

PHOTOSHELTER BRANDS ACCOUNT SERVICE AGREEMENT

THIS PHOTOSHELTER BRANDS ACCOUNT SERVICE AGREEMENT (this “**Agreement**”) between The Texas A&M University System, an agency of the state of Texas, with offices at 301 Tarrow St, College Station, TX 77840 (“**Client**”), and PhotoShelter, Inc., a Delaware corporation, with offices at 111 Broadway, 19th Floor, New York, New York 10006 (“**PhotoShelter**”), is effective as of the last date of signature (“**Effective Date**”). Capitalized terms not defined herein shall have the meaning set forth on any applicable Order Form which references this Agreement. Client and PhotoShelter may be individually referred to as “**Party**” or collectively referred to as “**Parties**”. The Parties agree as follows:

1. DEFINITIONS.

“**PhotoShelter Brands**” means the PhotoShelter multi-user digital asset management software and tools provided by PhotoShelter for purposes such as posting, archiving, editing, managing, organizing, distributing, accessing, and/or selling digital copies of Posted Content, and all software, interfaces, tools, utilities, templates, forms, and other technologies (and any related intellectual property) relating thereto, excluding Posted Content.

“**Posted Content**” means photographs or other content provided by Client through the Services.

“**Site**” means PhotoShelter.com.

“**Services**” means the PhotoShelter Brands service and any other services provided by PhotoShelter on the Site or pursuant to any Order Form.

“**Confidential Information**”

- a. The Parties anticipate that under this Agreement it may be necessary for a Party (the “**Disclosing Party**”) to transfer information of a confidential nature (“**Confidential Information**”) to the other Party (the “**Receiving Party**”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.
- b. Confidential Information shall not include A&M System Data. “**Confidential Information**” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving

Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- c. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information for purposes of performing its obligations under this Agreement, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- d. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- e. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- f. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

"Member" shall mean any participating member institution or agency of The Texas A&M University System and individual departments within each as established on any Order Form.

2. PHOTOSHELTER SERVICES; SITE OPERATION.

2.1. Services. PhotoShelter shall use commercially reasonable efforts to operate the Services for Client and Member in accordance with an applicable Order Form. Subject to the terms and conditions of this Agreement, PhotoShelter grants Client a non-exclusive, non-transferable license to use and access the Services solely for (a) Client's internal business purposes and (b) to display, sell, and deliver Client's images on the Services to Client's Registered Users (defined below) in accordance with this Agreement.

2.2. Access and Account Setup. Initial registration will be performed manually by a designated PhotoShelter Client Services representative. As part of the implementation process, Client will identify an administrative user name and password that will be used to set up each participating Member's account for the Services, and each Member will need to register one or more individuals as an Account Administrator. Accounts and passwords may be used only in accordance with the terms and conditions of this Agreement. To the extent legally permitted, (a) Member shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Member and (b) Client hereby releases PhotoShelter from any and all liability concerning such transactions or activity. Client or Member agrees to notify PhotoShelter immediately of any actual or suspected loss, theft, or unauthorized use of its or its Registered Users' (defined above) account or password.

2.3. Availability. PhotoShelter will use commercially reasonable efforts to ensure that PhotoShelter Brands is available 24 hours a day, 7 days a week. PhotoShelter reserves planned outages of the Services, especially those requiring downtime, for purposes such as large scale system upgrades and maintenance (collectively, "**Downtime Exclusions**") Downtime Exclusions. PhotoShelter will notify Client as soon as reasonably practicable of any unplanned outages, and with a minimum of 72 hours before planned outages.

2.4. Site Service and Technical Support. Where needed, PhotoShelter will provide routine support to Account Administrators and Editors, but not to Registered Users, in respect of use of the Services during PhotoShelter's business hours of Monday through Friday 3:00 AM ET - 8:00 PM ET, excluding public holidays in the United States. Urgent issues receive support after hours, on weekends, and on public holidays in the United States. Member is solely responsible for providing support to its Registered Users.

