AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND STRATA INFORMATION GROUP, INC.

This Master Services Agreement (hereafter referred to as "Agreement") is entered into and effective February 1, 2023 (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "A&M System"), an agency of the state of Texas, and Strata Information Group, Inc. (hereafter referred to as "PROVIDER"). 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.   **SCOPE OF WORK**

PROVIDER will work with A&M System and its member universities and agencies (collectively referred to as "Members") to provide innovative approaches to managing the Student Information Systems (Banner and peripheral modules and applications) as needed and requested by a specific Member.

This Agreement is not a contract to perform specific work but is intended to provide Members of the A&M System with the ability to utilize the Provider at their option and discretion for the services outlined in Exhibit A, attached hereto. Exhibit E will be utilized for Members to engage PROVIDER. There are no guarantees of utilization by a Member as a result of this Agreement.

2.   **TERM OF THE AGREEMENT**

The initial term of this Agreement shall begin February 1, 2023 and will extend for three (3) years. This Agreement can be extended for two (2) additional two (2) year terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

3.   **PAYMENT TERMS**

A.   A&M System shall not pay any costs or fees as a direct result of this Agreement. For the services rendered under this Agreement, A&M System or Member utilizing services shall pay PROVIDER based on the pricing proposal attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of A&M System upon renewal of this Agreement. Additional rates may be negotiated on a per project basis.

B.   Business-related travel, lodging and/or meal expenses as applicable will be reimbursed by A&M System or Member according to the State of Texas rates, rules, and regulations (https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php) if authorized by the Member in advance. PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage.

C.   All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System or Member a Vendor Direct Deposit Authorization form prior to the first payment request. The applicable Member will provide the form.

D.   All invoices must reference the A&M System or Member purchase order number issued for a specific engagement and include the description of services provided as well as time, deliverables,

and activities. Invoices will be processed for payment upon approval by the appropriate A&M System or Member personnel.

4.   DEFAULT AND TERMINATION

A.   Default of Respondent – A&M System shall have the right to terminate this Agreement without penalty after a 90-day written notice of termination in the event:

a.   PROVIDER disregards or violates material provisions of this Agreement or A&M System instructions; or fails to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fails to reach agreed upon performance results.

b.   PROVIDER declares bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

B.   For Convenience – A&M System shall have the right to terminate this Agreement at any time upon thirty (90) days prior notice to PROVIDER.

C.   Termination of this Agreement for either of the reasons stated above shall not terminate any Member specific agreement or purchase order. Refer to Section 9.H for survivability of terms beyond termination of this Agreement.

5.   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 A&M System in a non-proprietary format acceptable to Texas A&M 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.

6.   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 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 A&M SYSTEM.

E.   Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by A&M SYSTEM, shall return all A&M SYSTEM Data to A&M SYSTEM in its possession (or in the possession of any of its subcontractors or agents) or delete all such A&M SYSTEM Data if return is not feasible. PROVIDER shall provide 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.

7.   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.

8.   INTELLECTUAL PROPERTY

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 A&M SYSTEM 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 A&M SYSTEM; 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.

9.   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.

10.   INSURANCE

Insurance requirements as stated within Exhibit D, attached hereto.

11.   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.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to 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 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 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 A&M System to terminate this Agreement for cause in accordance with the provisions of Section 4 of this Agreement.

E. **Disaster Recovery Plan.** Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

12. **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. **Family Education Rights and Privacy Act ("FERPA").** A&M System hereby designates PROVIDER as an A&M System "official" with a legitimate educational interest in A&M System's education records, as defined in the Family Education Rights and Privacy Act, to the extent PROVIDER requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent A&M

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System has policies, rules, and procedures binding on A&M System officials generally, those policies, rules, and procedures will apply to PROVIDER only to the extent as is relevant to compliance by PROVIDER and A&M System with FERPA. PROVIDER shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure A&M System education records. PROVIDER shall: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of A&M System or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by A&M System in writing.

C. **Ownership of Documents.** Upon completion or termination of any contract agreement, all documents prepared by the PROVIDER for the benefit of the A&M System shall become the property of the A&M System. At the A&M System's option, such documents will be delivered to the A&M System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the PROVIDER.

D. **Copyrights & Patents.** PROVIDER shall not knowingly 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, and agents 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. If any such service or material becomes, or in PROVIDER's reasonable opinion is likely to become, the subject of an infringement claim, PROVIDER may, at its option and expense, either (1) procure for the A&M System the right to continue exercising the rights licensed to the A&M System under this Agreement, or (b) replace or modify the service or material so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in PROVIDER's reasonable opinion, commercially reasonable, PROVIDER may terminate this Agreement and promptly refund to the A&M System a prorated portion of any applicable prepaid Fees. This paragraph is not subject to Section 7 (Limitation of Liability) of the Agreement. The foregoing states the entire liability of PROVIDER and the sole and exclusive remedy for the A&M System with respect to any third party claim of infringement or misappropriation of intellectual property rights.

E. **Export Control.** PROVIDER will comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR), Office of Foreign Assets Controls Sanction programs, and any other applicable US export laws and regulations. A&M System may take receipt of export-controlled goods, technical data, services or technology ("Materials") as may be specifically agreed by A&M System. PROVIDER will not provide or make accessible to A&M System any export-controlled Materials without first informing A&M System of the export-controlled nature of the Materials and obtaining from A&M System its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to A&M System. PROVIDER will obtain government approval or export license, if required, from the appropriate US government agency and will share that information with A&M System prior to delivery of such Materials. In the event that any Materials are export

controlled under the US export control regulations, PROVIDER will provide A&M System with the export control classification, and failure to do so may result in the cancellation of this agreement.

F. **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.

G. **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.

H. **Survivability.** The PROVIDERS's duties under this Agreement, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this Agreement, will survive unless otherwise stated within the Member specific agreement and/or purchase order.

I. **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."

J. **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.

K. **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.

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

M. **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.

N. **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.

O. **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.

P. **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.

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

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

S. **HUB Subcontracting Plan (HSP).** 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 A&M System contracting and purchasing.

PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement (refer to attached HSP). If PROVIDER will subcontract any of its duties and obligations under this Agreement or a Member specific engagement, PROVIDER will be required to provide prior written notice to the applicable Member and make a good faith effort to submit a HSP as required under Section 20.285 of the Texas Administrative.

For assistance regarding this Agreement contact Ms. Porschia Tolbert with the A&M System HUB Program at (979) 458-3265 or so-hubprogram@tamus.edu.

For assistance with the HSP regarding a specific engagement, contact the applicable Member HUB Program office.

T. **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).

U.   **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.

V.   **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.

W.   **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.

X.   **Non-Waiver.** PROVIDER expressly acknowledges that 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 A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Y.   **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.

Z.   **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.

AA.   **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.

BB.   **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.

CC.   **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.

DD. **Firearm Entities and Trade Associations Discrimination.** To the extent applicable, PROVIDER verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the contract, PROVIDER shall promptly notify A&M System.

EE. **Energy Company Boycotts.** To the extent applicable, PROVIDER represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

FF. **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
                 E-mail: jzimmermann@tamus.edu

PROVIDER: Strata Information Group, Inc.
                 3935 Harney Street, Suite 203
                 San Diego, California, 92110
                 Attention: Linda Bettencourt
                 Phone: (619) 571-7516
                 Email: bettencourt@sigcorp.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

By _____   2/17/2023
   Jeff Zimmermann   _____
   Executive Director, Procurement   Date

Strata Information Group, Inc.

By _____   2/17/2023
   Henry A. Eimstad   _____
   President   Date

EXHIBIT A – SCOPE

Provide resource-based approach to managing its Student Information Systems, where managing may include support of the existing applications, enhancements to the existing applications, upgrades and new releases for the existing applications, and implementation of new modules. The management of the applications does not include hosting or managing the physical infrastructure associated with these applications.

The scope shall included but is not limited to the following:

1. Manage, support and enhance existing applications and services and also ensure ongoing improvement in performance, value, flexibility and customer satisfaction
2. Execute a multi-vendor strategy by coordinating support with other vendors supporting non-Student Information Systems
3. Use considerable experience in implementing strong business processes
4. Be able to solve complex business problems and provide thought leadership
5. Be able to add the flexibility of supporting additional projects as a part of new business initiatives
6. Ensure that there are no service disruptions or loss in throughput during the vendor transition phase and that business process integrity is maintained.

Student Information Systems and Scope

The systems and application modules in scope will be those specifically listed and/or connected to those listed in Exhibit C – University Profiles.

A&M System Members in Scope

The A&M System Member universities and agencies in scope for this Agreement are listed here:
1. Prairie View A&M University
2. Tarleton State University
3. Texas A&M Central University
4. Texas A&M Commerce University
5. Texas A&M Corpus Christi University
6. Texas A&M International University
7. Texas A&M Kingsville University
8. Texas A&M San Antonio University
9. Texas A&M Texarkana University
10. RELLIS Academic Alliance
11. Texas A&M University
12. Texas A&M AgriLife Research
13. Texas A&M AgriLife Extension
14. Texas A&M Engineering Experiment Station
15. Texas A&M Forest Service
16. Texas A&M Engineering Extension Service
17. Texas A&M Transportation Institute
18. Texas Division of Emergency Management
19. Texas A&M Veterinary Medical Diagnostic Laboratory

EXHIBIT B – PRICING

<u>Terms of Payment</u>
SIG invoices $180/hour plus approved travel expenses, if required, for hourly projects and services. Additional pricing options are described below.
Terms of payment for all services are:
- SIG sends invoices monthly.
- Payments are due within 30 days of receipt of the invoice by the client.
- SIG prefers payment via ACH deposits. If paid by check then SIG uses a bank lockbox service.

<u>Hourly consulting services</u>
- The typical SIG engagement is for project work and general consulting which is based on hourly rates and expenses. For these engagements the following pricing provisions are employed and identified in contracts/statements of work (SOW)
    - SIG will invoice monthly for the consulting hours provided each month and travel expenses if incurred.
    - The hours estimate includes project management, preparation time, remote labor, on-site labor and the development of status reports.
    - The estimated hours and costs are based on the agreement of the tasks necessary to complete the project as described in the SOW. This may change based on changes in client needs or requirements.
    - Costs exclude all state taxes, if applicable.

<u>Flat rate service projects</u>
SIG has several flat-rate service offerings. Here are examples of several of these types of services:

Back-to-Basics
Back to Basics is a 3-day service offering that assists institutions with utilizing Banner to its fullest extent possible. An institution's current business practices within a module are compared to Banner baseline best practices. Database modifications are reviewed with the intent of returning to Banner functionality that institutions may not be utilizing. Refinements to Banner usage are identified to effect immediate efficiencies to business processes and longer-term projects are scoped for consideration for implementation by the institution. In 3 days, "real" work is accomplished to:
- Identify the gaps between current and best practices supported by Banner functionality
- Accomplish Quick Wins that can provide immediate improvements
- Identify longer-term projects that can effect significant efficiencies and maximize the institution's technology investment

Operational Performance Services
Operational Performance Services is a comprehensive maintenance solution that helps keep your software properly serviced. At the core of the framework is a set of customized activities that are unique to each functional area (Student, Student AR, Financial Aid, HR-Payroll, Finance, Advancement, Degree Works, Remote DBA administration, Identity Management, CRM, Business Intelligence) and aligned with the academic calendar of events. Benefits include:
- Smoothly run systems
- Avoid unexpected outages
- Meet security and compliance requirements
- Leverage new features and functions
- Increase efficiency and productivity
- Reduce support costs

The OPS Maintenance framework is focused on four core areas. Below we have provided a brief description of some of the activities performed.

- System: Review updates, new regulatory releases, and impacts to processes and/or policy changes affected by updates
- Security: Evaluate changes to system access as it relates to on-boarding and off-boarding staff
- Training: Provide Micro Training sessions when needed. These are 10 to15 minute training sessions focused on essential "need to know" elements
- Operational Readiness: Prepare staff to perform essential duties necessary for the upcoming quarter.

Business Process Analysis

The underlying premise of SIG's BPA methodology is that technology alone cannot solve process or policy issues. But that technology, in concert with reimagining the process, can result in significant gains. By assembling stakeholders around the same table at the same time, the team can take a step back, map the current process, and identify the obstacles and opportunities for improvement. In our experience, by gathering people at the table together – from the beginning of a project – the likelihood of success increases significantly; not simply making marginal improvements, but transformational change. These workshops not only set the trajectory toward "ideal" processes that take full advantage of the technology, they build consensus and momentum for change.

By mapping a process, stakeholders can identify common process themes. Examples include:

- Choke points – when all paths lead to a single person
- Layering – adding automated steps on top of paper steps
- End runs – disregarding the established process entirely and jumping to the end
- Shadow systems – entering the same data in multiple systems (e.g. Excel, Word)
- Exception-based – complexity resulting from "one time five years ago, event ABC happened"
- Unintended consequences "downstream"
- Not scalable – the process breaks under increased volume
- Focus on symptoms rather than roots
- Paper-heavy – long, opaque, sequential, and inefficient

The group then pivots to overcome those symptoms by taking a "horizontal" approach – working across organizational boundaries. Outcomes include:

- Better service for "customers" – students, faculty, staff, administrators, etc.
- Streamlined operations -- fewer steps, simpler processes, enter data once
- Take location and time out of process – visibility to all stakeholders 24/7
- Greater efficiency and better use of everyone's time
- Focus on strategic questions
- Shorten cycle times
- Significant improvements, not just marginal change
- Improved collaboration and fewer organizational silos
- Eliminate/reduce errors and re-work
- Take full advantage of technology

<u>Monthly subscription services with associated service level agreements.</u>

Oracle/Banner Database Administration Services

These services can be provided on a time and expense basis or can be provided on a subscription basis.

For subscription services, SIG has developed a framework and associated monitoring processes that are based upon industry best practices. A full list of what is monitored can be found in a service matrix document which establishes three options for service level agreements (SLAs). The matrix document includes the following:

- 24x7x365 Monitoring (Database, Applications, Backups, etc.)
- 24x7x365 Issue Ticket Submission
- Dedicated Primary DBA with Backup
- Off-hours Emergency Support
- Backup Maintenance/Validation
- Environment Cloning
- Upgrades and Patch Management
- Database Administration Operational Support
- Password Security Maintenance
- Operational Support Staffing Calls
- Advisory Services - Environment Architecture
- Access to SIG's Agile Resource Communities

DegreeWorks Administration, Functional and Technical Consulting Services:
SIG can provide a full range of support services for the Ellucian DegreeWorks system. These include implementation support, installation of new releases and upgrades, scribing, training, etc.
These services can be provided on a time and expense basis or can be provided on a subscription services basis.

EXHIBIT C – UNIVERSITY PROFILES

[Prairie View A&M](#)

Application Portfolio

Vendor	Application Module	Version	Users	Database	Install Date
Ellucian	Advancement	8.7.1		Oracle 11g R2	10/26/2014
	Advancement Self-Service	8.8.1		Oracle 11g R2	10/26/2014
	Web for General	8.7.1		Oracle 11g R2	11/20/2014
	Faculty and Advisor Self-Service	8.6		Oracle 11g R2	2/9/2014
	Financial Aid Self-Service	8.22		Oracle 11g R2	2/22/2015
	Student Self-Service	8.6		Oracle 11g R2	2/9/2014
	General	8.7.2		Oracle 11g R2	12/27/2014
	Financial Aid	8.22.1		Oracle 11g R2	3/22/2015
	Student	8.6.7		Oracle 11g R2	11/20/2014
	Accounts Receivable	8.4.5		Oracle 11g R2	11/3/2013
	Web Tailor	8.7		Oracle 11g R2	11/25/2014

Peripheral Applications / Integrations

	Ellucian Pilot 1.0		25		
	Moodle 2.6 hosted by Remote Learner		Students and Faculty 10000		
	CBORD CS Gold Higher One		Students 8300		
	N/A				
	Banner		15 with access to this data		
	TouchNet hosted		Students and some parents 10000		
	Runner Technologies		5		

	T2 hosted		15		
	UC4 8.x with Banner agent		5		
	Evisions Form Fusion 3.x		5		
	N/A				
	Cognos 8.4		30		
	GradesFirst Accudemia CAPP		20 30 100		
	Leepfrog Courseleaf		100 100		
	SSD Axiom, Axiom Web, EDI.Smart		10 10 5		
	AMS American Campus		Unknown		
	Maxient Hosted		10		
	BDMS/Xtender 8 + Laserfiche		100		
	Banner Workflow 8.4		85		
	MENTIS data masking		5		

Students: (Fall 2014)
Student Full Time: 8466
Student Part Time: 3242
Faculty Full Time: 377
Faculty Part Time: 241
Staff Full Time: 499
Staff Part Time: 43

Tarleton State University

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	FA	8.22	16	Oracle	Feb-15
	BRM	1.7	5	Oracle	Dec-14
	Banner	General 8.6.4 Student 8.6.6	500	Oracle	Feb-15
	UC4	V8	5	Oracle	Jun-12
	Degree Works	4.1.2	10	Oracle	Dec-13
	eVisions - (Form Fusion)	3.17	500	Oracle	Jan-04
	Accounts Receivable	8.4.5	15	Oracle	Feb-15
	Web Tailer	8.6.1	5	Oracle	Feb-15
	Web Extender	7	25	Oracle	Jan-11
	ODS	8.4.1	5	Oracle	Dec-14
	EDW	8.4.3	25	Oracle	Jan-11
	SRP	1.1	25	Oracle	Jan-11
	RAP	1.3	25	Oracle	Jan-11

Texas A&M-Central Texas

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Example: Elucian	**FA**	**1.1**	**15**	**Oracle**	**2/1/13**
	FA	8.22	8	11.2.0.4	3/8/15
	BRM	1.7.0.0	25	11.2.0.4	4/3/15
	Banner General	8.6	200	11.2.0.4	3/9/15
	UC4	v 8.0	4		9/2/14
	Degree Works	4.1.4	75		11/12/14
	eVisions	2.0	4		8/15/14
	Accounts Receivable	8.4.5	12	11.2.0.4	05/19/14
	Student module	8.6.6	200		10/10/14
	Banner Document Mgmt. (BDM)	8.5.0	183	11.2.0.4	4/12/14
	Workflow	8.2.0.1	6	11.2.0.4	8/3/14
	ODS/EDW	8.4.3	5	11.2.0.4	3/12/15

	Luminis	5.1	200		9/21/14
	Cognos	10.2	75		10/12/14

Texas A&M-Commerce

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Elucian	Banner General	8.7.1	300+	Oracle	10/25/14
	Banner Accounts Receivable	8.5	300+	Oracle	2/21/15
	Banner Financial Aid	8.22	300+	Oracle	2/21/15
	Banner Financial Aid Self-Service	8.22		Oracle	2/21/15
	Banner Student	8.7.2	300+	Oracle	3/21/15
	Banner Student Self-Service	8.7		Oracle	3/21/15
	Banner Facutly & Advisor Self-Service	8.7		Oracle	3/21/15
	Banner Web General	8.7.1		Oracle	10/25/14
	Banner Web Tailor	8.7		Oracle	10/25/14
	TCC General	8.7	300+	Oracle	10/25/14
	TCC Accounts Receivable	8.5	300+	Oracle	3/21/15
	TCC Financial Aid	8.x	300+	Oracle	10/25/14
	TCC Student	8.7	300+	Oracle	3/21/15
	UC4/Automic	8	30+	Oracle	12/19/14
	Degree Works				
Evisions	FormFusion	1.9		Oracle	
Runner Technologies	Clean Address	4.16.0		Oracle	3/5/15
Touchnet	Bill+Payment Suite	6.5			
IBI	WebFocus				

Texas A&M-Corpus Christi

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	Web General	8.6.1	350	Oracle	Fall/2007
Ellucian	Faculty and Advisors Self-Service	8.5.4	350	Oracle	Fall/2007
Ellucian	Financial Aid Self-Service	8.22	350	Oracle	Fall/2007
Ellucian	Student Self-Service	8.6	350	Oracle	Fall/2007
Ellucian	General	8.6.4	350	Oracle	Fall/2007
Ellucian	Integration Components	8.0.2	350	Oracle	Fall/2007
Ellucian	Kiosk (information Access)	7	350	Oracle	Fall/2007
Ellucian	LCBVERS	8.3	350	Oracle	Fall/2007
Ellucian	Financial Aid	8.22.1	350	Oracle	Fall/2007

Ellucian	Student	8.6.6	11228	Oracle	Fall/2007
Ellucian	TCCVERS Texas Consortium	TCC.R.8.x	350	Oracle	Fall/2007
Ellucian	Translation Manager	1.0	350	Oracle	Fall/2007
Ellucian	Accounts Receivable	8.4.5	350	Oracle	Fall/2007
Ellucian	WebTailor	8.6.1	350	Oracle	Fall/2007
Ellucian	BRM	1.7	1	Oracle	Fall/2007
Ellucian	Degree Works	4.0.7	100	Oracle	Fall/2007
eVisions	Argos	3.8	400	Oracle	Fall/2007
eVisions	Form Fusion	1.3	NA	Oracle	Fall/2007
Automic	UC4	9?	NA	Oracle	Fall/2007
Appworx	Appworx	7	NA	Oracle	Fall/2007
Automic	Automics	11	NA	Oracle	Fall/2007

Texas A&M International University

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Example: Elucian	**FA**	**1.1**	**15**	**Oracle**	**2/1/13**
Ellucian	FA	8.22		Oracle	1/31/2015
	BRM	N/A	N/A	N/A	N/A
Ellucian	Banner student	8.6.6		Oracle	9/30/2014
	UC4	N/A	N/A	N/A	N/A
Ellucian	Degree Works	4.1.4		Oracle	2/9/2015
	eVisions	N/A	N/A	N/A	N/A
Ellucian	Accounts Receivable	8.4.5		Oracle	
Information Builders	WebFocus	8.0.0.8	224	derby	6/4/2014

Texas A&M-Kingsville

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	FA	8.22	11	Oracle	2/6/2015
	BRM	NA			
Ellucian	Banner Student	8.6.6	30+	Oracle	9/26/2014
	UC4	NA			
Ellucian	Degree Works	4.1.2	20	Oracle	3/8/2015

eVisions	eVisions Form Fusion	Not Sure			
Ellucian	Accounts Receivable	8.4.5	5	Oracle	8/8/2014

Texas A&M-San Antonio

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Ellucian	FA	8.22	11	Oracle	2/6/2015
	BRM	NA			
Ellucian	Banner Student	8.6.6	30+	Oracle	9/26/2014
	UC4	NA			
Ellucian	Degree Works	4.1.2	20	Oracle	3/8/2015
eVisions	eVisions Form Fusion	Not Sure			
Ellucian	Accounts Receivable	8.4.5	5	Oracle	8/8/2014

Texas A&M-Texarkana

Application Portfolio

Vendor	Application Module	Version	# of Users	Database Type	Install Date
Elucian	Banner General	8.7.1	60+	Oracle	10/24/14
	Banner Accounts Receivable	8.4.5	60+	Oracle	9/20/13
	Banner Financial Aid	8.22	60+	Oracle	2/20/15
	Banner Financial Aid Self-Service	8.22		Oracle	2/20/15
	Banner Student	8.7.2	60+	Oracle	3/27/15
	Banner Student Self-Service	8.7		Oracle	3/27/15
	Banner Facutly & Advisor Self-Service	8.7		Oracle	3/27/15
	Banner Web General	8.7.1		Oracle	10/24/14
	Banner Web Tailor	8.7		Oracle	10/24/14
	TCC General	8.7	60+	Oracle	10/24/14
	TCC Accounts Receivable	8.4.4	60+	Oracle	9/20/13
	TCC Financial Aid	8.x	60+	Oracle	10/24/14
	TCC Student	8.7	60+	Oracle	3/27/15
	UC4/Automic	8	5+	Oracle	12/19/14
	Degree Works				
Evisions	FormFusion	1.9		Oracle	
Runner Technologies	Clean Address	4.16.0		Oracle	3/5/15
Touchnet	Bill+Payment Suite	6.5			
IBI	WebFocus				

EXHIBIT D – 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.

Insurance:

Coverage	**Limit**

A. **Worker's Compensation**

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 of 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. [SYSTEM AND/OR MEMBER] shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the 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 Exhibit B.

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 the following A&M System contact in 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.

EXHIBIT E – MEMBER ENGAGEMENT

Strata Information Group, Inc.
Statement of Work
(Project Code)
Date

Client	Services

Under the terms of this Agreement, Strata Information Group, Inc. (SIG) will provide consulting services for the staff of CLIENT as directed to perform the following work.
Description of Work:

Cost Summary:

Item	Rate Type	Rate	Quantity	Tax	Amount
		$XXX		$	$
		$XXX		$	$
		$XXX		$	$
				Sales Tax:	$
				Total Cost:	$

Notes:
- Rate: $XXX.xx/hour for on-site and remote delivered services.
- Actual travel expenses may be lower or higher than estimated. Costs may be adjusted between the labor and travel expense categories to accommodate this as long as the total cost is not exceeded.
- SIG will invoice monthly for the consulting hours provided and travel expenses incurred.
- The hours estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Travel expenses, if applicable:
  o Travel time is capped at 8 hours per trip.
  o Travel expenses are estimated at $X,XXX per consultant, per trip.
  o SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: $xx per full on-site day $xx per partial day.

For CLIENT: For Strata Information Group, Inc.:

_____   _____

Signature   Date   Henry A. Eimstad   Date

President

_____

(Please print name and title)

General Outline of Services

These services are subject to change depending on Client's priorities, needs, and availability of staff and systems.

Detailed tasks: