



CPC SERVICES AGREEMENT

This CPC Services Agreement dated December 15, 2025 ("**Agreement**"), is made by and between ZipRecruiter, Inc. ("**ZipRecruiter**") and Prairie View A&M University ("**Client**") (collectively, the "**Parties**" and individually, a "**Party**").

WHEREAS, the Parties desire to enter into the arrangement described in Section 1 below, subject to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Services.** From time-to-time Client will provide job advertisements ("**Job Advertisement(s)**") to ZipRecruiter for distribution via ZipRecruiter distribution channels, including, but not limited to, websites and mobile applications hosted by ZipRecruiter and job posting and distribution services operated by third parties, and may include job alerts to job seekers (collectively, the "**Distribution Channels**").
2. **Compensation; Payment Terms.**
 - (a) **Compensation.** Client shall pay ZipRecruiter for its job distribution services in an amount up to a monthly budget as described in Paragraph 2(a)(i) below ("**Budget**"), accrued and payable on the basis of clicks on hypertext links in Job Advertisements ("**Clicks**") charged at a cost-per-click rate ("**CPC Rate**") determined from time to time by ZipRecruiter in its discretion as it deems appropriate to optimize the performance of the Job Advertisements. If the Budget is achieved in any month, Clicks to Client will be paused unless the Budget is increased at the mutual agreement of the Parties via email or application programming interface ("**API**"). ZipRecruiter reserves the right, but not the obligation, to provide Client with a conversion tracking pixel or JavaScript snippet to track Clicks. Client agrees to place the pixel or JavaScript snippet as directed by ZipRecruiter. Reporting and billing will be based on the Clicks-number as shown by ZipRecruiter tracking. If Client and ZipRecruiter encounter under or over-reporting, the Parties agree to cooperate in good faith to resolve such discrepancies.
 - (i) **Initial Period.** During the Initial Period, the initial monthly Budget shall be USD\$6,170.00.
 - (b) **Payment.** ZipRecruiter will invoice Client the monthly Budget reflecting actual spend for the month in question ("**ZipRecruiter Fee**") on a monthly basis and payment will be due within thirty (30) days of the invoice date. Overdue payments will accrue interest at a rate of 1.5% per month from the due date until paid and Client will pay any costs of collection (including reasonable attorney fees). If Client wishes to add additional services or features during the Term ("**Additional Services**"), Client will be invoiced separately for such Additional Services at the then-existing cost, but the use of such services will be governed by the terms of this Agreement and any amendments thereto, as applicable. ZipRecruiter will invoice the Client for applicable fees for the Additional Services and Client agrees to pay all sums within 30 days of invoicing. The ZipRecruiter Fees stated in this Agreement and on the ZipRecruiter website are exclusive of sales tax. If, at any time during the term of the Agreement or following expiration or termination of the Agreement, ZipRecruiter (or a taxing authority) determines that Client is or was subject to sales tax for any Services and/or Additional Services, Client will be invoiced for the amount pertaining to the sales tax and agrees to pay ZipRecruiter such amount within thirty (30) days of invoicing or if Client has a credit card on file, Client consents to ZipRecruiter charging any unpaid sales tax to the credit card. In the event of overdue or late payments, Client agrees that ZipRecruiter may: (i) immediately suspend or terminate the Agreement without notice, and that Client will remain liable for all sums owed irrespective of any suspension or termination; and/or (ii) charge Client's credit card on file with ZipRecruiter for all outstanding fees, sales tax (if applicable), interest (for late payments) and any other sums that are due and unpaid.
3. **Term & Termination.** This Agreement will commence on the Effective Date (defined below) and will continue for an initial period of three (3) months ("**Initial Period**" or "**Term**"). ZipRecruiter may suspend the services hereunder in the event of any breach or threatened breach of this Agreement. Notwithstanding termination of this Agreement, the rights and obligations under this Agreement, which by their nature should survive, will remain in effect after termination; these include, but are not limited to, Sections 2, 3, 6, 7, 8, 9, 10, and 11.
4. **Location of Client End Users; Data Processing.** Client shall provide to ZipRecruiter only Job Advertisements targeted at end users ("**Client End Users**") located in the United States or Canada ("**Target Jurisdictions**"). If Client will provide Job Advertisements targeted at any jurisdiction other than the Target Jurisdictions, the Parties shall execute an amendment to this Agreement before ZipRecruiter provides any such services. Client shall provide ZipRecruiter with Personal Data relating to only to Client End Users located in the Target Jurisdictions. The Parties acknowledge and agree that the Marketplace Services Privacy and Security Addendum, available at www.ziprecruiter.global/en/marketplace-privacy-addendum (as modified from time to time, "**Privacy Addendum**") will apply to the provision and use of the services to the extent that ZipRecruiter processes Personal Data, as such term is defined in the Privacy Addendum.
5. **Representations.**



