

**SOFTWARE AS A SERVICE (SaaS) AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND ENKON INFORMATION SYSTEMS (USA) INC.**

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 ENKON Information Systems (USA) Inc. (hereafter referred to as “PROVIDER” of “ENKON”). 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 hereby grants the A&M System a non-exclusive, non-sublicenseable right and license to access and use PROVIDER’s platform and other services set forth in Exhibit A, Services and Pricing, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement. PROVIDER will issue User Accounts to the A&M System to access and use the Services. PROVIDER will make the Services available to the A&M System in accordance with the Service Level Agreement attached hereto as Exhibit B.
- B. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- C. 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 MEMBER.
- D. 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.
- E. PROVIDER’s performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. RFP01-SREO-24-205 (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 September 12, 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 a period of three (3) years (the “Term”), unless earlier terminated as provided herein. the Agreement shall automatically renew at the end of the Initial Term for successive one (1) year periods (each, a “Renewal Term”), unless one party gives the other party written notice of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term (as the case may be), provided that the total term of the Agreement shall not exceed five (5) years without written agreement by both parties.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) 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 30-

day period. In the event that the A&M System terminates this Agreement pursuant to this Section, the A&M System shall receive a pro-rata refund of any pre-paid amounts.

- C. The A&M System may terminate this Agreement without cause upon sixty (60) days' prior written notice to PROVIDER.
- D. The A&M System may immediately terminate this Agreement 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

- B. In full consideration for the Services rendered by PROVIDER under this Agreement, the A&M System shall pay PROVIDER in accordance with the terms set forth in Exhibit A, Services and Pricing, attached hereto. For the initial term of the Agreement, the total compensation to PROVIDER under will not exceed \$275,000 without an amendment to this Agreement.
- A. 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.
- B. 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/>
- C. 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 shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. PROVIDER shall only use or disclose A&M System Data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by the A&M System. PROVIDER shall restrict disclosure of A&M System Data solely to those employees, subcontractors or agents of PROVIDER that have a need to access A&M System Data for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement and PROVIDER agrees that it shall be responsible for its subcontractors' and agent' compliance with such regulations.
- C. 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.
- D. PROVIDER shall, within two (2) business 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.

- E. 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 transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.
- 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.
- 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. INTELLECTUAL PROPERTY

- A. PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (i) it has the full right, power, and authority to grant the rights and licenses to Members; (ii) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any third party; (iii) the Services will perform 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 the A&M System; and (iv) PROVIDER 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 diligent, professional, workmanlike manner in accordance with industry standards.
- B. 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 any Claim arising from or related to an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party ("Infringement Claim"). If the Services become or are likely to become the subject of an Infringement Claim, then PROVIDER may, at its expense and option, either: (a) replace or modify the Services to make them non-infringing, while maintaining equivalent functionality; (b) procure for the A&M System the right to continue using the Services pursuant to this Agreement; or (c) terminate this Agreement and refund the A&M System, on a pro-rata basis, the amount of any prepaid fees.

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 Indemnitees from and against any third-party claim, damage, liability, expense or loss asserted against the A&M System Indemnitees (each, a "Claim") 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 C, attached hereto.

10. INFORMATION TECHNOLOGY

- A. **Electronic and Information Resources.** PROVIDER represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to the A&M System under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, PROVIDER shall, at no cost to the A&M System, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR 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. HOSTED APPLICATION

