association. **Hotel** acknowledges this Hotel Contract may be terminated and payment withheld if this verification is inaccurate.

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

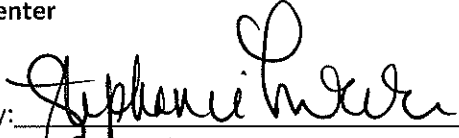
ACCEPTED & AGREED:

DS
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The Texas A&M University System

DocuSigned by:
By: 
BEDCDB88EA78479...
Name: Billy Hamilton
Title: Deputy Chancellor
Date: 7/1/2024

JDHQ Hotels, LLC, d/b/a Embassy Suites by
Hilton Dallas-Frisco Hotel & Convention
Center

By: 
Name: Stephanie McQuire
Title: DO SM
Date: 7/1/2024

GROUP SALES EVENT AGREEMENT

This Group Sales Event Agreement ("Agreement") is by and between The Texas A&M University System, ("Group" or "you" or "your(s)") and JDHQ Hotels, LLC, d/b/a Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Leslie Lenser	Name of "Event":	2025 Texas A&M Technology Summit
Title:	Executive Director	Date(s) of Event:	Saturday, February 22, 2025 - Saturday, March 1, 2025
Responsible Party (Company Name or Individual):	The Texas A&M University System	Post to Reader Board as:	2025 Tech Summit
Address:	301 Tarrow Street	Hotel Contact:	Stephanie McClure
City, State, Zip:	College Station, TX 77840	Title:	Director of Sales & Marketing
		Property Address:	7600 John Q. Hammons Drive Frisco, TX 75034
Phone:	214-293-5551	Phone:	
Email	llenser@tamus.edu	Email:	stephanie.mcclure@atriumhospitality.com

GUEST ROOM BLOCK AND RATES: Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

Rates for your Event are confirmed as shown in the schedule. The prevailing U.S. Federal Government per diem rate during the Event dates for the Hotel's geographic location. In order to receive the government rate, a valid government photo ID is required at the time of check-in.

GUEST ROOMS and RATES TAMU

DAY, DATE	STANDARD SUITE - \$122.00
SATURDAY, FEBRUARY 22, 2025	5
SUNDAY, FEBRUARY 23, 2025	180
MONDAY, FEBRUARY 24, 2025	258
TUESDAY, FEBRUARY 25, 2025	258
WEDNESDAY, FEBRUARY 26, 2025	20

GUEST ROOMS and RATES VENDORS

DAY, DATE	STANDARD SUITE - \$189.00
SUNDAY, FEBRUARY 23, 2025	35
MONDAY, FEBRUARY 24, 2025	40
TUESDAY, FEBRUARY 25, 2025	30
WEDNESDAY, FEBRUARY 26, 2025	5

Total Room Nights Agreed: 831

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 16% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us and have not used any person or service entitled to a commission.

PARKING There will be a charge of \$9.00 for guests' overnight self-parking, and an hourly charge for your attendees who are not staying at the Hotel of \$3.00 for each hour thereafter up to a maximum charge of \$18.00. Valet Parking \$28 per car per day.

Group shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the Event or in any other manner, lump these fees into any category such as tax or room rate.

COMPLIMENTARY ACCOMMODATIONS

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The Hotel will provide one (1) complimentary room night, at the lowest Group room rate, on a cumulative basis, for each (50) room nights within the schedule set forth above (excluding staff rooms) actually occupied by Group's attendees and paid for at the full contract rate. The Hotel shall credit Group's Master Account for the total number of complimentary accommodations accrued by Group at the conclusion of your Event.