- (a) Each Party represents and warrants that (i) it has the legal power and authority to enter this Agreement, and (ii) it will comply with all relevant laws, regulations, and industry standards in the conduct of its actions regarding the subject-matter of this Agreement and their respective businesses.
- (b) Client represents and warrants that (i) the content of Job Advertisements (whether owned by Client or Client's clients), will comply with advertising standards and applicable laws; (ii) Client holds the necessary rights to permit the publication and use of Job Advertisements by ZipRecruiter pursuant to this Agreement; and (iii) the use, reproduction, distribution or transmission of Job Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, trade mark, or other proprietary right, false advertising, defamation, any other right of any person or entity. Client accepts that ZipRecruiter acts as a passive conduit for the online distribution and publication of third-party generated content, including, without limitation, Job Advertisements, and has no obligation to screen the content of such advertisements. Client is solely responsible for any liability arising out of publication of Job Advertisements or material to which users can link through such advertisements. Notwithstanding the foregoing, ZipRecruiter reserves the right to remove from its websites and/or not distribute any Job Advertisement, which is fake or infringing, and/or which does not comply with applicable laws and/or the Website Terms referenced in Section 10 of the Agreement to the extent ZipRecruiter is made aware of such non-compliance, or if ZipRecruiter determines in its reasonable discretion that any particular Job Advertisement should not be distributed. Client further warrants that it has the authority to grant permission to ZipRecruiter to wrap or collect Job Advertisements from applicable websites if necessary, to include in distributions and any such wrapping will not cause ZipRecruiter to violate the rights of any third party.

6. License Grant.

- (a) Client expressly grants to ZipRecruiter a perpetual, royalty-free, transferable, non-exclusive, worldwide license during the Term (subject to Section 6 (d)), to use, reproduce, adapt, publicly display Job Advertisements pursuant to this Agreement.
- (b) Pursuant to this Agreement and if included in Job Advertisements, Client grants to ZipRecruiter, a non-exclusive, worldwide, fully paid up, royalty-free license to use and display relevant trademarks, logos, and other content, owned by Client or its licensors.
- (c) ZipRecruiter may sublicense the rights granted in Sections 6 (a) and 6 (b) to third parties in the Distribution Channels.
- (d) Client agrees that ZipRecruiter has no obligation, and may be unable, to remove Job Advertisements once they have been (i) distributed in the Distribution Channels, (ii) listed in search engine results, or (iii) incorporated into fixed media displays of ZipRecruiter or a Distribution Channel entity, and in each case (i) to (iii) above, the license grant from Client in Sections 6 (a), 6 (b), and 6 (c), above will be perpetual and irrevocable for such uses.

