



INSTRON SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) describes important rights and obligations governing your use of the computer software purchased from Instron, a division of Illinois Tool Works Inc. (“Instron”), or under the Instron name and related documentation (the “Software”), which you should read carefully. By accessing or using the Software, you agree to the terms of this Agreement. If you are accepting these terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to the terms of this Agreement. If you do not agree with the terms of this Agreement, do not use the Software.

1. **LICENSE:** You are granted by Instron a non-exclusive, non-transferable (except as provided herein), non-sublicensable, limited license to use the Software in your own business, only installed upon a single computer used with your Instron testing machine (the “Machine”), for the purpose of operating, viewing and/or monitoring your Machine.

Notwithstanding the foregoing, solely for Bluehill® Central Software, you are granted by Instron a non-exclusive, non-transferable (except as provided herein), non-sublicensable, limited license to use the Bluehill® Central Software in your own business, only installed upon a single server and to have a number of users concurrently use the Bluehill® Central Software on that aggregate number of computers using Bluehill® Central Client Software or virtual machines, at any one time, that is equal to or less than the number of licenses of the Bluehill® Central Software purchased by you.

The Software may be used only (i) by your employees and contractors working for you, (ii) on computers or virtual machines that are owned or controlled by you, and (iii) for your own internal business purposes.

2. **LIMITATIONS; RESTRICTIONS:** You have no right to use the Software except for the purpose stated above. You have no right to reproduce the Software except for backup or archive purposes and no right to distribute the Software. Except as otherwise provided herein, you may not use the Software on more than one item of computer equipment or permit use by more than one user at one time, including any such use on multiple items of equipment associated in a network or similar configuration.

3. **CUSTOMER DATA:** As between you and Instron, all data submitted through the Software and/or in the course of using the Software (“Customer Data”) is owned by you and shall be considered your confidential information. You grant Instron and its licensors a worldwide, non-exclusive, non-transferable (except in connection with assignment of this Agreement) right to store, access and use the Customer Data for the purpose of providing Software services. Customer Data may also be aggregated or anonymized by Instron and/or its licensors to improve its services, develop new services, show trends about general use of services.

4. **OWNERSHIP AND CONFIDENTIALITY:** Ownership of the Software and any related documentation, copies, modifications, and derivatives of the foregoing (in whole or in part), and all related copyright, patent, trade secret and other proprietary rights, are and will remain the exclusive property of Instron and/or its licensors. You shall not and shall not permit any third party to (i) disassemble, decompile or reverse engineer the Software or derive its algorithms from its use; (ii) modify or create derivative works of the Software; (iii) rent, lease, or loan the Software; (iv) use the Software for third-party training, to deliver software implementation or consulting services to any third parties, or for commercial time-sharing or service bureau use; (v) copy, download or reproduce the Software in whole or in part except as permitted in writing by Instron; or (vi) alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in any copies of the Software. All non-public information regarding the Software and its performance, including any analyses and benchmarking that you may perform, shall be deemed the confidential information of Instron and/or its licensors and you shall not disclose such information to any third party or use it for any purpose other than exercising your rights hereunder. You agree not to disclose or otherwise make available the Software to any person other than your employees who require such access in connection with the Machine, and shall establish reasonable security precautions to prevent unauthorized disclosure.

5. **TRANSFER:** You may transfer the Software to another party only if (i) it is transferred with the Machine upon which it was originally installed or accompanied upon delivery; (ii) such party agrees to all terms of this Agreement; (iii) you receive Instron’s consent; and (iv) you do not retain any copies of the Software. Any other attempted assignment, sublicense or other transfer of the license granted hereby shall be void.

6. **TERMINATION:** The license granted hereby shall terminate upon any failure on your part to comply with the terms hereof. Upon termination, you shall have no further right to use the Software and shall immediately return to Instron or irretrievably delete all copies of the Software in your possession and provide confirmation to Instron within thirty (30) days of deletion. Sections 3-11 shall survive termination of this Agreement.

7. **WARRANTY:** Software which is proprietary to Instron is warranted for a period of one (1) year from the date of shipment to function generally in accordance with its documentation, but such functioning is not warranted to be uninterrupted or error-free. Third party Software is warranted for the same period and to the same extent that our licensor has warranted to us. Instron does not warrant that the Software will be error free or that all errors can be remedied. EXCEPT AS EXPRESSLY PROVIDED HEREIN, INSTRON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIABILITY:** Instron’s sole liability, and your exclusive remedy, for matters relating to the Software shall be, at Instron’s sole discretion, the repair or replacement of any Software which fails to satisfy the warranty set forth above, or if Instron is not able to or determines it is not commercially feasible to repair or replace the Software within a reasonable period of time, termination of this Agreement and a refund of the amount specifically paid by you for the Software. By acceptance of the Software, you assume liability for any damages which may result from use or misuse of the Software by you or your employees, TO THE EXTENT PERMITTED BY TEXAS STATE LAW, INSTRON AND ITS LICENSORS SHALL HAVE NO LIABILITY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY MATTER RELATED TO THE SOFTWARE. IN PARTICULAR, WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT AS PROHIBITED BY LAW, INSTRON AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY INJURY TO PERSON OR PROPERTY, LOSS OF PROFITS, OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

9. **EXPORT; GOVERNMENT RESTRICTED RIGHTS:** You warrant and represent that neither you nor any of your users are listed on the U.S. Commerce Department’s Denied Persons List, Entity List, or Unverified List, the U.S. State Department’s Nonproliferation Sanctions List, or the U.S. Treasury Department’s List of Specially Designated Nationals and Blocked Persons or the Sectoral Sanctions Identifications (SSI) List. You shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, or provide access to, the Software without first complying with all U.S. and applicable foreign export control regulations, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce or other governmental authority. If you are a U.S. governmental entity, you agree that the Software is “commercial computer software” under the applicable federal acquisition regulations and are provided with the commercial license rights and restrictions described elsewhere herein.

10. **CHOICE OF LAW:** This Agreement and all acts and transactions pursuant hereto shall be construed and the legal relations between the parties hereto determined in accordance with the laws of the State of Texas, without regard to the conflict of laws rules thereof and without regard to the United Nations Convention on the International Sale of Goods.



Prepared for
 Sheena Reeves Ph.D.
 Prairie View A&M University
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FOR YOUR REFERENCE

Issue Date: September 15 2025
 Expires: 60 Days from Issue Date
 Proposal Number: Q-187866-5
 Instron Contact: Whitney Shaeffer
 Telephone: +1 781 575 5752
 Email: whitney_shaeffer@instron.com

5969U3804 & 5565AR2786

QUOTATION

| Item Number | Description | Quantity | Price |
|---|---|----------|-------------|
| 5969U3804 Frame: | | | |
| 2450-730 | Bluehill Universal Testing Software (Update or Upgrade) | 1 | |
| 2450-730A1 | English language option. | 1 | |
| 2450-730B5 | Bluehill Universal for existing Bluehill 3 license | 1 | US \$ 3,620 |
| 2450-730C3 | For 5900 and 5500A controller series. | 1 | |
| 2450-730DA | Test Method Suite - Application Module Suite for existing purchasers of the suite in previous versions of Bluehill LE, Bluehill 3 or Bluehill Universal (for B3, B5, B6, B7 options only) | 1 | |
| 2490-696 | Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems | 1 | |
| 2490-696B1 | 21.5 inch Touch Computer | 1 | US \$ 3,850 |
| 2490-696M4 | Operator Dashboard pedestal desk mount (freestanding). | 1 | US \$ 150 |
| <i>*Note: frame purchased with Debris Shield and Auto X (pedestal mount required)</i> | | | |
| 2490-696P1 | US and Canadian Power Cord Set (NEMA) | 1 | |
| 1450-055 | Onsite Software Introduction to Bluehill Fundamentals and Test Method Development. | 1 | US \$ 1,980 |
| 1405-710 | Instron Connect Agreement for New Systems or Software Upgrades/Updates | 1 | US \$ 410 |
| 1400-003 | Travel/Logistics Fee 3 for Tensile Service. | 1 | US \$ 780 |
| 5565AR2786 Frame: | | | |
| 2450-730 | Bluehill Universal Testing Software (Update or Upgrade) | 1 | |
| 2450-730A1 | English language option. | 1 | |
| 2450-730B5 | Bluehill Universal for existing Bluehill 3 license | 1 | US \$ 3,620 |



| Item Number | Description | Quantity | Price |
|---|---|----------|--------------|
| 2450-730C2 | For 5500 controller series (except 5548 Microtester). | 1 | |
| 2450-730DA | Test Method Suite - Application Module Suite for existing purchasers of the suite in previous versions of Bluehill LE, Bluehill 3 or Bluehill Universal (for B3, B5, B6, B7 options only) | 1 | |
| 2424-500 | Ethernet Frame Interface (EFI). | 1 | US \$ 1,360 |
| 2424-500N4 | For connection to the test machine only. | 1 | |
| 2424-500P1 | US and Canadian Power Cord Set (NEMA) | 1 | |
| 2490-696 | Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems | 1 | |
| 2490-696B1 | 21.5 inch Touch Computer | 1 | US \$ 3,850 |
| 2490-696H1 | Instron 5500/5500A Frame Handset (Productivity Panel) Extended Mount | 1 | US \$ 100 |
| 2490-696M2 | Operator Dashboard arm mounting for table model systems with extruded column covers and T-slots. | 1 | US \$ 930 |
| 2490-696P1 | US and Canadian Power Cord Set (NEMA) | 1 | |
| 1405-710 | Instron Connect Agreement for New Systems or Software Upgrades/Updates | 1 | US \$ 410 |
| <i>*NOTE: Travel/logistics cost already included with 5969 Frame, assuming install completed during the same service visit.</i> | | | |
| Total | | | US \$ 21,060 |
| Special University Multi Purchase Discount: | | | US \$ 2,581 |
| Discounted Total | | | US \$ 18,479 |

Lead Time: 1-2 weeks from acceptance of official order, subject to prior orders. This estimated lead time will be updated upon order entry.



ITEM DETAILS

5969U3804 Frame:

| | |
|------------|--|
| 2450-730 | <p>Bluehill Universal Testing Software (Update or Upgrade)</p> <p>Bluehill Universal is Instron's premier materials and components testing software package meeting the needs of a wide variety of applications including plastics, composites, metals, elastomers, biomedical, adhesives, textiles, components and others. Each application module provides the capability for tension, compression, flexure, stress-relaxation, creep, peel, tear and friction testing and test control based off of extension, load or strain. Also included is Instron's complete calculation library with hundreds of different calculations such as modulus and ultimate tensile strength, as well as user-defined calculations. Bluehill's one-of-a-kind report generator allows users to create customized report templates that can be linked with test methods and used to export test results via email or save as HTML, Word or PDF. Raw data and result export files are completely customizable for enhanced compatibility with Laboratory Information Management Systems. Changes to methods, samples, and report templates are logged in the file's revision history. Advanced options are available such as advanced test control, audit trail database and change approval, a networked database, and web camera recording.</p> <p>Windows 10 and Windows 11 (64 Bit only) operating systems, excluding Home editions.</p> <p>Note: Bluehill Central, Instron's networked lab management tool, is sold separately.</p> |
| 2450-730A1 | English language option. |
| 2450-730B5 | <p>Bluehill Universal for existing Bluehill 3 license</p> <p>Must choose one application module. Optionally choose one or more new advanced options. New media shipped.</p> <p>Please supply system ID.</p> |
| 2450-730C3 | For 5900 and 5500A controller series. |
| 2450-730DA | <p>Test Method Suite - Application Module Suite for existing purchasers of the suite in previous versions of Bluehill LE, Bluehill 3 or Bluehill Universal (for B3, B5, B6, B7 options only)</p> <p>Includes all applications modules 2450-730 D1 to D9.</p> <p>The Test Method Suite includes over 50 pre-configured test methods from all the applications modules.</p> |
| 2490-696 | <p>Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems</p> <p>Includes:</p> <ul style="list-style-type: none"> • Flat screen, industrially-rated touch monitor • Full support for Bluehill Universal Materials Testing software • Cables and connectors • Standard VESA 100 mm interface to allow use of third-party TV/monitor mountings if desired • 3 Year Warranty, voided if device is modified (i.e. disassembly, adding memory, applying a non-supplied Windows image). <p>Options:</p> <ul style="list-style-type: none"> - Computer type (B select) - Pedestal desk mount or T-slot mounted adjustable arm mount (M Select) - Integration with 5900 or 5500/5500A Handset (G1 or H1 select) |
| 2490-696B1 | <p>21.5 inch Touch Computer</p> <p>Includes Windows 11 Enterprise LTSC operating system, 2 Ethernet ports, 6 USB ports, 16 GB RAM, 256 GB SSD, and wireless network adapter.</p> <p>Must select Power Cord (P Select).</p> |
| 2490-696M4 | <p>Operator Dashboard pedestal desk mount (freestanding).</p> <p>For use where frame-mounted support arms cannot be used.</p> |



5969U3804 Frame:

- Adjustable for tilt
- 100 mm VESA mounting interface

**Note: frame purchased with Debris Shield and Auto X (pedestal mount required)*

2490-696P1 US and Canadian Power Cord Set (NEMA)

1450-055 Onsite Software Introduction to Bluehill Fundamentals and Test Method Development. This instruction level usually targets new Bluehill users or existing users with detailed applications needs, multiple test methods in use, and/or multiple operators using their systems. Introduction includes:

- Detailed onsite software operation and usage instruction for up to 3 operators
- Instruction covering Bluehill user experience features (touch elements, support and BH differences when applicable)
- Set-up of specimen parameters, test control parameter, report templates, results calculations setup for applications
- Development or conversion up to 5 Test Methods
- Overview of test method results and report
- Review of user's application needs
- Detailed testing of customer supplied specimens to validate/verify customer test methods and applications

If applicable, integration of Instron supplied all-in-one controller and dashboard, including mountings and loading of software, as well as review and activation of Instron Connect, remote service tool will be included. Customer-integrated images on Instron-supplied PCs and Dashboards requires the purchase of 3781-625.

Notes:

1. For additional test method development (more than 5 methods), please consider 1450-255 which provides an additional test method development.
2. This introduction does NOT include instruction for advanced software features like advanced strain products software elements, user-defined transducers, virtual measurements. Advanced Onsite Bluehill Consultancy (1450-057) covers those options and features.
3. On-Site introductions are not intended to replace formal training. Instron strongly recommends our Instron Training classes which can be delivered at your site, a regional training center or an Instron facility.

1405-710 Instron Connect Agreement for New Systems or Software Upgrades/Updates
Instron Connect includes a number of technologies that create a secure connection between the testing systems at your facility and Instron. Our problem-solving tools harness innovative technology to rapidly troubleshoot issues and answer your technical questions, increasing productivity, reducing risk and minimizing downtime.

Through the Instron Connect Software, Customer Portal, Mobile App and AR Support Tool, you can:

- Share your screen and system diagnostics data with Instron Technical Support
- Receive calibration and service agreement reminders through the Connect software
- Send priority requests for technical support, calibration or on-site service
- Download software updates
- Access calibration certificates and service history
- View your service agreement
- Self-diagnose and solve your system's issues with the InSkill AI troubleshooting tool and mobile app
- Receive remote visual support through the AR Support Tool, bringing Instron's technical support team's eyes into your lab

1400-003 Travel/Logistics Fee 3 for Tensile Service.



5565AR2786 Frame:

- 2450-730 Bluehill Universal Testing Software (Update or Upgrade)
 Bluehill Universal is Instron's premier materials and components testing software package meeting the needs of a wide variety of applications including plastics, composites, metals, elastomers, biomedical, adhesives, textiles, components and others. Each application module provides the capability for tension, compression, flexure, stress-relaxation, creep, peel, tear and friction testing and test control based off of extension, load or strain. Also included is Instron's complete calculation library with hundreds of different calculations such as modulus and ultimate tensile strength, as well as user-defined calculations. Bluehill's one-of-a-kind report generator allows users to create customized report templates that can be linked with test methods and used to export test results via email or save as HTML, Word or PDF. Raw data and result export files are completely customizable for enhanced compatibility with Laboratory Information Management Systems. Changes to methods, samples, and report templates are logged in the file's revision history. Advanced options are available such as advanced test control, audit trail database and change approval, a networked database, and web camera recording.
 Windows 10 and Windows 11 (64 Bit only) operating systems, excluding Home editions.
 Note: Bluehill Central, Instron's networked lab management tool, is sold separately.
- 2450-730A1 English language option.
- 2450-730B5 Bluehill Universal for existing Bluehill 3 license
 Must choose one application module. Optionally choose one or more new advanced options. New media shipped.
 Please supply system ID.
- 2450-730C2 For 5500 controller series (except 5548 Microtester).
 Includes Memory Upgrade OP565-47.
- 2450-730DA Test Method Suite - Application Module Suite for existing purchasers of the suite in previous versions of Bluehill LE, Bluehill 3 or Bluehill Universal (for B3, B5, B6, B7 options only)
 Includes all applications modules 2450-730 D1 to D9.
 The Test Method Suite includes over 50 pre-configured test methods from all the applications modules.
- 2424-500 Ethernet Frame Interface (EFI).
 - For 3300 and 5500 Series systems
 - Connects test machine to PC or Dashboard Ethernet port
- 2424-500N4 For connection to the test machine only.
 Data connection to a network requires an additional Ethernet port in the PC or Operator Dashboard
 Instron supplied PCs and 2490-696B1 Operator Dashboards include a second Ethernet port for network connectivity.
 Customer supplied PCs must meet minimum PC requirement defined in IMT-COMPUTER which specifies a second Ethernet port.
- 2424-500P1 US and Canadian Power Cord Set (NEMA)
- 2490-696 Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems
 Includes:
 - Flat screen, industrially-rated touch monitor
 - Full support for Bluehill Universal Materials Testing software
 - Cables and connectors
 - Standard VESA 100 mm interface to allow use of third-party TV/monitor mountings if desired
 - 3 Year Warranty, voided if device is modified (i.e. disassembly, adding memory, applying a non-supplied Windows image).



5565AR2786 Frame:

Options:

- Computer type (B select)
- Pedestal desk mount or T-slot mounted adjustable arm mount (M Select)
- Integration with 5900 or 5500/5500A Handset (G1 or H1 select)

2490-696B1 21.5 inch Touch Computer
Includes Windows 11 Enterprise LTSC operating system, 2 Ethernet ports, 6 USB ports, 16 GB RAM, 256 GB SSD, and wireless network adapter.

Must select Power Cord (P Select).

2490-696H1 Instron 5500/5500A Frame Handset (Productivity Panel) Extended Mount
Integrates handset with optional Operator Dashboard support arm.

For Instron 55XX EM systems that require monitor to be mounted on right side of frame next to 5500/5500A Handset: e.g. when AVE, SVE installed.

Requires compatible frame-mounted Operator Dashboard support arm option (2490-696M1/M2/M3)

2490-696M2 Operator Dashboard arm mounting for table model systems with extruded column covers and T-slots.
Features include:

- Height adjustable along column T-slot
- Rotation and tilt towards/away from operator
- Portrait/landscape orientation
- 100 mm VESA mounting interface

2490-696P1 US and Canadian Power Cord Set (NEMA)

1405-710 Instron Connect Agreement for New Systems or Software Upgrades/Updates
Instron Connect includes a number of technologies that create a secure connection between the testing systems at your facility and Instron. Our problem-solving tools harness innovative technology to rapidly troubleshoot issues and answer your technical questions, increasing productivity, reducing risk and minimizing downtime.

Through the Instron Connect Software, Customer Portal, Mobile App and AR Support Tool, you can:

- Share your screen and system diagnostics data with Instron Technical Support
- Receive calibration and service agreement reminders through the Connect software
- Send priority requests for technical support, calibration or on-site service
- Download software updates
- Access calibration certificates and service history
- View your service agreement
- Self-diagnose and solve your system's issues with the InSkill AI troubleshooting tool and mobile app
- Receive remote visual support through the AR Support Tool, bringing Instron's technical support team's eyes into your lab

**NOTE: Travel/logistics cost already included with 5969 Frame, assuming install completed during the same service visit.*



Proposal Terms

Lead Time

1-2 weeks from acceptance of official order, subject to prior orders. This estimated lead time will be updated upon order entry.

Payment Terms

Net 30 days from Invoice Date, subject to credit approval.

Delivery Terms

Please choose best option upon placing your order:

Ex-Works (Collect, FOB Origin - title passes to buyer when goods leave the seller's dock) - please provide your collect account information.

OR

FOB Origin (title passes to buyer when goods leave the seller's dock), Instron to prepay and add shipping charges to invoice

Tax Status

If exempt, or partially exempt from taxes, please provide your tax exemption certificate with your purchase order.

Please Note: If any of the above fields are left blank on your purchase order, Instron reserves the right to default to the above preferred terms, and to ship FOB Origin via the most economical way and to add shipping charges to your invoice.

Warranty

All Instron testing instruments are warranted against defects in material and workmanship for a period of one (1) year from the date of delivery, unless mutually agreed otherwise in the purchase documents. All equipment purchased from Instron but not installed by Instron Service Personnel or Instron authorized representative shall be warranted against defects in material and workmanship for a period of one (1) year from the date of delivery.

Simple Acceptance Statement

Acceptance of this proposal implies agreement that Instron will use the "Simple Acceptance" decision rule for the determination of conformance to a specification or standard.

Terms and Conditions for Americas

SALES OF INSTRON PRODUCTS AND SERVICES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON ACCEPTANCE OF ITS CURRENT TERMS AND CONDITIONS OF SALE AND SERVICE, THAT ARE FOUND AT WWW.INSTRON.COM ('TERMS'). ANY ADDITIONAL OR DIFFERENT TERMS ARE HEREBY REJECTED. COMMENCEMENT OF WORK BY INSTRON OR ACCEPTANCE OF DELIVERY OF PRODUCTS BY YOU CONSTITUTES YOUR ACCEPTANCE OF THE TERMS.



All Purchase Orders may be mailed to:

Instron, a division of ITW, Inc.
825 University Avenue
Norwood, MA 02062-2643

Or e-mailed to: info@instron.com

Or e-fax: (781) 634-0521, ATTN: Order Admin.

We accept Visa, MasterCard, and American Express

Prices above are for U.S. destination. Warranty and service commitments only apply to instrumentation installed in the U.S.

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Instron Software License 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 Instron, a division of Illinois Tool Works Inc., (“Instron”) dated December 10, 2025. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Instron may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

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

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.

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, Instron shall indemnify, defend and hold harmless PVAMU, 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 Instron under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Instron’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Instron 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 Instron's service to PVAMU. Except as specifically required under the terms of this Agreement, Instron (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Instron is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Instron and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

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

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

Non-Assignment. Instron shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. 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. PVAMU and Instron 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
Dean - Engineering
100 University Drive
Prairie View, Tx 77446
Attention: Sheena Reeves
Telephone: 936-261-9413
Email: smreeves@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

Instron:

Instron, a division of Illinois Tool Works Inc.
825 University Avenue
Norwood, MA 02062
Attention: Whitney Shaeffer
Telephone: 800-564-8378
Email: smreeves@pvamu.edu

Organization. If Instron is a business entity, Instron 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 Instron has been duly authorized to act for and bind Instron. Upon PVAMU's request, Instron shall promptly deliver to Instron (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 Instron for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Instron, then within thirty (30) days after cancellation and/or termination, Instron will reimburse PVAMU for all advance payments paid by PVAMU to Instron that were (i) not earned by Instron prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Instron 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. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Instron. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU 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 by Individuals with Disabilities. Instron represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the “Accessibility Warranty”). Instron shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Instron fails or is unable to do so, PVAMU may immediately terminate this Agreement, and Instron will refund to PVAMU all amounts paid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

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

Cybersecurity Training Program. Pursuant to Section 2063.104, Texas Government Code, Instron and its employees, officers, and subcontractors who have access to PVAMU’s computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by PVAMU. The cybersecurity training program must be completed by Instron employees, officers, and subcontractors during the Term and any renewal period of this Agreement. Instron shall verify completion of the program in writing to PVAMU within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. Instron acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for PVAMU to terminate this Agreement for cause.

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*, Instron 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 PVAMU and Instron to attempt to resolve any claim for breach of contract made by Instron that cannot be resolved in the ordinary course of business. Instron shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer and Vice President of PVAMU, who shall examine Instron’s claim and any counterclaim and negotiate with Instron 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.

Executive Order GA-43. To the extent that Instron is providing goods to PVAMU under this Agreement, Instron 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. Instron represents and warrants that Instron 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. Instron 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 PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Instron will immediately reimburse PVAMU for all prepaid costs.

Export Control. 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 Instron that Instron 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. Instron 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. Instron 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 Instron is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Instron certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Instron 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 PVAMU is to be in the county in which the principal office of PVAMU’s governing officer is located.

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

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

Not Eligible for Rehire. Instron 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 Instron 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.

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

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Instron 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*. Instron acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. PVAMU 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. Instron 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, Instron 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. Instron 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 Instron agrees that this Agreement can be terminated if Instron knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

INSTRON, A DIVISION OF ILLINOIS TOOL WORKS INC.

Robert Hall

John Reskusich

Signature

Signature

Robert Hall

John Reskusich

Name

Name

Director, Procurement and Contract Admin

Compliance and Contract Specialist

Title

Title

12/17/2025 | 10:34 AM CST

December 10, 2025

Date

Date