



Pricing Proposal
 Quotation #: 22142700
 Created On: 6/13/2022
 Valid Until: 6/30/2022

TX-Texas A&M University System

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Collibra Data Intelligence Platform Collibra - Part#: ST-BUNDLE-PLAT Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 6/30/2022 – 6/30/2023 Note: Year 1- 1 Production Environment, 1 Non-Production Environment, 10 Standard users, unlimited read-users only, 2 Metadata integration (systems with unlimited connections), 1 technical lineage system, 1 BI Integration, Standard Support	1	\$97,259.73	\$97,259.73
2 Collibra Data Intelligence Platform Collibra - Part#: ST-BUNDLE-PLAT Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 6/30/2023 – 6/30/2024 Note: Year 2- 1 Production Environment, 1 Non-Production Environment, 10 Standard users, unlimited read-users only, 2 Metadata integration (systems with unlimited connections), 1 technical lineage system, 1 BI Integration, Standard Support	1	\$97,259.73	\$97,259.73
3 Collibra Data Intelligence Platform Collibra - Part#: ST-BUNDLE-PLAT Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 6/30/2024 – 6/30/2025 Note: Year 3- 1 Production Environment, 1 Non-Production Environment, 10 Standard users, unlimited read-users only, 2 Metadata integration (systems with unlimited connections), 1 technical lineage system, 1 BI Integration, Standard Support	1	\$97,259.73	\$97,259.73
4 Foundation Program Foundation Collibra Platform Implementation program Collibra - Part#: PS-PRO-FOUND Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Note: Foundation Program, Foundation Collibra Platform, Implementaion Progra, Collibra Inc.	1	\$44,366.65	\$44,366.65
5 Foundation Education- 56 Credit Package Collibra - Part#: PT-EDCREDFOUND-56-2 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Note: Foundation Education Credit package (56 credits)	1	\$0.00	\$0.00

6	Coaching Services - Silver Package 24 hours of remote coaching aid (Mule, workflow, operating model, meta model) Collibra - Part#: CS-SP Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	1	\$0.00	\$0.00
7	Coaching Services: 1 Hour Collibra - Part#: CS-1HR Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Note: 12 Hours	1	\$2,237.05	\$2,237.05
			Total	\$338,382.89

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

All products are delivered electronically through a secure e-fulfillment site; no physical materials will be shipped. Please reference "electronic delivery only" or provide applicable resale certification for delivery state on purchase order.

When applicable, travel & expenses will be billed at cost in a separate invoice after the services are delivered. Pricing subject to 3% fee if purchased via credit card.

Any renewals of this Order shall be only with respect to the products and services being offered by Collibra at the time of such renewal. All Software line items are invoiced annually in advance beginning on the Order Start Date and each anniversary thereafter.

All Services line items are invoiced annually in advance on the Order Start Date and expire 12 months thereafter unless otherwise specified in the pricing table above.

The products offered under this proposal are resold in accordance with the terms and conditions of the Addendum to Pricing Proposal entered into between The Texas A&M University System and SHI Government Solutions attached hereto as Exhibit A.

Use of the products and services under this Pricing Proposal are subject to the terms and conditions outlined in the SaaS License and Professional Services Agreement executed between The Texas A&M University System and Collibra. For the avoidance of doubt, SHI Government Solutions is not a party to the SaaS License and Professional Services Agreement.

Billing Schedule, this must be referenced on your

PO: Year 1: \$97,259.73 due 30 days after the order is processed

Year 2: \$97,259.73 due 3/31/23

Year 3: \$97,259.73 due 3/31/24

Partner Program Termination Language from Collibra:

7.2 Termination. Either party may terminate this Agreement for no reason or any reason upon 60 days' notice to the other party. Either party may also terminate this Agreement if the other party fails to cure a material breach of this Agreement within 30 days after notice of such breach. Collibra may terminate this Agreement effective immediately upon notice if it ceases to offer the Program or if it determines that termination is necessary to

comply with laws or to avoid liability or harm to its services, reputation or users. In such event, The Texas A&M University System will receive a refund of all prepaid fees covering the period from the date of termination through the end of the term.

For the avoidance of doubt, Software and services will be invoiced annually at the beginning of the start date.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under

that applicable line item.

**EXHIBIT A
ADDENDUM TO
PRICING PROPOSAL
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND
SHI GOVERNMENT SOLUTIONS**

This Addendum (this "Addendum") amends and supplements the Pricing Proposal, Quotation # 22142700 (the "Agreement") between The Texas A&M University System, an agency of the State of Texas (the "A&M System"), and SHI Government Solutions ("Reseller"). The terms of this Addendum are made part of the Agreement. The parties agree as follows:

1. Except as provided in this Addendum, each term used in this Addendum has the meaning ascribed to it in the Agreement.
2. Should any of the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum will control.
3. Term and Termination.
 - A. The Agreement shall commence on June 1, 2022 (the "Effective Date") and continue for three (3) years (the "Initial Term") unless earlier terminated in accordance with the provisions of the Agreement. The parties may renew this Agreement for an additional three-year term (the "Renewal Term", and collectively with the Initial Term, the "Term") upon mutual written agreement signed by authorized representatives of both parties.
 - B. After the one-year anniversary of the Effective Date, the Agreement may be terminated by the A&M System upon sixty (60) days' written notice to Reseller.
 - C. Either party may terminate the Agreement effective upon written notice to the other party if the other party materially breaches any term of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. In the event that the A&M System terminates the Agreement pursuant to this paragraph, the A&M System shall receive a pro-rata refund of any pre-paid fees, if applicable.
4. Payment.
 - A. The A&M System's payment shall be made in accordance with Chapter 2251, *Texas Government Code* (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment. 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 receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment Act. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
 - B. As an agency of the State of Texas, the A&M System is tax exempt. Tax exemption certification will be furnished to Reseller upon request.
5. Performance by the A&M System under the 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 Reseller and the A&M System, may terminate the Agreement without further duty or obligation hereunder. Reseller 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 Reseller for any damages that are caused or associated with such termination or cancellation.

6. Pursuant to Section 2252.903, *Texas Government Code*, Reseller agrees that any payments owing to Reseller under the Agreement may be applied directly toward certain debts or delinquencies that Reseller 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.
7. Reseller understands that acceptance of funds under the 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*. Reseller agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records, in connection with this Agreement, requested.
8. Reseller is responsible for ensuring that its employees involved in any work being performed for the A&M System under the Agreement have not been designated as "Not Eligible for Rehire" as defined in the A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event the A&M System becomes aware that Reseller has a NEFR Employee involved in any work being performed under the Agreement, the A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under the Agreement. Non-conformance to this requirement may be grounds for termination of the Agreement by the A&M System.
9. If Reseller is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Reseller certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Reseller is exempt from the payment of franchise (margin) taxes.
10. To the extent that *Texas Government Code*, Chapter 2271 applies to the Agreement, Reseller certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of the Agreement. Reseller acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
11. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Reseller certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Reseller acknowledges the Agreement may be terminated if this certification is or becomes inaccurate.
12. Pursuant to *Texas Government Code* Chapter 2274, and if applicable, Reseller certifies that Reseller does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this provision, "boycott energy companies" has the meaning provided in Texas Government Code Section 809.001.

13. Pursuant to *Texas Government Code* Chapter 2274, and if applicable, Reseller certifies that Reseller (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
14. Pursuant to Section 2155.0061, *Texas Government Code*, Reseller certifies that Reseller is not ineligible to enter into the Agreement due to financial participation by a person who, during the five-year period preceding the date of the Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that the A&M System may terminate the Agreement and withhold payment if this certification is inaccurate.
15. The A&M System cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, *Texas Government Code*, Reseller certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified contract and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
16. 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 be included in this Agreement, which is certified by the signatory of the vendor hereto: "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."
17. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the 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 Reseller to attempt to resolve any claim for breach of contract made by Reseller that cannot be resolved in the ordinary course of business. Reseller shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer of the A&M System, who shall examine Reseller's claim and any counterclaim and negotiate with Reseller in an effort to resolve the claim. This provision and nothing in the 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.

18. Public Information Act.
 - A. Reseller 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 the Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M System's written request, Reseller will promptly provide specified contracting information exchanged or created under the Agreement for or on behalf of A&M System.
 - B. Reseller 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*.
 - C. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to the Agreement, and Vendor agrees that the Agreement can be terminated if Reseller knowingly or intentionally fails to comply with a requirement of that subchapter.
19. Reseller shall 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.
20. The validity of the Agreement and all matters pertaining to the 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.
21. Pursuant to Section 85.18(b), *Texas Education Code*, venue for a suit filed against Customer is in the county in which the primary office of the chief executive officer of Customer is located. At the execution of the Agreement, such county is Brazos County, Texas.
22. 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 the Agreement, including, but not limited to, those terms and conditions relating to liens on the 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 the A&M System except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of the Agreement by the A&M System nor any other conduct, action, or inaction of any representative of the A&M System relating to the Agreement constitutes or is intended to constitute a waiver of the A&M System's or the state's sovereign immunity.
23. In case any one or more of the provisions contained in the 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 the 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.

- 24. Any notice required or permitted under the Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The A&M System and Vendor 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
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

Reseller: SHI Government Solutions
3828 Pecana Trail
Austin, Texas 78749
Phone: (936) 520-3322
Attention: David Wixson
E-mail: David_Wixson@SHI.com

- 25. The 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 the Agreement. The Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

The parties have executed this Addendum as of the date(s) indicated below.

DS
JD

The Texas A&M University System

SHI Government Solutions

DocuSigned by:
By: [Signature]
BEDCDB89EA78479...

DocuSigned by:
By: [Signature]
EA418E789F09404...

Name Billy Hamilton

Name Kristina Mann

Title Deputy Chancellor

Title Manager - Contracts

Date 6/29/2022 | 8:35:13 CDT

Date 6/24/2022