STANDARD HOTEL OFFERINGS FOR HOTEL GUESTS

Complimentary breakfast buffet with made-to-order omelet station each morning from 6am – 9am
Complimentary manager reception each evening with 2 drink tickets from 5pm-6:30pm

SPECIAL CONCESSIONS

- 10 upgraded suites at the group rate
- 10 Chef's Choice Welcome Amenity
- Discounted Parking at \$9.00 per night
- SSID Wi-Fi fee of \$3000.00++ for up to 600 people for duration of event
- Exhibit Booths 8x10 or 10x10 - \$125.00++ each, 20x10 and 20x20 - \$175.00
- 20% allowable attrition

ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than **Saturday, February 1, 2025** ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

Online reservations

In order to assign individuals to specific rooms, room reservations will be required. Your attendees must make their reservation requests online, through the provided booking link upon contract signing. Attendees must identify themselves online as part of your group by inserting the group identification code, which will be provided to you by Hotel. You must separately provide the Hotel with any attendee's VIP status. It would be appreciated if the Hotel could be included on the attendee mailing list (traditional mail or e-mail), to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations to individual attendees in writing. The Hotel reserves the right to change the method used, information required, email address or other aspects of the reservation process.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 4:00 PM on arrival day and reserved until 11:00 AM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

GUEST ROOM CHARGES

No charges to Master Account:

Each Event guest will pay his or her account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and that parking rates are separate and distinct from the room rate and from taxes. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual's deposit is refundable to that individual only in accordance with the Hotel's standard guest cancellation policy, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy. Each guest will be required to present a valid credit card upon check-in on which an amount of sufficient pre-authorization can be obtained to cover the room, parking and tax charges for the length of the guest's stay, plus any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately).

Group may charge designated room and tax to the Master Account.

MEETING REQUIREMENTS

Though we usually charge for usage of our function space, the Hotel will provide all of the function space you require in accordance with the Schedule of Events described below on a complimentary basis in recognition of the revenue we anticipate we will derive from the provision of room nights and food and beverage services and ancillary services in connection with your Event. The Hotel reserves the

right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays.

Date	Time	Event Name	Room	Setup	AGR
Sun, 02/23/25	8:00 AM - 11:59 PM	Storage	Registration 1	Registration	1
Sun, 02/23/25	3:00 PM - 5:00 PM	Registration	Embassy Lobby	Registration	6
Sun, 02/23/25	9:00 AM - 6:00 PM	Group Set-Up	Indian Trail	Round Tables	20
Sun, 02/23/25	9:00 AM - 11:00 PM	Group Set-Up	Frisco 6	Exhibition - Booths	49
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 7	Classroom	70
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 3	Special Setup Instructions	70
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 8	Round Tables of 10	240
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 9	Classroom	70
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 4	Special Setup Instructions	70
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 5	Special Setup Instructions	70
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Bass - Bush - Erudia Schools	Classroom	70
Sun, 02/23/25	9:00 AM - 11:59 PM	Group Set-Up	Frisco 1-2	Special Setup Instructions	480
Sun, 02/23/25	9:00 AM - 11:59 PM	Office	Lebanon School	Conference/Boardroom	10
Sun, 02/23/25	9:00 AM - 11:59 PM	Storage	Registration 1	Registration	4
Sun, 02/23/25	12:00 PM - 10:00 PM	Top Exhibitors to Start Set-Up	Frisco 6	Existing Setup	6
Sun, 02/23/25	1:00 PM - 5:00 PM	Texas A&M University System Information Security Council Meeting	Ranger - Sea Biscuit - Traveller	U Shape	40
Sun, 02/23/25	2:00 PM - 3:00 PM	Break	Ranger - Sea Biscuit - Traveller	Served in Room	40
Sun, 02/23/25	6:00 PM - 8:00 PM	Dinner	Indian Trail	Round Tables	20
Mon, 02/24/25	6:00 AM - 6:00 PM	Office	Lebanon School	Office	10
Mon, 02/24/25	6:30 AM - 4:30 PM	Exhibit Hall	Frisco 6	Exhibition - Booths	49

Mon, 02/24/25	7:00 AM - 8:00 AM	Breakfast (Workshop Participants Only)	Frisco Foyer 1,2	Existing Setup	200
Mon, 02/24/25	7:00 AM - 8:00 AM	Meal Room	Frisco 8	Existing Setup	240
Mon, 02/24/25	7:00 AM - 6:00 PM	Registration	Registration 1	Registration	4
Mon, 02/24/25	7:00 AM - 7:00 PM	Meal Room	Frisco 8	Round Tables of 10	240
Mon, 02/24/25	8:00 AM - 12:00 PM	Artificial Intelligence in Higher Education	Frisco 7	Classroom	70
Mon, 02/24/25	8:00 AM - 12:00 PM	AWS Migration and Modernization Gameday	Frisco 5	Classroom	70
Mon, 02/24/25	8:00 AM - 12:00 PM	Prosci's Delivering Project Results	Frisco 3	Classroom	70
Mon, 02/24/25	8:00 AM - 12:00 PM	So, You Want to Be a Manager?	Frisco 9	Classroom	70
Mon, 02/24/25	8:00 AM - 12:00 PM	Transforming Processes: A Hands-on Workshop with Microsoft Power Automate	Bass - Bush - Erudia Schools	Classroom	70
Mon, 02/24/25	8:00 AM - 4:00 PM	All Day Beverages	Frisco Foyer	Existing Setup	515
Mon, 02/24/25	9:00 AM - 12:45 PM	SRS Meeting	Ranger - Sea Biscuit	U Shape	19
Mon, 02/24/25	10:00 AM - 10:15 AM	Break AM	Frisco Foyer 1,2	Existing Setup	125
Mon, 02/24/25	12:00 PM - 12:45 PM	SRS Lunch	Ranger - Sea Biscuit	Existing Setup	19
Mon, 02/24/25	12:00 PM - 1:00 PM	Lunch	Frisco 8	Round Tables of 10	480
Mon, 02/24/25	1:00 PM - 2:15 PM	Keynote Summit Kickoff and Opening Keynote	Frisco 1-2	Special Setup Instructions	480
Mon, 02/24/25	2:30 PM - 3:15 PM	Confessions of a Former CIO	Frisco 4	Existing Setup	70
Mon, 02/24/25	2:30 PM - 3:15 PM	Elevating the Academic Experience for All - Using AI to Remove Barriers	Frisco 3	Existing Setup	70
Mon, 02/24/25	2:30 PM - 3:15 PM	Mechanics of a Migration	Frisco 5	Existing Setup	70
Mon, 02/24/25	2:30 PM - 3:15 PM	Modernizing, Transforming, or Replacing Major Applications	Bass - Bush - Erudia Schools	Existing Setup	70
Mon, 02/24/25	2:30 PM - 3:15 PM	Something Old, Something New:	Frisco 9	Existing Setup	70

Mon, 02/24/25	2:30 PM - 3:15 PM	What the Auditors Look For - 2024	Frisco 7	Existing Setup	70
Mon, 02/24/25	3:15 PM - 3:45 PM	Break PM - Conference Center	Frisco 6	Served in Room	225
Mon, 02/24/25	3:45 PM - 4:30 PM	Data + AI: Empower Decision Making at Every Level Through Self-Service Analytics	Frisco 4	Existing Setup	70
Mon, 02/24/25	3:45 PM - 4:30 PM	I Don't Have Automated Tests, Where Do I Start?	Bass - Bush - Erudia Schools	Existing Setup	70
Mon, 02/24/25	3:45 PM - 4:30 PM	Striking the B.A.L.A.N.C.E.: Navigating Work-Life Harmony	Frisco 9	Existing Setup	70
Mon, 02/24/25	3:45 PM - 4:30 PM	Supporting Instructional Design with AI Technology: Human First and Human Faster	Frisco 5	Existing Setup	70
Mon, 02/24/25	3:45 PM - 4:30 PM	TeamDynamix Implementation for Tarleton State University	Frisco 3	Existing Setup	70
Mon, 02/24/25	3:45 PM - 4:30 PM	Transforming Customer Experience	Frisco 7	Existing Setup	70
Mon, 02/24/25	4:30 PM - 6:15 PM	Cash Bar - Conference Center	Frisco 6	Existing Setup	515
Mon, 02/24/25	4:30 PM - 6:15 PM	Reception	Frisco 6	Reception	480
Mon, 02/24/25	7:00 PM - 9:00 PM	GoWeb Reception	Buffalo Trail	Special Setup Instructions	50
Mon, 02/24/25	7:00 PM - 10:00 PM	Program	Buffalo Trail	Existing Setup	30
Tue, 02/25/25	6:00 AM - 6:00 PM	Office	Lebanon School	Office	10
Tue, 02/25/25	7:00 AM - 5:00 PM	Registration	Registration 1	Registration	4
Tue, 02/25/25	7:30 AM - 9:00 AM	Breakfast (Workshop Participants Only)	Frisco 6	Existing Setup	200
Tue, 02/25/25	7:30 AM - 9:00 AM	Meal Room	Frisco 8	Existing Setup	240
Tue, 02/25/25	8:00 AM - 4:00 PM	All Day Beverages	Frisco Foyer	Existing Setup	480
Tue, 02/25/25	8:00 AM - 5:00 PM	Exhibit Hall	Frisco 6	Exhibition - Booths	49
Tue, 02/25/25	8:00 AM - 5:00 PM	Meeting	Indian Trail	Classroom	35
Tue, 02/25/25	9:00 AM - 10:30 AM	Tech Leaders Panel: Transformative Moments - AI is Here to Stay	Frisco 1-2	Special Setup Instructions	480