- A. **Use of the Hosted Integral-LIS Application.** A&M System's access to and use of the Hosted Integral-LIS Application is on a subscription basis during the Term. Subject to the terms and conditions of the Agreement, including without limitation the restrictions in Section 11.B, ENKON grants to A&M System a non-exclusive, non-assignable, non-transferable and limited license to access and use the Hosted Integral-LIS Application in the State of Texas solely for A&M System's own internal business purposes, and to grant each Authorized User the limited right to use the Hosted Integral-LIS Application and the ENKON Integral-LIS Application Server solely as necessary for the exercise by A&M System of its rights hereunder. The Hosted Integral-LIS Application may not be used outside of the Authorized Area.
- B. **Restrictions on Use.** A&M System shall not, and shall not permit an Authorized User or any other person to, directly or indirectly do any of the following: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Hosted Integral-LIS Application (or any part thereof) and/or the System; (b) modify, translate, or create derivative works based on any portion of the Hosted Integral-LIS Application, Documentation or any Deliverables (other than such Deliverables that are owned by A&M System as expressly agreed to in the relevant SOW); (c) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any Deliverables (other than Deliverables that are owned by A&M System as expressly agreed in the relevant SOW), any portion of the Hosted Integral-LIS Application and/or the System or make any portion of the Hosted Integral-LIS Application available to any person other than Authorized Users; (d) use any part of the Hosted Integral-LIS Application for timesharing or service bureau purposes, or otherwise make the Hosted Integral-LIS Application available for use by or for the benefit of third parties, including A&M System affiliates; (e) publish or disclose to any person evaluations of the Services; (f) tamper with the security of any portion of the Hosted Integral-LIS Application and/or the System; (g) knowingly access data on or available through the Hosted Integral-LIS Application and/or the System not intended for A&M System or Authorized Users; (h) attempt to probe, scan or test the vulnerability of any portion of the System or to breach the security or authentication measures without ENKON's prior written consent; (i) use the Hosted Integral-LIS Application to violate any applicable local, provincial, state, federal or foreign law, rule or regulation; or (j) create, solicit, transmit, upload or publish any comment, request, suggestion, proposal, image, data file or other communication through the Hosted Integral-LIS Application which does or may: (i) violate the rights of others, including any privacy or IP Rights; (ii) contain or embody any computer virus, harmful component or corrupted data; (iii) adversely affect the performance or availability of any of the Hosted Integral-LIS Application or the System; or (iv) be used to impersonate any person, including ENKON personnel.

C. **Authorized Users and Accounts.**

- i. A&M System's access to and use of the Hosted Integral-LIS Application is restricted to the specified number of Authorized Users set forth in the Agreement. A&M System may add Authorized Users at any time, in accordance with the fee structure set out in Exhibit A - Services and Pricing. Each Authorized User will be entitled to access the ENKON Integral-LIS Application Server by means of a user account ("Account") using a unique username and password.
- ii. A&M System must purchase at least one administrator Account for accessing the Hosted Integral-LIS Application. Through the administrator Account, A&M System will be able to establish additional Accounts for Authorized Users. A&M System is responsible for authorizing and controlling access to the Hosted Integral-LIS Application by Authorized Users. A&M System agrees to notify ENKON immediately upon becoming aware of any breach of security or unauthorized use of any Accounts (including the administrator Account).
- iii. User Accounts may only be assigned to and used by one named individual at a time and may not be shared with any other individual; provided that user Accounts may be reassigned by A&M System to a new individual replacing one who no longer requires ongoing use of the Account. An Account may not be used concurrently by more than one Authorized User. A&M System is responsible to ENKON for all use of the User Accounts and the Hosted Integral-LIS Application by its Authorized Users.

12. **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. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both 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: ENKON Information Systems (USA) Inc.
 1700 Westlake Avenue N, Suite 200

Seattle, WA 98109
Attention: Nicholas Zorkin
Phone: 800-374-5291
Email: nzorkin@enkon.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 has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to the A&M System and make a good faith effort to submit a HUB subcontracting plan as required 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

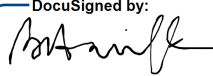
the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the A&M System will issue written notice to PROVIDER and the A&M System may terminate this Agreement without further duty or obligation hereunder. 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.

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



The Texas A&M University System

DocuSigned by:
 By 
 BEDCDB89EA78479...
 Name Billy Hamilton
 Title Deputy Chancellor
 Date 2/18/2025

ENKON Information Systems (USA) Inc.

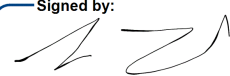
Signed by:
 By 
 054BDA10685246B...
 Name Nicholas Giunio-Zorkin
 Title President
 Date 2/14/2025

