A&M-COMMERCE Mane Market

Sales Tax Exemption

Texas A&M University-Commerce is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Commerce.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order

Purchase Order Date	PO/Reference No.	Revision No.
Apr 14, 2022	**AB0705837**	**0**

Contact instructions for questions regarding this Purchase Order:

If Buyer Contact information is listed below, please contact the Buyer.

If not, please contact the Customer.

Buyer Contact:

Buyer	Buyer Email	Buyer Phone Number
sdb - Barnes, Sandy	sandy.barnes@tamuc.edu	903.468.3000

Customer Contact:

Name:	Terryl Bratek
Email:	TERRYL.BRATEK@TAMUC.EDU
Phone:	+1 903-886-5128

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M University-Commerce's Purchasing Department prior to shipping.

Supplier Information

Supplier Name	STATWAX LLC
Address	PO BOX 620 FISHERS, Indiana 46038 United States
Phone	+1 317-508-5680
FOB / FREIGHT	Destination
Pre-Pay & Add	No
Payment Terms	0, Net 30
Contract Number - Header	C2021-3665
Contract Number - Line	C2021-3665
Quote number	

Delivery Information

Delivery Address

TAMUS Member:	21-Texas A&M University - Commerce (21)
Attn:	Terryl Bratek
Marketing Communications	
Room	Binnion Hall, Room 140
2600 S Neal St	
Commerce, TX 75428	
United States	

Delivery Information

Required Delivery Date	
Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

Statwax Quote #04...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by Texas A&M University-Commerce shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.
	536	Terms & Conditions - TAMU-Commerce	This purchase shall be in accordance with the Texas A&M University-Commerce terms and conditions. To obtain, please go to the following address:

http://www.tamuc.edu/facultyStaffServices/purchasing/references/forms/default.aspx

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 3	Media Campaign for BS in Veterinary Biomedical Technology to run 04/15/2022-10/15/2022.	N/A	EA	24,000.00 USD	1 EA	24,000.00 USD
	Manufacturer Name Statwax					
2 of 3	Media Campaign for Computer Science (graduate) to run 04/15/2022-10/15/2022.	N/A	EA	24,000.00 USD	1 EA	24,000.00 USD
	Manufacturer Name Statwax					
3 of 3	Media Campaign for Technology Management (graduate) to run 04/15/2022-10/15/2022.	N/A	EA	24,000.00 USD	1 EA	24,000.00 USD
				Total		**72,000.00 USD**

Billing Information	Billing Address
To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the “Billing Address” section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu. Invoice must include the PO/Reference number shown above.	Texas A&M University-Commerce ***Do Not Mail Invoices*** Email invoices to invoices@tamuc.edu PO Box 3011 Commerce, TX 75429 United States

Texas A&M University-Commerce
Services Agreement

Contract Number: C2021-3665

This Agreement is entered into this 1st of July 2021, by Texas A&M University-Commerce, a member of The Texas A&M University System, an agency of the State of Texas, (hereinafter called "University") and Statwax (hereinafter referred to as Contractor), a corporation having its' principal place of business at 11313 USA Parkway, Ste. 106 Fishers, IN 46037.

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF SERVICES

The scope of work includes the following:

a) Develop versatile and robust digital targeting and retargeting marketing campaigns that increase visitors and their actions on the tamuc.edu website.
b) Diagnosis our marketing challenges and provide strategies for dealing with those challenges.
c) Provide a comprehensive competitor analysis and develop strategies to outpace competitors.
d) Evaluate our current digital campaign assets and channels' effectiveness and identify gaps in our existing marketing strategy.
e) Identify the personas of TAMUC's target audience and develop a strategy to engage this audience.
f) Create compelling social media marketing for Facebook, Twitter, Instagram and YouTube, and provide guidance on new outlets, e.g., Tik Tok.
g) Develop Connected TV/OTT campaigns.
h) Provide geo-fencing and framing strategies.
i) Improve search engine optimization (SEO), inclusive of technical implementations as well as content-focused strategy
j) Design and deploy creative imagery for use in digital advertising tactics (inclusive of display banner ads and paid social media ad imagery) as well as short animated creatives for necessary ad formats
k) Identify and implement new digital marketing technologies to support TAMUC's marketing efforts.
l) Ensure that mobile is a crucial focus of campaigns.
m) Develop retargeting campaigns for current students, graduates, stop-outs, etc., e.g., "Get Them Back" or countdown clock.
n) Provide recurring all-team calls with the TAMUC marketing team in order to communicate performance, insights, and action items.

o) Deploy digital dashboards reflecting key performance indicators for all ad campaigns and channels.

2. TERM OF THE AGREEMENT

This Agreement shall begin on July 1, 2021 and end on June 30, 2022. This agreement may be renewed for four (4) additional one (1) year terms at the same or lower cost, upon mutual agreement.

3. COMPENSATION AND METHOD OF PAYMENT

3.01 Contractor will charge a one-time setup fee of $9,375. This fee will cover 75 hours of work at Contractor's blended hourly rate of $125 per hour. Any overage of hours on this piece will not be charged to University.

3.02 Contractor will charge a monthly digital ads management fee to cover all digital advertising Services as outlined above. This fee will be calculated as 17% of the total ad spend occurring during each month, to be calculated and invoiced at the close of each month.

3.03 Contractor will charge a flat hourly rate for any Search Engine Optimization (SEO) Services required under Scope of Services point 'i' above. This rate will equal $125 per hour, to be calculated and invoiced at the close of each month.

3.04 In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s).

3.05 Payment will be made upon submittal and approval of a valid invoice. The University shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

3.06 All payments shall be made by electronic direct deposit. Contractor is required to complete and submit to the A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

http://www.tamuc.edu/facultyStaffServices/financialServices/MiscellaneousItems/accountsPayable/forms/documents/directDepositVendor.pdf

4. CONTRACT DOCUMENTS

The contract documents shall consist of the following (listed in order of precedence) attached to and incorporated as part of this Agreement:

A. This Executed Agreement;
B. University RFP or other attachments
C. Exhibit "A" - Proposal dated April 30, 2021

The Contractor's proposal is hereby incorporated into this Agreement by reference to supplement the Statement of Work.

5. STANDARD CONTRACT CLAUSES

5.01 ABANDONMENT OR DEFAULT

If the contractor defaults on the Agreement, the University reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the University including but not limited to re-procurement costs, and any consequential damages to the State of Texas or the University resulting from Contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

5.02 AGENCY OF THE STATE OF TEXAS

The University is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the University's right to claim any exemptions, privileges, and immunities as may be provided by law.

5.03 AMENDMENTS

No modification, alteration, or waiver of any term, covenant, or condition of this Agreement and any attachments shall be valid unless in writing and executed by the University and Contractor.

5.04 ANTITRUST

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement.

5.05 APPLICABLE LAW AND CONFORMING AMENDMENTS

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and

guidelines currently exist and as they are amended throughout the term of this Agreement. The University reserves the right, in its sole discretion, to amend, unilaterally, this Agreement throughout its term to incorporate any modifications necessary for the University or Contractor's compliance with all applicable State and federal laws, and regulations.

5.06 ASSIGNMENTS

Without the prior written consent of the University, Contractor may not assign this Agreement, in completely or in part, and may not assign any right or duty required under it.

5.07 BUY TEXAS

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and Materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

5.08 CHILD SUPPORT

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 Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

5.09 COMPETITION IN SUBCONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Agreement.

5.10 CONFIDENTIALITY AND PUBLIC INFORMATION ACT

A. Contractor 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, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.

C. Contractor 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 Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5.11 DEBTS OR DELINQUENCIES TO STATE

Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

5.12 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and those officers have not been found to be liable for such practices in such proceedings.

5.13 DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Agreement. If the Contractor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

5.14 ELIGIBILITY

Under Texas Government Code, Section 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Texas Government Code, Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or

specifications for the contract. By signing this Agreement, Contractor certifies that he/she has not been an employee of an agency of the State of Texas in the last twelve calendar months.

5.15 FALSE STATEMENTS; BREACH OF REPRESENTATIONS

By signature to this Agreement, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Contractor signed its Proposal with a false statement or signs this Agreement with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Contractor shall be in default under this Agreement and the University may terminate or void this Agreement for cause and pursue other remedies available to the University under this Agreement and applicable law.

5.16 FELONY CRIMINAL CONVICTIONS

Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised the University as to the facts and circumstances surrounding the conviction.

5.17 FINANCIAL INTERESTS; GIFTS

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Agreement has received compensation from the University or any agency of the State of Texas for participation in preparation of specifications for this Agreement. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement.

5.18 FORCE MAJEURE

Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

5.19 FRANCHISE TAX CERTIFICATION

If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Vendor certifies that it is not currently delinquent in the payment of any franchise taxes or that Vendor is exempt from the payment of franchise taxes.

5.20 GOVERNING LAW AND VENUE

The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary

office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Hunt County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

5.21 IMMIGRATION

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Agreement and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

5.22 INDEMNIFICATION

Indemnification. Contractor agrees to indemnify and hold harmless the University from any claim, damage, liability, expense or loss to the extent arising out of Contractor's negligent or willful errors or omissions under this Agreement.

Contractor shall also indemnify, save and hold harmless the State of Texas and the University from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Agreement

The University shall notify Contractor of any such claim within a reasonable time of the University's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify the University of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without the University prior written approval and all settlement negotiations shall be in consultation with the Office of the Attorney General. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.

5.23 INDEPENDENT CONTRACTOR

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Agreement. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of the University. Should Contractor subcontract any of the services required in this Agreement, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the University is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.

5.24 INSURANCE AND OTHER SECURITY

Contractor shall obtain and maintain, for the duration of this Agreement, 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 and currently rated A- or better by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall contain a provision whereby the insurers will provide thirty (30) days' prior written notice of 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

If this coverage is waived by System Risk Management, the Vendor, his employees and sub-Vendors must sign hold harmless and indemnification agreement.

B.	Automobile Liability	
	Owned Vehicles	$1,000,000
	Non-owned Vehicles	$1,000,000
	Hired Vehicles	$1,000,000
C.	Commercial General Liability	
	Aggregate Limit	$2,000,000
	Each Occurrence Limit	$1,000,000
	Products / Completed Operations	$1,000,000
	Personal / Advertising Injury	$1,000,000
	Damage to rented Premises	$100,000

The Auto and Commercial General Liability Policies shall include the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University-Commerce as additional insured. Such additional insured status may be provided via a blanket additional insured provision.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to the University. Contractor represents and warrants that it shall maintain the above insurance

coverage during the term of this Contract, and shall provide the University with an executed copy of the policies immediately upon request.

5.25 TAX EXEMPT STATUS

As an agency of the State of Texas, University is tax exempt. Tax exemption certification will be furnished upon request.

5.26 LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS

Contractor shall have no authority to act for or on behalf of the University or the State of Texas except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the University.

5.27 LOSS OF FUNDING

Performance by the University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the University will issue written notice to Contractor and the University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of the University.

5.28 ENTIRE AGREEMENT

This Agreement contains the entire agreement between Contractor and the University and supersedes any prior understandings or oral or written agreements between the University and Contractor on the matters contained herein.

5.29 CONFLICTS OF INTEREST

By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

5.30 NO WAIVER

Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. the University does not waive any privileges, rights, defenses, or immunities available

to the University by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

5.31 NOTICES

Any written notices required under this Agreement will be by either hand delivery to Contractor's office address specified on Page 1 of this Agreement or by U.S. Mail, certified, return receipt requested, to

To Client: Texas A&M University-Commerce
Attention: Travis Ball
Chief Procurement Officer
P.O. Box 3011
Commerce, TX 75429-3011

To Vendor: Statwax
Brian Walker
President
11313 USA Parkway, Ste. 106
Fishers, IN 46037

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

5.32 PARTIALLY COMPLETED WORK

Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Agreement.

5.33 PROHIBITED USE OF APPROPRIATED OR OTHER FUNDS UNDER CONTROL OF STATE AGENCY; LOBBYING

The Contractor represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code, Section 556.005 or Section 556.008.

5.34 SEVERABILITY CLAUSE

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

5.35 SIGNATORIES

The undersigned signatories represent that they have full authority to enter into this Agreement on behalf of the respective parties.

5.36 STATE AUDITOR'S OFFICE

Vendor 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 5 1.9335(c), Texas Education Code. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Vendor will include this provision in all contracts with permitted subcontractor.

5.37 STRICT COMPLIANCE

Time is of the essence in the performance of this Agreement. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Agreement.

5.38 SUBSTITUTIONS

Substitutions are not permitted without written approval of the University

5.39 SURVIVAL OF TERMS

Termination of the Agreement for any reason shall not release the Contractor from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

5.40 TERMINATION

(a) Convenience

The University may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. University shall be liable only for payments for any goods or services ordered from the Contractor before the termination date.

(b) Cause/Default

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, the University may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the University.

(c) Rights upon Termination or Expiration

In the event that the Agreement is terminated for any reason, or upon its expiration, the University shall retain ownership of all associated work products and documentation obtained from Contractor under the Agreement. Further, the University and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260. No later than the first calendar day after the termination of this Agreement, or at the University request, Contractor shall deliver to the University all completed, or partially completed, work and any and all documentation or other products and results of these services.

5.41 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

5.42 CONTRACTOR CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

5.43 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.

5.44 RECORDS RETENTION

Contractor 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.

5.45 NOT ELIGIBLE FOR REHIRE

Contractor is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

6. SPECIAL CONTRACT CLAUSES

6.01 BACKGROUND CHECKS

Each individual who is assigned to perform the Services under this Agreement will be either an employee of the contractor or an employee of a permitted subcontractor engaged by the Contractor. The Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Before commencing the Services, the Contractor shall: (1) provide the University with a roster of every individual who may be assigned to perform the Services ("Roster"), and (2) perform appropriate criminal background and sex offender screenings on all those individuals. The Contractor may not knowingly or negligently assign any individual to provide the Services who has a history of criminal conduct unacceptable for the University, including violent or sexual offenses. The foregoing must be applied in accordance with federal, state and local laws and the U.S. Equal Employment Opportunity Commission Guidelines.

6.02 ELECTRONIC AND INFORMATION RESOURCES

If determined to be applicable by the University, Contractor 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. University may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If Contractor should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Vendor shall, in a timely manner and at no cost to University, 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.

6.03 STUDENT PRIVACY (FERPA) – SOFTWARE OR SERVICES CONTRACTS

In the course of providing services during the term of the Agreement, the Contractor may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that the Contractor has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. The Contractor agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law, Contractor shall not disclose or share education records with any third party unless permitted by the terms of the Agreement or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of the Contractor under this Agreement.

In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Contractor will immediately inform University of such request in writing if allowed by law or judicial and/or administrative order. The Contractor shall not provide direct access to such data or information

or respond to individual requests. The Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by University and shall only provide such data and information to University. It shall be University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should the Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, the Contractor shall provide immediate notification to University of its receipt of such court order or lawfully issued subpoena and shall immediately provide University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

If the Contractor experiences a security breach concerning any education record covered by this Agreement, then the Contractor will immediately notify the University and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at University's discretion, result in cancellation of further consideration for contract award and the eligibility for the Contractor to receive any information from University for a period of not less than five (5) years. In addition, the Contractor agrees to indemnify and hold the University harmless for any loss, cost, damage or expense suffered by University, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

Upon termination of Agreement, the Contractor shall return and/or destroy all data or information received from University upon, and in accordance with, direction from University. The Contractor shall not retain copies of any data or information received from University once University has directed the Contractor as to how such information shall be returned to University and/or destroyed. Furthermore, the Contractor shall ensure that they dispose of any and all data or information received from University in a University-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

In WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CONTRACTOR:	TEXAS A&M UNIVERSITY-COMMERCE:
By: Brian Walker *Signature*	By: _____ *Signature*
Name: Brian Walker *Printed/Typed Name*	Name: Travis Ball
Title: President	Title: Chief Procurement Officer
Date: June 23, 2021	Date: June 24, 2021