7. Limitation of Liability.

- (a) TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, IN NO EVENT SHALL EITHER PARTY OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, OR EMPLOYEES (COLLECTIVELY, "RELATED PARTIES") BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ITS RELATED PARTIES OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- (b) TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, IN NO EVENT SHALL ZIPRECRUITER'S AGGREGATE LIABILITY TO CLIENT, ANY MEMBER OR ANY CLIENT-RELATED PARTIES OR MEMBER-RELATED PARTIES FOR ANY CAUSES OF ACTION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, RELATING TO, ARISING FROM OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, EXCEED THE AMOUNT PAID OR PAYABLE TO ZIPRECRUITER FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIMS.
- (c) NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS WILL NOT APPLY TO LIABILITY ARISING OUT OF EITHER PARTY'S (A) OBLIGATIONS UNDER THE AGREEMENT TO INDEMNIFY THE OTHER PARTY, AND (B) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

- 8. **Disclaimer of Warranties.** THE ZIPRECRUITER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND AT CLIENT'S OPTION AND RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ZIPRECRUITER SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ZIPRECRUITER DOES NOT GUARANTEE ANY RESULTS FROM USING THE ZIPRECRUITER SERVICES. WITHOUT LIMITING THE FOREGOING, ZIPRECRUITER, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT ANY CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE ZIPRECRUITER SERVICES WILL MEET CLIENT'S REQUIREMENTS; THAT THE ZIPRECRUITER SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE ZIPRECRUITER SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.



9. [Removed]

10. **Website Terms.** This Agreement incorporates the then-current online Terms of Use Agreement, the current version of which is located at <https://www.ziprecruiter.com/terms> (“**Terms of Use**”) and the-current Job Posting Rules, the current version of which is located at <https://www.ziprecruiter.com/job-rules> (the, “**Job Posting Rules**” and collectively with the Terms of Use, the “**Website Terms**”). The content of Job Advertisements shall adhere to the Website Terms in addition to the terms of this Agreement. In the event of any express conflict between the Website Terms and this Agreement, the conflicting provision of this Agreement shall control.

11. **Miscellaneous**

- (a) **Notices and Requests.** Unless otherwise expressly provided herein, any notice required by this Agreement or given in connection with it, shall be in writing and shall be deemed delivered to the Party receiving such communication (i) on the delivery date if delivered personally to the Party; (ii) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (iii) five business days after the mailing date, if sent by first class US mail, postage prepaid, return receipt requested; or (iv) on the delivery date if transmitted by confirmed email. Notices shall be addressed to the following contacts, address, or email address or such other addresses or email address as either Party may designate in writing to the other in accordance with this sub-section:

If to ZipRecruiter: ZipRecruiter, Inc. 3000 Ocean Park Blvd, Suite 3000, Santa Monica, CA 90405 Attn: Business Affairs Email: businessaffairs@ziprecruiter.com	If to Client: Prairie View A&M University 700 University Drive, Prairie View, TX 77446 Attn: Marie Johnson Email: amjohnson@pvamu.edu
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- (b) **Assignment, Successors and Assigns.** Neither Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be void. Subject to the foregoing, this Agreement shall benefit and bind the permitted successors and assigns of the Parties.
- (c) **Force Majeure.** Neither Party to this Agreement will be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, flood, war, riot, embargo, organized labor stoppage, earthquake, acts of civil and military authorities, or any other acts beyond its reasonable control; provided, however, that the Party suffering such delay notifies the other Party of the delay as soon as is reasonably practicable.
- (d) **Independent Contractor.** The Parties to this Agreement are independent contractors, and this Agreement shall not be construed to create a partnership, joint venture, employment or other agent relationship between the Parties. Each Party shall be solely responsible to compensate any employees, agents or representatives employed or engaged by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement.
- (e) **Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
- (f) **Waiver.** No failure by either Party to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by either Party preclude any other or future exercise of that right or any other right hereunder by that Party.
- (g) **Governing Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of law principles.
- (h) **Execution, Counterparts and Digital/PDF Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by any Party by delivery of a digital signature, or a signature in “PDF” format, which signature shall have the same force and effect as an original signature. Each Party agrees to execute such further instruments, documents and agreements as may be reasonably requested by the other Party to carry out the provisions of this Agreement.
- (i) **Export Compliance.** In connection with Client’s receipt of services under this Agreement (the “**Subject Services**”), Client agrees to comply with applicable U.S. Government export laws, regulations and requirements, including those administered by the U.S. Commerce Department’s Bureau of Industry and Security (BIS) and the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC). Client further certifies that it will not, in connection with the Subject Services, export, re-export or transfer any software that may be subject to such laws, regulations and requirements, to any location, or to any end-user, or for any end-use, without first obtaining any export license, permit or other approval that may be required from the U.S. Government. Without limiting the foregoing, Client specifically agrees that it will not, in connection with the Subject Services, export, re-export or transfer any software subject to U.S. Government export laws (1) to any sanctioned country under U.S. export control laws, including Cuba, Iran, North Korea, Syria and the Crimea Region of Ukraine (2) to any individual or entity listed on a denied party list maintained by the U.S. Government, including those administered by BIS and OFAC (3) to any Military End User as defined by BIS and (4) for any end-use restricted by the U.S. Government, including military end-uses and end-uses related to the development, production or use of nuclear, chemical or biological weapons or missiles.
- (j) **Entire Agreement.** This Agreement together with PVAMU Contract Addendum separately signed by the Parties, the then-current version of the Job Posting Rules and Terms of Use, constitute the entire agreement between ZipRecruiter and Client concerning the