EXHIBIT A – SERVICES AND PRICING

Category		Item
Integral-LIS		
	Lease Module	The Lease module manages the full life cycle of many types of agreements and contracts such as purchase agreements, sales agreements, leases, sub-leases, land options, access agreements, and much more.
	Property Module	The Property module manages legal parcels of land that are owned or leased by your organization.
	Facility Module	The Facility Module manages information about any stand-alone facilities located on your properties such as buildings, offices, warehouses, road allowances, operating plants, cell towers, and much more.
	Acquisition Module	The Acquisition Module will manage and track the information about acquisition of land parcels or easements. It is integrated with GIS systems.
	Disposition Module	The Divestment module will manage and track the information about your processes to divest land assets such as a sale of a property.
	Sites Module	The Sites Module is used to group land related information together under one umbrella such as a sub-station.
	Reserves	The Reserves module tracks any type of material in a pit or quarry from the inferred to proven stages.
	Land Interests	The Land Interest module manages information about the organization's land interests such as easements, covenants, access rights, riparian rights, and much more
	Permits	The Permit Module manages information about your permits and licenses throughout your organization and allows you to stay ahead of licensing obligations and renewals.
Integral-BI - Business Intelligence		
	Report Manager	Report Manager and Report Designer work together to connect with all of your LIS modules, providing a functionality more commonly associated with dedicated desktop reporting tools.
	Report Designer	
	Report Scheduler	
	Dashboard Designer	The dashboard delivers flexible, interactive, and fully customizable user experiences that are optimized for real-time data consumption and analysis.
	Dashboard	
Integral-Spatial - Mapping		
	Map Viewer and Map Server	View all Integral-LIS land assets on a map with a Google backdrop
	ArcGIS Connector	Allow many of your organization's GIS map layers to be visible in the Map Viewer. Push and Pull data between the two systems

One Time Cost	Year 1	Year 2	Year 3	Notes	Deliverable	Date of Deliverable
Project Mgmt	\$ 25,000			Assumes a 5-month rollout – billed monthly @ \$5,000 per month Project Management fees will apply throughout the implementation period. If implementation extends past the estimated five months, this monthly fee will be applied to each additional month	Monthly Management	Each month
Demo Site	\$ 5,000			Billed when system is available for access by Texas A&M System	A Demo Site	Feb. 15th
LIS Config.	\$ 50,000			Billed at \$10,000 per month for 5 months – one month of HyperCare	Fully functional LIS System	June 30th
Integration	\$ 10,000			ENKON has allocated 66 hours to setup the integration points for the system This will be invoices monthly on time spend in the month.	Integrated with the Texas A&M System ArcGIS Server	May
Data Migration	\$ 30,000			ENKON has allocated 200 hours (billed at \$150 per hour) for data migration purposes - Billed 50% at the start of migration process and 50% when completed - This price is to migrate data from an existing Microsoft SQL Server database only. We have allocated up to 200 hours to complete the work. Only the time spent will be billed. Once we have a copy of the database and confirm its complexity, we will confirm that the work can be completed within budget. This is data mapping the fields "as is" only, does not include data clean-up or field manipulation.	Data migrated from Dirttrack and Laser Fiche	May
Reports	\$ 10,000			2 Custom Reports at \$5,000 per Report. Billed when each report is available.		June
Dashboards	\$ 2,500			5 widgets at \$500 per widget. Billed when each widget is available.		June

User Training	\$ 15,000			Webinar Pack of 15 Webinars General User Training and Reporter Training (includes preparation and 3.0 hours per webinar). Will be billed monthly for the number of webinars held in a month.	15 Webinars	June and July
Mapping	\$ 5,000			One time setup fee of the mapping server. Will be billed at the start of the project	Mapping Module	Feb. 30
Licensing Fees	Year 1	Year 2	Year 3	Notes		
Modules	\$ 12,300	\$ 24,600	\$ 24,600			
Users	\$ 4,500	\$ 9,000	\$ 9,000	15 Users @ \$600 per user per month		
Annual Maintenance	Year 1	Year 2	Year 3	Notes		
Modules		\$ 19,500	\$ 19,500			
Grand Total	\$ 169,300	\$ 53,100	\$ 53,100	\$ 275,500		

Note: Cost of living increases will apply at the end of the Initial Term and after each two-year period. The maximum rate increase will be no more than 3% per year."

EXHIBIT B - SERVICE LEVEL AGREEMENT

Support and Service Levels (SaaS)

1. ADDITIONAL TERMS

This Schedule B sets out the additional terms and conditions that apply to the provision of Support Services by ENKON to Customer, and applicable Service Levels. In case of any inconsistency between the terms of this Schedule B and terms contained elsewhere in the Agreement, the terms of this Schedule B shall prevail with respect to the provision of Support Services only.

2. DEFINITIONS

In this Schedule B, the following terms shall have the meanings ascribed to them. Any capitalized terms not defined in this Schedule B shall have the meaning ascribed to such term elsewhere in the Agreement.

“Business Day” means a calendar day other than a Saturday, Sunday or public holiday in the Province of British Columbia, Canada.

“Deficiency” means a failure by the Hosted Integral-LIS Application to function in accordance with the applicable Documentation and Service Levels.

“Maintenance Fee” means the annual fee for Maintenance set out in the Agreement.

“Severity Level” means a Deficiency severity level as described in Table 1, below.

“Service Level” means the services levels described in Section 4.

“Service Level Credit” means financial credits applied against subscription fees.

“Support Hours” means 24 hours per day, 365/6 days per year by answering service and 9:00 am to 5:00 pm Pacific Time during Business Days for ENKON’s office.

“Support Request” has the meaning ascribed to it in Subsection 3.1.1.

3. SUPPORT PORTAL AND HELP DESK

3.1 Support. Subject to the payment by Customer of the Maintenance Fee, ENKON will, during the Term:

- (a) maintain, and provide Customer with access to, an email address (support@enkon.com) through which Authorized Users may report issues or request assistance or advice (each, a **“Support Request”**) in relation to the Hosted Integral-LIS Application;
- (b) assign all Support Requests a unique identifier and log each Support Request in a database, together with a description of the issue and such other details as may assist in the resolution; and
- (c) respond to Support Requests using the portal or email address described in Subsection 3.1.2 by:
 - (i) providing any advice or assistance requested by Authorized Users in relation to the features and functionality of the Hosted Integral-LIS Application;
 - (ii) analysing and diagnosing any reported Deficiencies, online or by means of remote access (as applicable); or
 - (iii) rectifying any Deficiencies discovered through the analysis and diagnosis described in Subsection 3.1.3.2 above or otherwise coming to ENKON’s attention from time to time.

3.2 Support Hours. Support Services will be provided via email or the support portal during Support Hours.

3.3 Exclusions. ENKON’s support obligations do not include consultancy, training, back-up processing, use of trial accounts, creation of customized software, corrections or updates to Customer Data, or any services necessitated by Customer’s inability to use the Hosted Integral-LIS Application resulting from causes beyond the reasonable control of ENKON, including those described in Section 6, below.

4. SERVICE LEVELS

4.1 Response and Resolution Times. Customer should report all Deficiencies to ENKON by way of a Support Request issued using the support portal or email address set out in Section 3.1.1. Customer must complete all required fields, and any supplementary fields to the extent possible. Customer should also indicate an initial Severity Level for the Deficiency referencing Table 1, below, and make all reasonable efforts to provide ENKON with sufficient information to enable ENKON to reproduce the Deficiency. Customers issuing Support Requests via email will receive a link to their support tickets. ENKON will acknowledge receipt of Support Requests by issuing a unique ticket tracking number, and will endeavor to provide resolutions within the time periods set out in Table 1, below. ENKON will ultimately determine the severity level of the Deficiency.

4.2 Service Availability. The Hosted Integral-LIS Application will be operational and available to Customer during the Customer's normal business working hours 99.5% of the time calculated on a monthly basis. Service will be considered "unavailable" if three consecutive attempts to access the Hosted Integral-LIS Application fail due to ENKON's Integral-LIS Application Server not responding or if ENKON's connection to the Internet fails.

5. SERVICE LEVEL CREDITS

5.1 Subject to Section 6, should ENKON fail to achieve **the Service Level for Service availability described in Section 4.2]**, Customer will receive Service Level Credits as set out in Table 2, below. Service Level Credits will be calculated based upon the difference between the actual Service Level achieved and the Service Level target. The actual Service Level is measured over a calendar month; targets are calculated on a 30-day period. The maximum Service Level Credit will be equal to 80% of the **[monthly subscription fee]**.

6. EXCLUSIONS

6.1 Exclusions. ENKON will not be liable, and no Service Level Credit will apply, in respect of any Deficiencies or failures to meet the Service Levels set out in Section 4 which results from any of the following:

- (a) Scheduled maintenance, which means non-emergency maintenance that is required to improve Service quality, including the installation of updates and upgrades. ENKON will provide Subscriber with at least 72 hours advance written notice, via email, of any schedule maintenance. Scheduled maintenance will normally occur once per month, between the hours of 10 PM to midnight, Pacific Time, on a Friday, Saturday or Sunday.
- (b) Emergency maintenance, which means support that was not planned, but which is required on an urgent basis to prevent issues with the Services and/or to restore network performance.
- (c) Access issues outside of ENKON's direct control, including connectivity issues, and issues originating with Customer, utilities or third party hosting service providers.
- (d) Misuse or unauthorized use of the Hosted Integral-LIS Application, including use for purposes for which it was not designed;
- (e) Failure of Customer to implement recommendations, fixes or workarounds that have been previously supplied by ENKON to Customer
- (f) Failure of any Customer or third party hardware or software required to access or use the Hosted Integral-LIS Application;
- (g) Failure of Customer or ENKON Internet or other communications connections.
- (h) Malicious attacks on Customer's or ENKON's systems, or on third party systems required to access or use the Hosted Integral-LIS Application;
- (i) "No trouble found" tickets;
- (j) Compliance with the requirements of any governmental authority, or service, communication or utility provider; or
- (k) Other circumstances beyond ENKON's reasonable control including, but not limited to, *force majeure* events.

6.2 Professional Services. ENKON may agree, at its sole discretion, to provide support for Deficiencies arising as a result of the causes referenced in Section 6.1, at its then-standard consulting rates and in accordance with the provisions of Schedule C (*Professional Services*).

7. SCHEDULED MAINTENANCE

From time to time, ENKON will perform scheduled maintenance, including the implementation of updates and new releases, so as to ensure that the Hosted Integral-LIS Application continues to comply with the applicable Documentation. Whenever practical, ENKON will endeavour to perform scheduled maintenance such that the overall availability of the Hosted Integral-LIS Application is not affected or only minimally affected, and with minimum disruption to Customer. In rare cases, scheduled maintenance may necessitate a complete system outage or inability to access the Hosted Integral-LIS Application. ENKON will endeavour to notify Customer through the support portal at least seven days prior to any scheduled outage or prolonged downtime.

8. UNSCHEDULED/EMERGENCY MAINTENANCE

In the unlikely event of an unscheduled maintenance event that materially affects Customer's ability to access or use the Hosted Integral-LIS Application, ENKON will endeavour to notify Customer within thirty minutes, and to provide an estimate of when normal service will resume.

9. UPDATES AND UPGRADES

During the Term, ENKON will provide to Customer all generally available updates and upgrades to the Hosted Integral-LIS Application, no later than when ENKON first makes such updates and upgrades generally available to its other customers.

10. LIMITATION OF LIABILITY

In no event will ENKON's, its director's, officers' and employees' total collective liability arising under or in connection with the provision of Support and Maintenance Services, exceed the total amount actually paid by Customer to ENKON for Support and Maintenance Services in the twelve (12) months immediately preceding the most recent claim.

Table 1 – Severity Levels / Response and Resolution Times

Severity Level	Description	Initial Response (Out of Business Hours)	Initial Response (During Business Hours)	Resolution
1. System Down	Application is not available	Within 4 hours	Within 2 hr	As soon as possible
2. Critical	Business outage or significant customer impact that threatens future productivity	Within first 2 hours of next business day	Within 2 hours	Within 8 hours next Business Day
3. Urgent	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern	Within first 6 hours of next business day	Within 6 hours	Within 2 Business Days

4. Important	Important issue that does not have significant current productivity impact	Next Business Day	Within 8 hours	Within 15 Business Days
5. Monitor	Issue requiring no further action beyond monitoring for follow-up, if needed	Within 2 Business Day	Within 2 Business Day	Within 30 Business Days
6. Informational	Request for information only	Within 2 Business Days	Within 2 Business Days	Within 10 Business Days

Table 2: Calculation of Service Level Credits

If difference between actual availability and availability target is:	Total Monthly Credit (% of hosting fee as defined in Schedule 2)
< or = 2%	10%
>2% and < or = 4%	20%
>4% and < or = 6%	40%
>6% and < or=10%	60%
>10%	80%

EXHIBIT C - INSURANCE

A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. 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 the A&M System. By requiring such minimum insurance, the 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.

1. **Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

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 the A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

2. **Automobile Liability**

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.

3. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

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 must 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. **Umbrella Liability Insurance** \$5,000,000

5. **Cyber Liability**

PROVIDER shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover PROVIDER’s duties and obligations under this Agreement and include coverage for claims involving:

invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

6. Professional Liability (Errors & Omissions)

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. 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 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.

- B. PROVIDER shall deliver to the A&M System evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("**Board of Regents**") and The Texas A&M University System as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and the A&M System.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to the A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to SOProurement@tamus.edu.
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by the A&M System in writing.
- I. Certificate Holder should read as follows:
The Board of Regents for and on Behalf of The Texas A&M University System
The Texas A&M University System
301 Tarrow St.
College Station, TX 77840