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Tue, 02/25/25	10:30 AM - 11:00 AM	Break AM	Frisco 6	Served in Room	225
Tue, 02/25/25	11:00 AM - 11:45 AM	3.4 Art of the Influence: How to Sell an Idea and Get Buy-in	Frisco 7	Classroom	70
Tue, 02/25/25	11:00 AM - 11:45 AM	Bridging the Knowledge Gap Around Risk Management?	Frisco 9	Classroom	70
Tue, 02/25/25	11:00 AM - 11:45 AM	Modern Solutions Architecture in Azure	Frisco 4	Classroom	70
Tue, 02/25/25	11:00 AM - 11:45 AM	Understanding Copilot for M365 and the Future of AI in the Workplace	Bass - Bush - Erudia Schools	Classroom	70
Tue, 02/25/25	11:00 AM - 11:45 AM	Unlocking Business Agility: Harnessing the Power of Agile Project Management	Frisco 3	Classroom	70
Tue, 02/25/25	12:00 PM - 1:00 PM	Lunch	Frisco 8	Served in Room	480
Tue, 02/25/25	1:00 PM - 1:45 PM	Autopatch (Formally Known as WUfB) ? The Future of Workstation patching	Frisco 3	Existing Setup	70
Tue, 02/25/25	1:00 PM - 1:45 PM	Enhancing Online Student Engagement: Leveraging Nvidia Maxine for Video	Frisco 4	Existing Setup	70
Tue, 02/25/25	1:00 PM - 1:45 PM	Simplifying Multi-Lateral Federation For Application Developers & Administrators	Frisco 5	Classroom	70
Tue, 02/25/25	1:00 PM - 1:45 PM	Strategies to Navigate the C-Suite	Frisco 1-2	Existing Setup	480
Tue, 02/25/25	1:00 PM - 1:45 PM	What's up with Programming?	Bass - Bush - Erudia Schools	Existing Setup	70
Tue, 02/25/25	2:00 PM - 2:30 PM	The Zen of DevOps: Embracing Paradox to Build a Better Culture	Frisco 9	Existing Setup	70
Tue, 02/25/25	2:00 PM - 2:45 PM	Building Future Security Professionals:	Frisco 7	Existing Setup	70
Tue, 02/25/25	2:00 PM - 2:45 PM	Catalysts of Change: IT Professionals as Innovation Drivers	Bass - Bush - Erudia Schools	Existing Setup	70
Tue, 02/25/25	2:00 PM - 2:45 PM	From Algorithms to Aha Moments: Exploring AI Tools in Curriculum and Instruction	Frisco 4	Existing Setup	70