subject matter hereof, and supersede all prior and contemporaneous agreements, proposals, oral or written, and all other communications between the Parties with respect to the subject matter hereof. No Party is relying upon any warranties, representations, or inducements not set forth herein. No term or condition of this Agreement may be amended, changed, modified or waived except in a writing signed by both ZipRecruiter and Client, which expressly refers to this Agreement and specifically states the term or condition to be amended, changed, modified or waived.

WITNESS WHEREOF, the Parties by their duly authorized representatives, have executed this Agreement as of the date(s) set forth below, the latter of which shall be the effective date of this Agreement (“Effective Date”).

Prairie View A&M University	ZipRecruiter, Inc.
By: <u>Robert Hall</u>	By: <u>Kasra Shafiee</u>
Name: <u>Robert Hall</u>	Name: <u>Kasra Shafiee</u>
Title: <u>Director, Procurement and Contract Admin</u>	Title: <u>Senior Corporate Counsel</u>
Date: <u>12/14/2025 4:42 PM CST</u>	Date: <u>12/12/2025 12:09 PM PST</u>

Job Posting Rules

In order to provide a positive experience for all parties that use the ZipRecruiter services, job posters must adhere to these Job Posting Rules ("**Rules**") when providing job content, in any representation of employment opportunities, and throughout the application process. Where these Rules are not followed, we may remove or reduce the visibility of a job advertisement, employment opportunity, or application process (each, a "**Job Posting**") or suspend or terminate the job poster's account without a refund of any fees paid.

Just Jobs

ZipRecruiter is a platform dedicated to provide Job Postings for paid positions and should not be used to post:

- Multi-level marketing opportunities
- Unpaid internships or any other unpaid roles
- Any arrangement that does not represent an employment opportunity
- Casting calls, auditions for modeling, acting and/or talent management services
- Survey collections, opinion participants, focus groups, etc.
- Franchise/business opportunities

Job Transparency

We expect job posters on our platform to have transparent and accurate information within their advertisements, and through their entire candidate onboarding process, including, but not limited to, the job poster's obligations to ensure that:

- All elements of job content and communication with candidates accurately reflect the opportunity offered
- Each Job Posting represents a real and current job opening
- Job content uses industry standard language so that candidates qualified for the opportunity would understand the responsibilities, qualifications, and compensation

- Job seekers should never be required to register or create an account in order to view the job description
- Job posters should never require the job seeker to pay any fees directly to the employer
- Job posters should never include content, or links to content, that is illegal, offensive, obscene, threatening, exploitative, violent, or inappropriate for any other reason
- Job posters should never include any personal information in the job description or as part of the instructions for submitting the application
- Job posters should never promote or advertise products or services
- Job posters should never include keywords irrelevant to the job in the job title or job description
- Job posters should never require the job seeker to submit a photo or video as part of the application
- Job posters should ensure that all job content is authorized for posting on ZipRecruiter by the appropriate trademark or copyright owner

Job Poster's Responsibility

It is the responsibility of the job poster to make sure that the content of its Job Posting does not violate applicable laws. At a minimum, the job poster must ensure that all of its Job Postings:

- Comply with applicable local, state, federal and international laws, including but not limited to laws relating to anti-discrimination, labor and employment, equal employment opportunity and employment eligibility requirements, posting salary ranges, data privacy, data access and use, defamation, consumer protection, and intellectual property and laws requiring that Job Postings appear in a certain language other than English
- Not contain any job requirement or criterion that discriminates on the basis of race, sex (including gender identity, sexual orientation and pregnancy), age, physical or mental disability, religion, national origin, citizenship, military or veteran status, genetic information or any other characteristic protected by applicable law
- Not prohibit applications from persons with criminal convictions, criminal records, and/or felonies, unless such criterion is a legally permissible and legitimate

with applicable law, legal order, or government contract

- Not include any screening requirement or criterion where such requirement or criterion is not an actual, legitimate, and lawful requirement of the job
- Not contain content, or links to content, that exploits people in a sexual, violent, or other manner, or solicits personal information from anyone under the age of 16
- Not contain a role located in any country subject to sanctions imposed by the governments of the United States or the United Kingdom

Additional Information

Some Job Postings may be subject to review; provided, that ZipRecruiter is under no obligation to review any Job Postings. Job posters may be required to revise their Job Postings to comply with these Job Posting Rules or to provide additional information to allow potential applicants to clearly understand the nature and scope of the posting. For more information on the removal of advertisements or account termination, please visit our [Global Terms of Use Agreement](#).

Please visit these Job Posting Rules from time to time as the rules or standards may change. You can tell when they were last revised by the date posted below.

Last updated: July 15, 2022

Your privacy is our priority. Learn more:

Your Privacy Choices [\(213\)](#)

[Privacy](#) | [Ca Privacy](#) | [Terms](#) | [Posting Rules](#) | [Cookie Policy](#) | [Transparency Report](#) | [Attribution](#) | [Corp Responsibility](#)

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ZipRecruiter, Inc.
3000 Ocean Park Blvd, Suite 3000, Santa Monica, CA 90405 U.S.A.

Insertion Order

Date Prepared: August 13, 2025

Payment Terms: Net 30

Billing Procedure: Monthly invoice

Billing Currency: USD

Client Information

Client Legal Name: Prairie View A&M University

Client Billing Address: 700 University Drive, Prairie View, Texas 77446

Authorized Signatory Email: amjohnson@pvamu.edu

Insertion Order Summary

Insertion Order Type: CPC & Resume Database

Start Date: The date that Client’s first Job Advertisement hereunder goes live on the Services

Term (subject to renewal as specified in the Performance Terms): 3 months

CPC Campaign Summary

Monthly Budget: \$6,170.00

Total Budget: \$18,510.00

Additional Terms: N/A

Resume Database Terms

Full Monthly Resume Database Views: N/A

Resume Database Authorized Users: N/A

Monthly Resume Database Fee: N/A

Prairie View A&M University	ZipRecruiter, Inc.
By: <u>Robert Hall</u>	By: <u>Kasra Shafiee</u>
Name: <u>Robert Hall</u>	Name: <u>Kasra Shafiee</u>
Title: <u>Director, Procurement and Contract Admin</u>	Title: <u>Senior Corporate Counsel</u>
Date: <u>12/14/2025 4:42 PM CST</u>	Date: <u>12/12/2025 12:09 PM PST</u>



This Insertion Order is subject to the Performance Terms found at www.ziprecruiter.com/performance-terms (“Performance Terms”) and the Marketplace Services Privacy and Security Addendum found at www.ziprecruiter.global/en/marketplace-privacy-addendum (“Privacy Addendum”). Any capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Performance Terms.

**VENDOR CONTRACT ADDENDUM
BETWEEN
PRAIRIE VIEW A&M UNIVERSITY
&
ZIPRECRUITER**

This “Addendum” amends and supplements the separate agreement (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas (“PVAMU”) and ZipRecruiter, Inc., a Delaware Corporation, with offices at 3000 Ocean Park Blvd., #3000, Santa Monica, CA 90405, Santa Monica, CA 90405, (“ZipRecruiter”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and ZipRecruiter 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 Agreement shall in all aspects govern and control.
2. The following language is added to the Agreement:

State Auditor’s Office. ZipRecruiter 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*. ZipRecruiter agrees to cooperate with the Auditor in the conduct of the audit or investigation, including, without limitation, providing all records requested. Any such audits shall be conducted no more than once annually, and may be via documentation only.

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

Public Information. ZipRecruiter acknowledges that PVAMU 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 PVAMU's written request, and at no cost to PVAMU, ZipRecruiter will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. ZipRecruiter acknowledges that PVAMU 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 ZipRecruiter agrees that this Agreement can be terminated if ZipRecruiter 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 PVAMU and ZipRecruiter to attempt to resolve any claim for breach of contract made by ZipRecruiter that cannot be resolved in the ordinary course of business. ZipRecruiter shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine ZipRecruiter's claim and any counterclaim and negotiate with ZipRecruiter in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

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. ZipRecruiter 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 Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

PVAMU is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by ZipRecruiter that ZipRecruiter will not export data or commodities to certain countries without advance approval of that agency. PVAMU neither represents that a license will not be required nor that, if required, it will be issued. ZipRecruiter shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. ZipRecruiter 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 List (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Insurance. ZipRecruiter agrees to keep insurance coverages as set forth in our COI (attached as an exhibit) for the length of the term of the contract.

Franchise Tax Certification. If ZipRecruiter is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then ZipRecruiter certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that ZipRecruiter 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*, ZipRecruiter 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. ZipRecruiter represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. ZipRecruiter acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

ZipRecruiter represents and warrants that ZipRecruiter is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) 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 d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. ZipRecruiter 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 A&M System. If this Agreement is terminated due to a false certification, ZipRecruiter will immediately reimburse PVAMU for all prepaid costs.

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

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

Not Eligible for Rehire. ZipRecruiter is responsible for ensuring that its employees involved in any work being performed for PVAMU 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 PVAMU becomes aware that ZipRecruiter has a NEFR Employee involved in any work being performed under this Agreement, PVAMU 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 PVAMU.

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.

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

Non-Assignment. ZipRecruiter shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU.

Representations & Warranties. If ZipRecruiter is a business entity, ZipRecruiter 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 ZipRecruiter has been duly authorized to act for and bind ZipRecruiter.

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. PVAMU and ZipRecruiter can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Cooperative Extension Program
250 E M Norris St
Prairie View, TX 77445
Attention: Towanna Robinson
Telephone: 936.261.5168
Email: tdrobinson@pvamu.edu

ZipRecruiter:

ZipRecruiter, Inc.
3000 Ocean Park Blvd, #3000, CA 90405 Santa
Monica, CA 90401
Attention: Business
Affairs
Email: businessaffairs@ziprecruiter.com

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 PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

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

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

Certification pursuant to Executive Order GA-48. Hardening of State Government, PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) 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 d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is grounds for immediate termination of any resulting contract or purchase order with no further obligation on the part of A&M System.”

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY		ZIPRECRUITER, INC.	
<i>Robert Hall</i>		<i>Kasra Shafiee</i>	
Signature		Signature	
Robert Hall		Kasra Shafiee	
Name		Name	
Director, Procurement and Contract Admin		Senior Corporate Counsel	
Title		Title	
12/14/2025 4:42 PM CST		12/12/2025 12:09 PM PST	
Date		Date	