2.5. Limitations. PhotoShelter will not be responsible or liable for any failure in the Services resulting from or attributable to (a) Client Posted Content; (b) failures in telecommunications, network or other service or equipment outside of the facilities used to host the Services; (c) Client's or any third party's products, services, negligence, acts or omissions; (d) any cause beyond PhotoShelter's reasonable control; or (e) **Downtime Exclusions** in accordance with the terms herein.

2.6. Modifications. PhotoShelter reserves the right to modify or discontinue any Services (in whole or in part) at any time, provided that PhotoShelter will use commercially reasonable efforts to give thirty (30) days' prior notice to Client (via email or through the Service) of material changes to the core Services, and further provided that in the event such modification or discontinuance materially reduces the functionality of the Services used by Client in accordance with this Agreement, Client may terminate this Agreement upon at least fifteen (15) days' prior written notice to PhotoShelter.

2.7. Backups. Although PhotoShelter uses industry standard methods to store and preserve Posted Content, including performing backups of data in near real-time and by providing geographic server redundancy in multiple locations, including without limitation Client Posted Content, it is always a best practice to backup all important data. Therefore, PhotoShelter strongly encourages Client to perform regular backups of Client's Posted Content, and Client acknowledges and agrees that PhotoShelter is not

responsible or liable in any way for the failure to store, preserve, or access Posted Content or other materials that Client transmits, stores, archives or otherwise makes available on or through the Services.

2.8. Content Removal. PhotoShelter has no obligation to screen or monitor any images, information, or data for any purpose, including without limitation any Posted Content or any other content provided by users or third parties. However, if PhotoShelter becomes aware of or has reason to believe that Client or any of Client's Posted Content is violating the terms and conditions contained herein or elsewhere on the Services, PhotoShelter, in its sole discretion, may remove and/or delete the applicable Posted Content, suspend and/or terminate Client's and/or Client's Registered Users' access to the Services, and/or pursue any other remedy or relief available to PhotoShelter under equity or law.

2.9. Copyright. PhotoShelter handles copyright infringement claims in accordance with the Digital Millennium Copyright Act, a copy of which is located at <http://lcweb.loc.gov/copyright/legislation/dmca.pdf>.

2.10. International Access. Some jurisdictions may prohibit or restrict the download, storage, display, or viewing of certain images or content or may otherwise limit use of or access to the internet and web-based services, and in such cases, PhotoShelter cannot guarantee that these jurisdictions will permit the use of or access to the Site, Services, or any content thereon. Client and all Registered Users are responsible for compliance with the laws of the applicable jurisdiction in which such Client or Registered Users access the Site or Services. To the extent the Site, Services, and content can be legally accessed, PhotoShelter uses a global Content Delivery Network (CDN) to ensure they can be accessed and viewed anywhere around the world in accordance with local expectations for internet speed. Furthermore, the Site and the Services are hosted on computer servers in the United States, and therefore, Client's information may be processed and stored in the United States. Client's use of the Sites or the Services or Client's submission of any information, including without limitation any personally identifiable information, to PhotoShelter will constitute Client's consent to the transfer of Client's information to PhotoShelter's servers and the use and disclosure of such information in compliance with United States laws, rules and regulations.

3. LICENSEES AND USER OBLIGATIONS.

3.1. License to Posted Content. Client owns, and as between Client and PhotoShelter, will continue to own, all Posted Content. Client hereby grants and agrees to grant PhotoShelter a non-exclusive, royalty-free, fully paid up, sublicensable, worldwide right and license to use, reproduce, modify, display, perform, distribute, and create derivative works of the Posted Content *solely in connection with PhotoShelter's obligations of providing the Services pursuant to the terms of this Agreement, and according to the Client's specified visibility and access permission controls*, as indicated using the features and functionality made available on the Services. This license allows PhotoShelter to take actions such as creating thumbnails and other various sizes of the images that Client posts and lists on the Site or through the Services, presenting images in search results on the Services, allowing Registered Users to browse image collections, or modifying Posted Content so that PhotoShelter's system can fulfill image download requests in multiple desired sizes to Client's approved Registered Users. *PhotoShelter claims no right to*

use Posted Content in any manner that goes beyond providing the Services, and PhotoShelter claims no commercial rights to Posted Content.

3.2. Registered Users. Client will use the Services to distribute Posted Content to only parties which Client approves (“**Registered Users**”). Client can choose to grant Registered Users access to Posted Content by: (1) providing each Registered User with a username and password to access the Posted Content; (2) password-protecting Client’s gallery on the Services that contains the Posted Content and sharing the password with Registered Users to whom Client wishes to grant access or (3) designating the Posted Content as publicly viewable or downloadable by anyone, using the applicable feature on the Services (in both cases any end user who downloads or accesses such Posted Content shall constitute a Registered User). Only Client-appointed Account Administrators and Editors may set up new Registered Users via the Services for access to Client Posted Content. Client will check and update the Registered User access permissions regularly to ensure such permissions remain accurate and complete. PhotoShelter shall have no responsibility or liability for (a) Client’s failure to maintain or update Registered User authorization or (b) any unauthorized use, sharing, or disclosure of any passwords provided to Registered Users.

4. Intentionally Omitted.

5. PROVISIONS FOR AI AUTO-TAGGING VIA THE PHOTOSHELTER BRANDS ACCOUNT.

5.1 Client Representations and Warranties for Auto-Tagging Services. Client represents that Client will use the Auto-Tagging Services in accordance with all applicable state, federal or foreign law(s), rule(s) and regulation(s), including without limitation those related to making decisions based solely on automated processing, including profiling.

5.2 Client acknowledges and agrees that:

- PhotoShelter may utilize Third Party Service Providers to perform the Auto-Tagging Services.
- PhotoShelter or the applicable Third Party Service Provider may utilize Posted Content that is subject to the Auto-Tagging Service to create Derived Data. “**Derived Data**” means data elements derived from Posted Content via mathematical, logical or other types of transformations. Derived Data will be fully anonymized and aggregated, such that it is not possible to identify Client, or the subject(s) of any of the Posted Content. Derived Data will be the property of PhotoShelter or its applicable Third Party Service Provider. PhotoShelter or its Third Party Service Provider may use Derived Data for product improvement, algorithm training and other internal purposes.
- The Auto-Tagging Services are provided “AS IS” and Client’s use is at its own risk. PhotoShelter does not and cannot guarantee the accuracy or completeness of any Auto-Tags made available by or to Client in connection with the Auto-Tagging Services.
- PhotoShelter may discontinue the Auto-Tagging Services at any time in PhotoShelter’s sole discretion.

6. REPRESENTATIONS AND WARRANTIES.

6.1. General. Each party represents and warrants that (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

6.2. By Client. Client represents that to its knowledge (a) Client owns all rights, title and interest in and to the Posted Content, or has otherwise secured all necessary rights in the Posted Content as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement or as otherwise authorized by Client through the Services, including without limitation to Registered Users and (b) the Posted Content does not (i) include any virus, worm, Trojan horse or other harmful, malicious or disabling code or device or that is designed to damage or allow unauthorized access to the Site or Services (“**Malware**”); (iii) contain any material which is unlawful, harmful, abusive, hateful, obscene, threatening, libelous or defamatory, false or inaccurate or otherwise objectionable; (iv) harm minors in any way, including, but not limited to, by violating child pornography laws, child sexual exploitation laws or any laws prohibiting the depiction of minors engaged in sexual conduct; or (v) violate any applicable federal, state, local or international law.

6.3 BY PHOTOSHELTER.

PhotoShelter represents and warrants that (a) it will perform the Services in a professional and workmanlike manner; (b) the Services will perform substantially in accordance with any documentation provided by PhotoShelter to Client; (c) it will use industry standard methods to scan the Services and Content for Malware and to eradicate any found Malware and (d) it will perform its obligations in compliance with all applicable laws. In the event of any breaches of the warranties set forth in this Section 6.3, PhotoShelter’s sole responsibility, and Client’s sole remedy, will be, at PhotoShelter’s discretion, to either (i) re-perform the Services so that they conform or (ii) refund the Client a prorated portion for any fees paid by Client for the non-conforming Services.

7. PROPRIETARY RIGHTS.

7.1. Client. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted, and Client (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to Posted Content.

7.2. PhotoShelter. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted, and PhotoShelter (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Services, the Site and all information, data, materials and content related thereto (excluding Posted Content), and all modifications and derivative works thereof (again, excluding modifications and derivative works of Posted Content), as well as all PhotoShelter trademarks, names, and logos, and all PhotoShelter rights to patent, copyright, trade secret and other proprietary or intellectual property rights.

7.3. Restrictions. Except as expressly permitted in this Agreement, Client shall not directly or indirectly (a) use any of PhotoShelter's Confidential Information (defined above) or proprietary information to create any service, software, documentation or data that is similar to any aspect of the Services; (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein; (c) encumber, sublicense, transfer, rent, lease, time-share or use any portion of the Services in any service bureau arrangement or otherwise for the benefit of any third party; (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (f) permit any third party to engage in any of the foregoing proscribed acts.

7.4. Feedback. PhotoShelter appreciates all of its users' interest in improving and expanding the Services. If Client chooses to send to PhotoShelter (through any channel) any content, information, ideas, suggestions or other materials relating to the Site, Services or PhotoShelter's business ("**Feedback**"), Client hereby grants a non-exclusive license to PhotoShelter to use such Feedback provided by Client and/or its Registered Users, and Client agrees that PhotoShelter is free to use any Feedback, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to Client. ANY FEEDBACK IS PROVIDED BY [MEMBER] AS-IS, WITHOUT ANY WARRANTIES OF ANY KIND.

8. PAYMENT; FEES. Unless otherwise specified in an Order Form, through Client's account settings or as otherwise agreed to by PhotoShelter in writing, Client shall pay to PhotoShelter the fees as set forth on an Order Form within thirty (30) days of an invoice from PhotoShelter, in accordance with the Texas Prompt Payment Act. PhotoShelter reserves the right to immediately suspend and/or terminate access to Client's account for late payment or nonpayment. Upon making payment, Client access to the account would be promptly restored.

9. TERM; TERMINATION.

9.1. Term. This Agreement shall commence on the effective date set forth on an applicable Order Form and the Term shall be the Term as set forth in the applicable Order Form, unless terminated earlier according to the terms of this Agreement. The Parties may agree to renew this Agreement upon mutual written agreement of the Parties. No auto-renewals of this Agreement are permitted.

9.2. Termination. Either Party may terminate this Agreement (a) for the other Party's material breach of this Agreement if such breach is not cured within thirty (30) days of the non-breaching party providing written notice to the breaching party or (b) for no cause, upon sixty (60) days' written notice to the other party.

9.3. Effect of Termination. Client will remain obligated to pay any fees for any Services or additional resources incurred prior to termination, and in the event of any outstanding unpaid balance, Client shall promptly remit such outstanding amounts to PhotoShelter upon termination, in accordance with Texas Prompt Payment Act. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (i) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (ii) the provisions of Sections 1 (Definitions), 2.5 (Limitations), 2.9 (Copyright), 2.10 (International Access), 7.1 (Proprietary Rights -- Client), 7.2 (Proprietary Rights – PhotoShelter), 7.3 (Restrictions), 7.4 (Feedback), 10 (Third Party Services), 11 (Indemnification), 12 (Disclaimer of Warranties and Limitation on Liability), 13 (Miscellaneous) and this Section 9.3 (Effects of Termination) shall survive.

10. THIRD PARTY SERVICES. The purchase of any services provided by third parties through the Services (“**Third Party Services**”), including without limitation any fulfillment services for orders of Posted Content, image tracking services, website templates, analytics packages, or ancillary photo editing or processing services, is at Client’s own risk. Client acknowledges and agrees that (a) any transaction with a Third Party Service provider (“**Third Party Service Provider**”) is solely between Client and the applicable Third Party Service Provider; (b) any content transmitted by Client to any Third Party Service Provider is at Client’s own risk; (c) PhotoShelter does not make any representation or warranty about any Third Party Services or Third Party Service Providers; and (d) PhotoShelter will not be responsible or liable for any aspect of any transaction between Client and any Third Party Service Provider. PhotoShelter will endeavor to provide notification when a service is a Third Party Service.

