

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the Tenable Statement of Work and Tenable Master Agreement (collectively, the “Agreement”) between Texas A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“Texas A&M”), and Tenable Public Sector LLC, a Maryland Limited Liability Company, (“Tenable”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. Texas A&M and Tenable 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. For clarification, Texas A&M is entering into this Agreement as a member of The Texas A&M University System, and an agency of the State of Texas.
3. For clarification, the term “Partner” as defined in the Statement of Work refers to Texas A&M. The parties acknowledge that the use of the term ‘Partner’ is for convenience only and does not create or imply any partnership or joint venture between them.
4. For clarification, the term “Customer” as defined in the Tenable Master Agreement refers to Texas A&M.
5. The following language is added to the Agreement:

MISCELLANEOUS CLAUSES

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

Data Privacy. Tenable shall hold Texas A&M’s data in confidence. Tenable shall only use or disclose Texas A&M’s data for the purpose of fulfilling Tenable’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by Texas A&M. Tenable shall restrict disclosure of the Texas A&M’s data solely to those employees, subcontractors or agents of Tenable that have a need to access the Texas A&M’s data in order for Tenable to perform its obligations under this Agreement. Tenable shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Tenable in this Agreement.

Tenable shall, within two (2) days of discovery, report to Texas A&M any use or disclosure of Texas A&M’s data not authorized by this Agreement or in writing by Texas A&M. Tenable’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Texas A&M data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Tenable has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Tenable has taken or will take to prevent future similar unauthorized use or disclosure. Tenable shall provide such other information, including a written report, as reasonably requested by Texas A&M.

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

Within thirty (30) days of the expiration or termination of this Agreement, Tenable, as directed by Texas A&M, shall return all Texas A&M data to Texas A&M in its possession (or in the possession of any of its subcontractors or agents) or delete all such Texas A&M data if return is not feasible. Tenable shall provide Texas A&M with at least ten (10) days' written notice of Tenable's intent to delete such Texas A&M data, and shall confirm such deletion in writing.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof 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.

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).

Indemnification. Subject to the statutory duties of the Texas Attorney General, Tenable shall indemnify, defend and hold harmless Texas A&M, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by Tenable under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Tenable's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Tenable or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

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 Tenable's service to Texas A&M. Except as specifically required under the terms of this Agreement, Tenable (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or A&M System. As an independent contractor, Tenable is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Tenable and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of Texas A&M and A&M System, including those applicable to conduct on its premises.

No Impediments. Tenable represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Tenable's performance of the Services.

Non-Assignment. Tenable shall neither assign its rights nor delegate its duties under this Agreement

without the prior written consent of Texas A&M. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. Texas A&M and Tenable can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Office of Safety & Security
6000 TAMU
College Station, TX 77843
Attention: Kyle M. Levenick
Telephone: 979-458-6232
Email: klevenick@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Email: contracts@tamu.edu

Tenable:

Tenable Public Sector LLC
1806 Turnmill St.
San Antonio, TX 78248
Attention: Traci Thurwalker
Telephone: 281-543-9241
Email: traci@solidborder.com

Organization. If Tenable is a business entity, Tenable 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 Tenable has been duly authorized to act for and bind Tenable. Upon Texas A&M's request, Tenable shall promptly deliver to Tenable (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or

organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Tenable for reason not attributable to Texas A&M or if canceled and/or terminated by Texas A&M for default of performance by Tenable, then within thirty (30) days after cancellation and/or termination, Tenable will reimburse Texas A&M for all advance payments paid by Texas A&M to Tenable that were (i) not earned by Tenable prior to cancellation and/or termination, or (ii) for goods or services that the Texas A&M did not receive from Tenable prior to cancellation and/or termination.

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.

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

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

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. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, Tenable shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of Texas A&M's data (the "Security Controls"). Upon written request by Texas A&M, Tenable shall provide Texas A&M with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

Conflict of Interest. Tenable certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of Texas A&M or A&M System, has a direct or indirect financial interest in Tenable or in the transaction that is the subject of this Agreement.

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*, Tenable 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.

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 Texas A&M and Tenable to attempt to resolve any claim for breach of contract made by Tenable that cannot be resolved in the ordinary course of business. Tenable shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Tenable's claim and any counterclaim and negotiate with Tenable in an effort to resolve the claim. This provision and nothing in this Agreement waives Texas A&M's sovereign immunity to suit or liability, and Texas A&M has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that Tenable is providing goods to Texas A&M under this Agreement, Tenable represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. Tenable represents and warrants that Tenable is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Tenable acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of Texas A&M or the A&M System. If this Agreement is terminated due to a false certification, Tenable will immediately reimburse Texas A&M for all prepaid costs.

Export Control. 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. Tenable 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.

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

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties,

and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Texas A&M to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Texas A&M'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 Texas A&M except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Texas A&M nor any other conduct, action, or inaction of any representative of Texas A&M relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M's or the state's sovereign immunity.

Loss of Funding. Performance by Texas A&M 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, Texas A&M will issue written notice to Tenable and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Tenable acknowledges that appropriation of funds is beyond the control of Texas A&M. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to Tenable for any damages that are caused or associated with such termination or cancellation.

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

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Tenable agrees that any payments owing to Tenable under this Agreement may be applied directly toward certain debts or delinquencies that Tenable 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.

Prior Employment. Tenable acknowledges that Section 2252.901, *Texas Government Code*, prohibits Texas A&M 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 Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement. If Tenable is an individual, by signing this Agreement, Tenable represents and warrants that it is not a former or retired employee of Texas A&M that was employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Tenable certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Tenable acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. Texas A&M will make payment on a properly prepared and submitted invoice 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.

Public Information. Tenable acknowledges that Texas A&M 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 Texas A&M’s written request, and at no cost to Texas A&M, Tenable will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Texas A&M in a non-proprietary format acceptable to Texas A&M that is accessible by the public. Tenable acknowledges that Texas A&M 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 Tenable agrees that this Agreement can be terminated if Tenable knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor’s Office. Tenable 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*. Tenable agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Tenable will include this provision in all contracts with permitted subcontractors.

Tax Exempt. As an agency of the State of Texas, Texas A&M is tax exempt. Tax exemption certification will be furnished to Tenable upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

TEXAS A&M UNIVERSITY

TENABLE PUBLIC SECTOR LLC

Signature

Signature

Name

Name

Title

Title

Date

Date

Revised Purchase Order



Sales Tax Exemption

East Texas A&M University 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 East Texas A&M University.

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. | Revision Date |
| Nov 7, 2025 | AB1091991 | 1 | Nov 7, 2025 |
| 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 | |
| jng - Gossett, Jessica | JESSICA.GOSSETT@TAMUC.EDU | 903.886.5220 | |
| Customer Contact: | | | |
| Name: | | Mallory Dennie | |
| Email: | | MALLORY.DENNIE@ETAMU.EDU | |
| Phone: | | +1 903-886-5421 | |

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 East Texas A&M University's Purchasing Department prior to shipping.

| Supplier Information | | Delivery Information | |
|-----------------------------|--|-----------------------------|-----------------------------------|
| Supplier Name | SOLID BORDER INC | Delivery Address | |
| Address | 1806 TURNMILL SAN ANTONIO, Texas 78248-1220 United States | TAMUS Member: | 21-East Texas A&M University (21) |
| Phone | +1 800-213-8175 ext. 82 | Attn: | Mallory Dennie |
| Fax | +1 800-887-9974 | VPIO | |
| FOB / FREIGHT | Destination | Room | BA 132 |
| Pre-Pay & Add | Yes | 2600 S Neal St | |
| Payment Terms | 0, Net 30 | Commerce, TX 75428 | |
| Contract Number - Header | DIR-CPO-4850 | United States | |
| Contract Number - Line | <i>no value</i> | Delivery Information | |
| Quote number | 6008226 | Required Delivery Date | |
| | | Ship Via | Best Carrier-Best Way |

Notes to Supplier

Shipping Instructions

Attachments for supplier

6008226.pdf

PO Clauses

| Header | ID | Description | Details |
|--------|-----|-------------------------------------|--|
| | 001 | No Collect Freight Charges Accepted | Neither COD nor "Collect" freight or handling charges will be accepted. |
| | 245 | Prepay & Add | Shipping and Handling is not to exceed \$100. If greater than \$100 obtain approval from customer contact listed on the purchase order." |
| | 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 East Texas A&M University 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. |

| Line No. | Product Description | Catalog No. | Size / Packaging | Unit Price | Quantity | Ext. Price |
|----------|---|--------------------|------------------|------------|-----------------------|------------------|
| 1 of 3 | Sophos Central Intercept X Advanced with XDR, 1 YearRenewal, Agreement Number: L0003327552Support to run 11/17/2025 through 11/16/2026 | CIXXDU12AIREA A | EA | 27.95 USD | 2,965 EA | 82,871.75 USD |
| 2 of 3 | Sophos Central Intercept X Advanced for Server with XDR, 1Year Renewal, Agreement Number: L0002018007Support to run 11/17/2025 through 11/16/2026 | CIXXDS12BGREA A | EA | 63.32 USD | 335 EA | 21,212.20 USD |
| 3 of 3 | Sophos Central Device Encryption, 1 Year Renewal,Agreement Number: D589316165Support to run 11/16/2025 through 11/15/2026 | CDEAAU13AIREA A | EA | 4.62 USD | 2,965 EA | 13,698.30 USD |
| Total | | | | | 117,782.25 USD | |

Billing Information

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@tamuc.edu. Invoice must include the PO/Reference number shown above.

Billing Address

East Texas A&M University
 Do Not Mail Invoices
 Email invoices to invoices@etamu.edu
 PO Box 3011
 Commerce, TX 75429
 United States