Tue, 02/25/25	2:00 PM - 2:45 PM	Strategic Collaboration	Frisco 3	Existing Setup	70
Tue, 02/25/25	2:00 PM - 2:45 PM	Using Adobe Tools for Universal Course Design	Frisco 5	Existing Setup	70
Tue, 02/25/25	3:00 PM - 3:30 PM	Break PM - Conference Center	Frisco 6	Served in Room	225
Tue, 02/25/25	3:45 PM - 4:30 PM	Accelerating to Achieve Cyber Resilience	Frisco 3	Existing Setup	70
Tue, 02/25/25	3:45 PM - 4:30 PM	Accessibility Scoring: Reviewing the Nutrition Facts of IT	Frisco 4	Existing Setup	70
Tue, 02/25/25	3:45 PM - 4:30 PM	AI in Action : Beyond the Hype Cycle and Into Real-World University Use Cases	Frisco 7	Existing Setup	70
Tue, 02/25/25	3:45 PM - 4:30 PM	Secure Software Development Lifecycle	Frisco 5	Existing Setup	70
Tue, 02/25/25	3:45 PM - 4:30 PM	SSO ? Your Sign In Will Change, and It's For the Better	Frisco 9	Existing Setup	70
Tue, 02/25/25	3:45 PM - 4:30 PM	Strategies for Website Centralization	Bass - Bush - Erudia Schools	Existing Setup	70
Tue, 02/25/25	5:00 PM - 10:00 AM	Casino Night	Frisco Foyer	Round Tables	480
Wed, 02/26/25	7:30 AM - 8:30 AM	Breakfast (Workshop Participants Only)	Frisco 6	Existing Setup	200
Wed, 02/26/25	7:30 AM - 8:30 AM	Meal Room	Frisco 8	Existing Setup	240
Wed, 02/26/25	7:30 AM - 8:30 AM	TTDN Breakfast	Indian Trail	Round Tables	25
Wed, 02/26/25	7:30 AM - 3:00 PM	Registration	Registration 1	Registration	4
Wed, 02/26/25	8:00 AM - 9:15 AM	Beyond Traditional Imaging: How TAMU Embraced Windows Autopilot	Frisco 5	Classroom	70
Wed, 02/26/25	8:00 AM - 9:15 AM	Council on Academic Technology and Innovative Education (CATIE) Update	Frisco 3	Classroom	70
Wed, 02/26/25	8:00 AM - 9:15 AM	Learning to Lead	Frisco 9	Classroom	70
Wed, 02/26/25	8:00 AM - 9:15 AM	The Future is Human	Frisco 7	Classroom	70
Wed, 02/26/25	8:00 AM - 9:15 AM	The Largest WIFI Transformation in Texas A&M History	Frisco 4	Classroom	70

Wed, 02/26/25	8:00 AM - 3:00 PM	Office	Lebanon School	Office	10
Wed, 02/26/25	8:00 AM - 4:00 PM	Half-Day Beverages	Frisco Foyer	Existing Setup	480
Wed, 02/26/25	8:30 AM - 9:15 AM	One Campus, Multiple Portals	Bass - Bush - Erudia Schools	Classroom	70
Wed, 02/26/25	9:30 AM - 10:15 AM	Adobe Sign: Lessons Learned	Frisco 5	Existing Setup	70
Wed, 02/26/25	9:30 AM - 10:15 AM	AI to Produce Instructional Videos or VR Content	Bass - Bush - Erudia Schools	Existing Setup	70
Wed, 02/26/25	9:30 AM - 10:15 AM	Apple Device Management Unification at Texas A&M University	Frisco 9	Existing Setup	70
Wed, 02/26/25	9:30 AM - 10:15 AM	Bridging the Skills Gap: The Texas A&M ITSM Story	Frisco 4	Existing Setup	70
Wed, 02/26/25	9:30 AM - 10:15 AM	Complexity, Cruft and Cost - Why Companies are LEAVING the Cloud	Frisco 3	Existing Setup	70
Wed, 02/26/25	9:30 AM - 10:15 AM	Development Mastery and Fusion	Frisco 7	Existing Setup	70
Wed, 02/26/25	10:15 AM - 10:30 AM	Break AM	Frisco Foyer	Served in Room	480
Wed, 02/26/25	10:30 AM - 11:45 AM	Keynote & Closing Remarks	Frisco 1-2	Special Setup Instructions	480
Wed, 02/26/25	11:45 AM - 12:30 PM	CIO Council Lunch	Ranger - Sea Biscuit - Traveller	Existing Setup	32
Wed, 02/26/25	11:45 AM - 12:30 PM	Lunch	Indian Trail	Existing Setup	35
Wed, 02/26/25	11:45 AM - 3:00 PM	CATIE	Indian Trail	Round Tables	32
Wed, 02/26/25	11:45 AM - 5:00 PM	CIO Council	Ranger - Sea Biscuit - Traveller	U Shape	32

Specific meeting rooms cannot be guaranteed and are subject to change

The use of the Hotel's exhibit space will be governed by the attached "Terms and Conditions Governing Use of Exhibit Space" which is incorporated herein by this reference.

GUARANTEED ATTENDANCE AND MENU SELECTIONS: Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three

percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SERVICE CHARGE: A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

AGREED MINIMUM ROOM NIGHT REVENUE: Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$108,752.00.

AGREED MINIMUM FOOD AND BEVERAGE and AGREED MINIMUM AUDIO-VISUAL REVENUE: Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$140,000.00. The "Agreed Audio Visual Revenue" is \$25,000.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

ROOM BLOCK AND SERVICES COMMITMENT: When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition (

ATTRITION: We agree to allow for a 20% reduction from the Agreed Minimum Room Night Revenue, ("Permitted Attrition"). At the conclusion of your Event, we will credit against the Agreed Minimum Room Night Revenue the guest room revenue derived from your Event, and also credit any Permitted Attrition. Any balance will be posted as a charge to your Master Account, plus applicable taxes and service charges.

CANCELLATION: It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Room Night Revenue (\$108,752.00) and Agreed Minimum Food and Beverage Revenue (\$140,000.00), Agreed Minimum AV Revenue (\$25,000.00), Wi-Fi Fee (\$3,100.00), 49 Exhibits (\$6,575.00) for a total amount of \$283,427.00 applicable taxes.

Cancelled more than 181 days prior to arrival	50% of the above total plus applicable taxes
Cancelled 91 - 180 days prior to arrival	70% of the above total plus applicable taxes
Cancelled within 90 days prior to arrival	90% of the above total plus applicable taxes

Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

CREDIT FOR ROOMS RESOLD: In the vent of attrition or cancellation, the group shall be entitled to credit for rooms resold, as defined in accordance with the following formulas:

ATTRITION: In regard to attrition, no room shall be deemed to haven resold on any night unless and until the Hotel firs sells all rooms outside of the contracted room block that night, plus all rooms within the originally contracted room block which the group does not use and for which the group owes no amount in accordance with the attrition provision. As to any rooms which are resold, the Hotel will multiply the number of rooms resold each night by the lower of the group's contracted room rate or the average daily rate achieved by the Hotel that night. The resulting amount will be the amount of credit for rooms resold to which the group is entitled on the night in question.

CANCELLATION: The group shall only be entitled to credit for rooms resold if it has first paid, in full and on time, the damages owed for its cancellation as set forth in the cancellation clause the amount of credit due, in accordance with the formula below, shall be refunded to the group after the dates of its contracted meeting have passed.

In regard to attrition, no room shall be deemed to haven resold on any night unless and until the Hotel firs sells all rooms outside of the contracted room block that night, plus all rooms within the originally contracted room block which the group does not use and for which the group owes no amount in accordance with the attrition provision. As to any rooms which are resold, the Hotel will multiply the number of rooms resold each night by the lower of the group's contracted room rate or the average daily rate achieved by the Hotel that night. The resulting amount will be the multiplied by the same percentage of Anticipated Rooms Revenue which the Group owes for cancellation. The resulting amount of credit for rooms resold to which the group is entitled on the night in question.

CREDIT TOWARDS A FUTURE BOOKING: In the event of a cancellation, and provided that Group has paid the cancellation fee in full and on time, Hotel will post a credit in the amount of 25% of the cancellation fee (excluding taxes and interest) towards a future meeting of the group at the Hotel, provided that such new meeting (1) must be booked within 6 months of the date of cancellation, (2) must be a new meeting and not one which is the subject of a contract or contract negotiations at the time of cancellation, (3) is of equal or greater size than the cancelled meeting, both in terms of rooms and food and beverage revenue and (4) occurs during a need period as defined by the hotel. The credit may not be used to pay for attrition or cancellation associated with the new meeting.

DEPOSIT AND PAYMENT REQUIREMENTS: If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement. *Unless prohibited by law, a 2.5% processing fee will be assessed on credit card payments on contracts involving an aggregate amount greater than \$10,000.*

Please note that any credit approvals will expire after 12 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group's Master Account.

Date	Deposit Due
Upon return of signed Agreement to Hotel	\$20,000.00 (waived with approved Direct Bill application)
December 1, 2024	\$20,000.00
Three days prior to Event*	Remaining estimated balance (waived with Direct Bill approval)

* Final deposit payment must be by credit card, certified or official bank check, money order, or bank transfer, with wiring instructions to be provided by Hotel. Unless prohibited by law, a 2.5% processing fee will be assessed on credit card payments on contracts involving an aggregate amount greater than \$10,000.

Checks and money orders should be made payable to Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center and be delivered to:

Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center
Attention: Accounting Department
7600 John Q. Hammons Drive
Frisco, TX 75034

For payment by wire or ACH transfer, the Hotel's current bank wire instructions have been sent along with the Hotel Agreement through Sertifi. You are responsible for ensuring any wire is sent to the correct account. If you receive wire instructions not sent through Sertifi at any time, even if the same appear to be sent by the Hotel, you must verify the same by calling the hotel accounting office using a trusted known or independently verified phone number.

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual charges) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. (Optional: Except with respect to the Hotel's exclusive audio-visual provider, a 10% administrative fee shall be included on any third-party services or supplies arranged through the Hotel). Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes and shall be due and payable by Group within 30 days after the date of invoice. Master Account charges may be paid in the form of a check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including reasonable attorney's fees, shall be payable by Group and may be posted to the Master Account.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

TAX EXEMPT STATUS: If Group maintains a tax-exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

AUDIO-VISUAL EQUIPMENT: Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence. Group's insurance policy shall name the JDHQ Hotels, LLC, d/b/a Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center, and Atrium Hospitality LP (collectively,

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the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law. Group will provide Hotel with a copy of their Certificate of Insurance no later than thirty (30) days prior to arrival.

The Group shall indemnify, defend and hold harmless **JDHQ Hotels, LLC, d/b/a Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center**, and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.

ELECTRICAL/PHONE SETUP: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

OUTSIDE FOOD AND BEVERAGE: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

SHIPPING AND RECEIVING: Due to limitations in secured storage space, the Hotel will only accept packages as follows:

Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of Saturday, February 22, 2025". There will be a handling charge as follows:

Boxes up to 36" x 24" x 24"	\$15 per box
Larger boxes / display cases	\$25 per box
Pallets	\$250 per pallet

Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

WAIVER OF JURY TRIAL: HOTEL AND GROUP EACH hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either Hotel or Group against each other on any matters arising out of or in any way connected with this Agreement.

ENTIRE AGREEMENT: This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **Friday, May 31, 2024**.

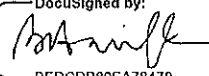
ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

The Texas A&M University System

Group: Texas A&M Technology Summit 2025

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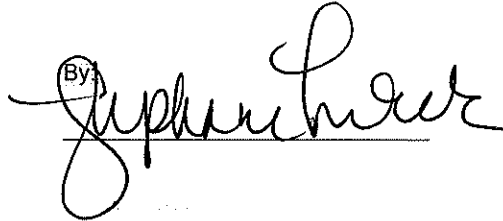
Name: Billy Hamilton, Executive Vice Chancellor

Dated: 7/1/2024

HOTEL:

JDHQ Hotels, LLC

d/b/a Embassy Suites by Hilton Dallas-Frisco Hotel & Convention Center

By: 

Name: Stephanie McClure, Director of Sales & Marketing

Dated: