

Customer Name: THE TEXAS A&M
UNIVERSITY SYSTEM
Quote #: Q-70122

Quickbase AE: David Soucie
Telephone:
Email: dsoucie@quickbase.com



ORDER FORM

CONTACT INFORMATION

Bill to: THE TEXAS A&M UNIVERSITY SYSTEM
ATTN: Marc Moore
1257 Tamu
College Station, Texas 77843
United States

Phone Number: 9794586435
Email: marc.moore@tamus.edu

Ship to: THE TEXAS A&M UNIVERSITY SYSTEM
ATTN: Marc Moore
1257 Tamu
College Station, Texas 77843
United States

Phone Number: 9794586435
Email: marc.moore@tamus.edu

PAYMENT INFORMATION

Net Payment Terms: Net 30

Payment Method: PO

Currency USD

Applicable PO Number, if any

SUBSCRIPTION INFORMATION

Subscription Term Start Date: 02-14-2025

Subscription Term End Date: 02-13-2026

Written Notice to Cancel Auto Renew: 30 Days

Order Effective Date: Subscription Term Start Date

SUBSCRIPTION PLAN SUMMARY

Product	Quantity	Billing Frequency	Annual Fees
Enterprise (Usage - Annual)		Annual	\$41,067.60
Reads - Enterprise-Usage	250,000		
TOTAL FEES:			\$41,067.60

Descriptions for certain products listed above are available at <http://www.quickbase.com/product-descriptions>. If purchasing FastField, the following terms apply to the FastField products: <https://www.quickbase.com/fastfield-mobile-forms-addendum>.

Enterprise Usage includes unlimited Users, unlimited Applications, 10GB Application Space, 300GB Attachment Space, and 3-year Audit Data Retention, Advanced Encryption, and ALM Sandbox

Terms and Conditions:

The agreement (the "Agreement") between the parties consists of this Order Form and either the Quickbase terms of service set forth at <http://www.quickbase.com/terms-of-service> (the "Terms of Service") as the same may be updated from time to time by Quickbase or, if Customer and Quickbase have entered into a separate signed agreement covering the use and provision of the Quickbase Service, such separate signed agreement. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Service or the separate signed agreement, as applicable.

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Email: dsoucie@quickbase.com




ORDER FORM

Each party represents and warrants that this Order is executed by a duly authorized representative and the Agreement constitutes the legal, valid and binding obligation of such party.

For Quickbase, Inc. DocuSigned by:

By: 
6779F837FAD349F
Print Name: Shawna Deane
Print Title:
Date: Associate General Counsel
11/22/2024

For Customer:

DocuSigned by:
By: 
E2BE2924E69547F
Print Name: Jeff Zimmermann
Print Title: Executive Director, Procurement Services
Date: 11/26/2024

AN ADDENDUM TO
QUICKBASE TERMS OF SERVICE
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND QUICKBASE

The following terms and conditions are incorporated into and form a part of the Quickbase Terms of Service (the "Agreement") to which this Addendum is attached. "**A&M System**" means The Texas A&M University System, an agency of the State of Texas and "**PROVIDER**" means Quickbase.

For clarification, this Agreement is being entered into by The Texas A&M University System, an agency of the state of Texas. **A&M System** requires the following additions to be made to **Quickbase Terms of Service**. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this addendum will control.

1. PAYMENT TERMS

- A. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

2. PUBLIC INFORMATION

- A. PROVIDER 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 Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to Texas A&M in a non-proprietary format acceptable to A&M System that is accessible by the public.
- C. PROVIDER acknowledges that 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*.
- D. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

3. DATA PRIVACY AND SECURITY

- A. A&M System shall retain all right, title, and interest in and to all information, data or other content that A&M System or its users enter, submit or upload to Services or otherwise provide to PROVIDER (collectively, the "A&M System Data").
- B. PROVIDER shall hold A&M System Data, including without limitation, any information contained in the A&M System Data that alone or in conjunction with other information identifies an individual, in confidence. 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 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 in order 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.

- C. PROVIDER must promptly notify A&M System of any legal request for A&M System Data from a third party and take (and assist 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 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, to the best of PROVIDER'S ability: (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 A&M System.
- E. RESERVED.

4. CONFIDENTIAL INFORMATION

- A. "Confidential Information" shall mean any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should be reasonably understood to be confidential. Confidential Information shall include all specifications, formulas, prototypes, computer programs, and any records, data, ideas, methods, techniques, processes and projections, improvements, patents and know-how related thereto, relating to the Disclosing Party.
- B. Exclusions. Confidential Information shall not include A&M System Data, which shall be governed by Section 5 hereof. Confidential Information shall also not include information which (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 or any of its Representatives (as defined below) 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 Recipient.
- C. The Receiving Party shall (i) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations under this Agreement, (ii) not disclose any such Confidential Information to a third party without the Disclosing Party's prior written consent, and (iii) 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. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, contractors, agents, and other representatives ("Representatives") with a need to know who are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party agrees that it shall be responsible for its Representatives' compliance with such obligations. 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.

- D. 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 by the Receiving Party of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this Agreement. For the avoidance of doubt, the Receiving Party is not required to pursue any claim, defense, cause of action, or legal process or proceeding on the Disclosing Party's behalf.
- E. Confidential Information remains the property of the Disclosing Party and no rights or licenses are granted to the Receiving Party except the limited right to use the Confidential Information as provided for herein.
- F. Upon the written request of the Disclosing Party, and in any event no later than thirty (30) days after the expiration or termination of this Agreement, the Receiving Party shall (i) return, destroy or erase all materials embodying Disclosing Party's 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, and (ii) provide written confirmation to this effect. The Receiving Party may also securely retain one copy of materials embodying Confidential Information in its files solely for record purposes.

5. INTELLECTUAL PROPERTY

- A. PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (1) it has the full right, power, and authority to grant the rights and licenses to TAMUT hereunder; (2) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any third party; (3) 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 TAMUT; and (4) 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 PROVIDER in a diligent, professional, workmanlike manner in accordance with industry standards.

6. 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 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 Deputy Chancellor and Chief Financial Officer of 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 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.

7. INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner 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.

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. 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;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. 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 three (2) years after the expiration or cancellation of this Agreement.

E. Cyber Liability

Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability policy with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. A&M System and TAMUT shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

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

F. PROVIDER will deliver to A&M System:

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

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

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 4.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any

deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to SOProcurement@tamus.edu.

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

5. INFORMATION TECHNOLOGY

- A. **Electronic and Information Resources.** If determined to be applicable by A&M System, PROVIDER shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the "EIR") or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. A&M System may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If PROVIDER should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, PROVIDER shall, in a timely manner and at no cost to A&M System, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.
- 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 controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. PROVIDER shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.
- C. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain 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 A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of A&M System request and at least thirty (30) days prior to the start of any renewal term of this Agreement.
- D. **Cyber Security Training.** RESERVED.
- E. **Disaster Recovery Plan.** Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.
- F. **Computer Equipment Recycling Program.** Respondent certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

6. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.

- B. **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 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. 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.
- 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 Vendor.
- D. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of the A&M System to enter into certain terms and conditions of this Agreement, 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 Agreement by A&M System nor any other conduct, action, or inaction of any representative of A&M System relating to this Agreement constitutes or is intended to constitute a waiver of A&M System's or the state's sovereign immunity.
- E. **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. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- F. **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.
- G. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section

2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

H. **RESERVED.**

I. **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.

J. **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.

K. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

L. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

M. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

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

O. **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).

P. **Loss of Funding.** Performance by 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, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System. In the event of a termination or cancellation under this Section, Texas A&M will not be

liable to Vendor for any damages that are caused or associated with such termination or cancellation.

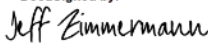
- Q. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- R. **Venue.** 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, which is Brazos County, Texas.
- S. **Copyrights & Patents.** PROVIDER shall not provide to the A&M System any materials or services that infringe any intellectual property, privacy, or other right of any party. If PROVIDER becomes aware of any possible infringement claims, PROVIDER shall immediately notify the A&M System in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, PROVIDER shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, agents, and students those Indemnitees against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding.
- T. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies 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.
- V. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- W. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- X. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- Y. **Notices.** Any notices required or permitted under this Agreement must be in writing and will 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. The Parties may 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
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER: Quickbase, Inc.
290 Congress St., 4th Floor
Boston, MA 02210
Attn: Legal Dept.
Phone:
Email: Legal@Quickbase.com

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


The Texas A&M University System

DocuSigned by:
By 
F2BE2824E69547F
Jeff Zimmermann
Executive Director, Procurement & Business Services

11/26/2024

Date

Provider Name: Quickbase, Inc.

DocuSigned by:
By 
6779E837EAD349E
Shawna Deane
Associate General Counsel

11/22/2024

Date