11. INDEMNIFICATION. To the extent authorized by the Constitution and the laws of the State of Texas,, each party agrees to indemnify and hold harmless the other party and each of the other party’s directors, officers, shareholders, employees or members from and against any and all allegations, third party claims, demands, suits, actions or other proceedings and any corresponding liabilities, costs, settlement amounts, expenses (including reasonable attorney’s fees) or other losses paid to third parties arising from or relating to (i) such party’s material breach of any of its representations or warranties set forth herein or (ii) in the case of Client as the indemnifying party, to Client’s or its Registered Users’ use of the Services and/or any material or content, including without limitation Posted Content or content provided by other users or third parties, it or they submit, download, post or transmit through the Services.

12. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY.

12.1. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHOTOSHELTER HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SITE AND THE SERVICES (INCLUDING ALL CONTENT THEREON) AND CLIENT’S USE THEREOF, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND QUIET ENJOYMENT,. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE AFOREMENTIONED DISCLAIMERS MAY NOT APPLY TO CLIENT.

12.2. LIMITATION ON LIABILITY. EXCEPT FOR BREACHES OF DATA LOSS OR DATA BREACH, OR OTHER LOSS OF DATA PRIVACY AND SECURITY OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, AND INDEMNIFICATION OBLIGATIONS HEREUNDER, TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE CONCERNING THE SITE, SERVICES OR ANY CONTENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES; (B) COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (C) DAMAGES THAT IN THE AGGREGATE EXCEED THE FEES PAID OR PAYABLE OVER THE IMMEDIATELY PREVIOUS TWELVE MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OF LIABILITY, SO THE FOREGOING MAY NOT APPLY.

13. MISCELLANEOUS.

13.1. Governing Law. Any disputes arising out of or relating to this Agreement or use of the Services shall be resolved in accordance with the laws of the State of Texas, without regard to its conflict of law rules. PhotoShelter and the Client hereby consent to the state and federal courts of Texas for all disputes arising from or relating to this Agreement or access to or use of the Site and/or Services.

13.2. Entire Agreement. This Agreement, including the Vendor Contract Addendum, and an applicable Order Form(s), constitutes the entire agreement between Client and PhotoShelter with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof.

13.3. Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld. However, without consent, either party may assign this Agreement to any successor to all or substantially all of its business or assets which concern this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

13.4. Intentionally Omitted.

13.5. Modification and Waiver. No change, consent or waiver under this Agreement will be binding on either party unless made in writing and physically signed by an authorized representative of such party. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

13.6. Interpretation. Headings used in this Agreement are for convenience only and have no legal or contractual significance.

13.7. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

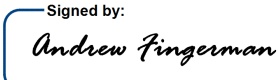
13.8. Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 7 (Proprietary Rights) or the confidentiality obligations contained herein, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

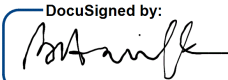
13.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile (e.g., .pdf or electronic signature) copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

PhotoShelter, Inc.:

**Client: The Texas A&M University
System**



Signed by:
Andrew Fingerman
By: 
E72834E4581F424...
Authorized Signature
Andrew Fingerman
Name (Print or Type)
Chief Executive Officer
Title
3/24/2025
Date

DocuSigned by:
Billy Hamilton
By: 
BEDCDB89EA78479...
Authorized Signature
Billy Hamilton
Name (Print or Type)
Deputy Chancellor
Title
3/24/2025
Date

VENDOR CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the PHOTOSHELTER BRANDS ACCOUNT SERVICE AGREEMENT ("Agreement") between The Texas A&M University System ("A&M System") and PhotoShelter, Inc., a corporation in the state of Delaware ("PROVIDER"). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. A&M System and PROVIDER may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. 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.

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.

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.

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, A&M System will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Public Information. 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. Upon A&M System's written request, and at no cost to A&M System, 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 A&M System that is accessible by the public. 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

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 Contracts 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.

Access by Individuals with Disabilities. PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, A&M System may immediately terminate this Agreement, and PROVIDER will refund to A&M System all amounts paid by A&M System under this Agreement within thirty (30) days following the effective date of termination.

Cybersecurity Training Program. To the extent applicable, PROVIDER agrees that pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to MEMBER's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by MEMBER. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the term of this Agreement and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to MEMBER 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 MEMBER to terminate this Agreement without further duty or obligation hereunder.

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.

Data Privacy. PROVIDER shall hold A&M System's data in confidence. PROVIDER shall only use or disclose A&M System's 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 the A&M System's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the A&M System's 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.

PROVIDER shall, within two (2) business days of discovery, report to A&M System any use or disclosure of A&M System's 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, (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.

PROVIDER must promptly notify A&M System of any legal request for A&M System's data from a third party and take (and assist A&M System in taking) appropriate steps not to disclose such A&M System data.

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.

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

Export Controls. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Payment Card Industry (PCI) Compliance. For purposes of this Agreement, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. PROVIDER acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of A&M System, or to the extent that PROVIDER could impact the security of the cardholder data environment.

PROVIDER represents and warrants that, as of the Effective Date of this Agreement, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. PROVIDER shall maintain such compliance for the term of this Agreement and send documentation of its most recent validation of compliance to A&M System annually during the term of this Agreement. In the event that PROVIDER learns that it is no longer PCI DSS compliant, PROVIDER will notify A&M System within two (2) business days of discovery and immediately remediate such non-compliance.

PROVIDER acknowledges that unauthorized access to the cardholder data environment (a “cardholder data breach”) resulting from a lapse in PROVIDER’s security obligations is grounds for early termination of this Agreement, without penalty and with immediate effect, at A&M System’s discretion. PROVIDER agrees to comply with all laws, rules, and regulations applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.

PROVIDER agrees to indemnify and hold harmless A&M System from and against any third-party claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Agreement.

HUB Subcontracting Plan. It is the policy of the state of Texas and 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. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to A&M System and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

Termination. A&M System may terminate this Agreement for no cause on thirty (30) days’ written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against A&M System under this Agreement.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to A&M System or if canceled and/or terminated by A&M System for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse A&M System for all advance payments paid by

A&M System to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the A&M System did not receive from PROVIDER prior to cancellation and/or termination.

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.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M System that was employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.

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 A&M System or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

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 A&M 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.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

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 A&M System or the A&M System.

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

Representations & Warranties. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

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).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next

business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. A&M System and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
 301 Tarrow, Suite 271
 College Station, TX 77840
 Attention: Jeff Zimmermann
 Phone: 979-458-6410
 Email: jzimmermann@tamus.edu

PROVIDER: PhotoShelter, Inc.
 111 Broadway, 19th Floor
 New York, NY 10006
 Attention: Caroline Summers
 Phone: 212-206-0808 x 3385
 Email: caroline@photoshelterbrands.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against A&M System is to be in the county in which the principal office of A&M System's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of A&M System to enter into certain terms and conditions of this 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.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically

incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Certification Regarding Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

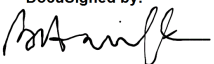
Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

ACCEPTED & AGREED:



The Texas A&M University System

PhotoShelter, Inc.

DocuSigned by:
By: 
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Signed by:
By: 
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Name: Billy Hamilton

Name: Andrew Fingerman

Title: Deputy Chancellor

Title: Chief Executive Officer

Date: 3/24/2025

Date: 3/24/2025

APPENDIX A

- A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

1. **Worker's Compensation**

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

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

2. **Commercial General Liability**

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

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

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

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

4. **Cyber Liability**

PROVIDER shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover PROVIDER's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

- B. PROVIDER shall 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 prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and A&M System as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and A&M System.
- E. 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.
- F. 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 shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: SOProurement@tamus.edu
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by A&M System in writing.

I. Certificate Holder should read as follow:

The Board of Regents for and on Behalf of The Texas A&M University System
The Texas A&M University System
301 Tarrow St.
College Station, TX 77840