

Prairie View A&M University (1)

And

CRITICALARC INC (2)

Consultancy Agreement

THIS CONSULTANCY AGREEMENT is made on

BETWEEN:

- (1) Prairie View A&M University having its registered address at P.O. Box 519 - Prairie View, Texas 77446 (the "Company")
- (2) **CRITICALARC INC** a U.S. C-Corp, with registered number 35-2539959 and having its registered office at 200 Union Boulevard, Suite 200, Lakewood, CO 80023 (the "**Consultant**").

WHEREAS:

- (1) The Company provides higher education safety services, and has reasonable skill, knowledge, qualifications and experience in that field,
- (2) The Consultant has reasonable skill, knowledge, qualifications and experience in the field of higher education safety services and wishes to offer his/her services to the Company.
- (3) In reliance upon such skill, knowledge, qualifications and experience, the Company wishes to engage the Consultant to provide higher education safety services to the Company as set out in the terms of this Agreement.
- (4) The Consultant wishes to accept such Engagement and shall provide the higher education safety services to the Company in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

"Agreement" means this agreement;

"Board" means the board of directors of the Company (including any committee of the board duly appointed by it);

"Business of the Company" means higher education safety services

"Business Opportunities" means any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of the Company or any Group Company or which the Board reasonably considers might be of benefit to the Company or any Group Company;

"Capacity" means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

“Commencement Date” means date of commencement;

“Company Property” means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Company or Group Company or its or their Customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant’s use by the Company during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Company or the Consultant’s computer systems or other electronic equipment during the Engagement;

“Confidential Information” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Business of the Company, Customers, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Company or of any Group Company or any of its or their suppliers, Customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential;

“Customer” means (1) any customer of the Company in connection with the Restricted Business or (2) any other person, firm or company to whom the Company has presented or approached or with whom the Company has negotiated with a view to that person, firm or company becoming a customer or Company of the Company in connection with the Restricted Business and who became a customer within six months following the Termination Date and in each case provided that during the six month period immediately prior to the Termination Date the Consultant has dealt or sought to deal on behalf of the Company in connection with this Agreement with that customer, person, firm or company or whom the Consultant has been responsible during such period for the account of or for managing any business relationship with that customer or Company or person firm or company.

“Data Protection Legislation” means the Texas Data Privacy And Security Act

“Fees” shall mean the fees payable to the Consultant under this Agreement and the relevant Statement of Work as set out in Schedule 1.

“Engagement” means the engagement of the Consultant by the Company on the terms of this Agreement;

“Group Company” means the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time and the terms

“Insurance Policies” means commercial general liability insurance cover, professional indemnity insurance cover, and public liability insurance cover;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Pre-Contractual Statement” means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Engagement other than as expressly set out in this Agreement;

“Restricted Business” means to the business activities of the Company that the Consultant is restricted from engaging in after the termination of the consultancy agreement. This includes any business areas directly related to the Company’s work or where the Company has a competitive interest.

“Services” means the services provided by the Consultant in a consultancy capacity for the Company or any Group Company as more particularly described in the 0 and other services as the Consultant and the Company may agree upon from time to time;

“Statement of Work” Under the terms and conditions of this Agreement, the Company may issue orders for items and/or Services described herein. The terms and conditions of this Agreement shall form a part of each Statement of Work issued and each project that is instructed by the Company under this Agreement will be set out in the Statement of Work in the form set out in Schedule 1.

“Subsidiary and Holding Company” shall mean in relation to a company, “subsidiary” and “holding company” as defined in Texas Data Privacy And Security Act ;

“Substitute” means a substitution Consultant hired by the Consultant on the same terms as set out in this Agreement;

“Termination Date” means the date of termination of this Agreement, or a Statement of Work whichever is sooner, howsoever arising;

“Works” means reports, magazines, training guides, any relevant materials owned by or licensed to the Company;

“Work” means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, training guides, overhead slides and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 The Schedule to this Agreement forms part of (and is incorporated into) this Agreement.

2 Term of engagement

- 2.1 The Company shall engage the Consultant and the Consultant shall provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
- 2.2.1 on completion and delivery of the Services under a Statement of Work; or
- 2.2.2 as provided by the terms of this Agreement.

3 Duties and obligations

- 3.1 During the Engagement the Consultant shall:
- 3.1.1 provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Company or any Group Company;
- 3.1.2 unless prevented by ill health or accident, be available for six months from the Commencement Date; and
- 3.1.3 promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Company or any Group Company.
- 3.1.4 At all times abide by the Consultant's Code of Conduct provided in Schedule 2.
- 3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant may, subject to the following provision, appoint a suitably qualified and skilled Substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with the Company, including with regard to confidentiality. The Consultant shall continue to invoice the Company in accordance with Clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.4 Unless they have been specifically authorised to do so by the Company in writing, the Consultant shall not:
- 3.4.1 have any authority to incur any expenditure in the name of or for the account of the Company; or

3.4.2 hold themselves out as having authority to bind the Company.

3.5 The Consultant shall comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Company any unsafe working conditions or practices.

3.6 The Consultant shall comply with the Company's policies on social media, use of information and communication systems, anti-harassment and bullying, and such other policies as the Company may specify from time to time.

3.6.1 The Consultant undertakes to the Company that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to their knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Company if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to any third party.

3.7 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.

3.8 The Consultant may, subject to the following provision, appoint a suitably qualified and skilled Substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with the Company, including with regard to confidentiality. The Consultant shall continue to invoice the Company in accordance with Clause 4 and shall be responsible for the remuneration of the Substitute.

3.9 Unless they have been specifically authorised to do so by the Company in writing, the Consultant shall not:

3.9.1 have any authority to incur any expenditure in the name of or for the account of the Company; or

3.9.2 hold themselves out as having authority to bind the Company.

3.10 The Consultant shall comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Company any unsafe working conditions or practices.

3.11 The Consultant shall comply with the Company's policies on social media, use of information and communication systems, anti-harassment and bullying, and such other policies as the Company may specify from time to time.

3.12 The Consultant undertakes to the Company that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to their knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Company if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to any third party.

3.13 Other activities

3.14 Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

3.14.1 such activity does not cause a breach of any of the Consultant's obligations under this Agreement;

3.14.2 the Consultant shall not engage in any such activity if it relates to a business which is in any way detrimental to the Business of the Company (see Schedule 2); and

3.14.3 the Consultant shall ensure that any such activity does not interfere with the delivery of the Services which the Consultant has agreed to undertake on behalf of the Company from time to time during the Engagement;

3.15 The Consultant acknowledges that:

- (i) their primary duty under this Agreement is to ensure the Services referred to in this Agreement are provided;
- (ii) the information gained by it or them in the provision of the Services is not or may not be known by the general public or by the majority of those engaged in the business of the Company;
- (iii) by virtue of this Agreement and Engagement the Consultant will obtain Confidential Information as to the business, operations and organization of the Company including names of Customers and their operations which belongs exclusively to and is of substantial value to the Company;

and that accordingly the Consultant agrees to be bound by these Clause 6.2 to 6.5 in order to protect the legitimate interests of the Company.

3.16 The Consultant shall not during the term of this Agreement, or for a period of six (6) months after the Termination Date, directly solicit or approach any specific customers of the Company with whom the Consultant personally conducted business in the course of providing services under this Agreement, for the purpose of offering services that are identical to those the Consultant provided exclusively for the Company under this Agreement. However, this restriction shall not apply to:

3.16.1 Any business or clients the Consultant had prior to this Agreement or developed independently.

3.16.2 Services or business ventures that are similar but not identical to those provided under this Agreement, or those offered outside the specific business areas the Company was engaged in during the term of this Agreement;

3.16.3 General advertising or marketing activities that are not specifically directed to the Company's customers.

3.17 The Consultant fully understands the meaning and effect of the covenants given by them above and acknowledges and accepts that such covenants are fair and reasonable in all the circumstances at the time this Agreement was made.

4 Confidential Information

4.1 The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this Clause 7.

4.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

4.2.1 any use or disclosure authorised by the Company or required by law; or

4.2.2 any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

4.3 The Consultant's liability to the company for any unintentional or accidental breaches is limited to actual damages directly resulting from such disclosure provided that the Consultant has taken reasonable steps to prevent such disclosure.

4.4 The Consultant shall not be liable for any incidental, consequential, or indirect damages arising from any inadvertent or accidental disclosure of Confidential Information, except in cases of gross negligence or wilful misconduct.

4.5 Confidential Information shall not include information that:

4.5.1 was known to the Consultant before its disclosure by the Company;

4.5.2 is or becomes publicly available through no fault of the Consultant;

4.5.3 is received from a third party without breach of any confidentiality obligations; or

4.5.4 is independently developed by the Consultant without use of or reference to the Company's Confidential Information.

4.6 At any stage during the Engagement, the Consultant will promptly on request return all and any Company Property in their possession to the Company.

5 Data protection

5.1 The Consultant agrees to act in accordance with the Data Protection Legislation at all times during their Engagement and to comply with the Company's Data Protection Policy (as amended from time to time) and any policy introduced by the Company in order to comply with Data Protection Legislation, including any policy on the transfer of data outside the European Economic Area.

5.2 The Company and any Group Company may hold and process data relating to the Consultant in accordance with and to the extent permitted by the Data Protection Legislation in order for the Company to perform its obligations under this Agreement, for example paying salary, or to pursue its legitimate interests. Personal data relating to the Consultant may be kept electronically or in hard copy format.

5.3 The Consultant's personal data may be disclosed or transferred to:

5.3.1 other employees of the Company or any Group Company;

5.3.2 other persons as may be reasonably necessary for the purposes of or in connection with the Consultant's Engagement or the Business of the Company;

5.3.3 as otherwise required or permitted by law.

5.4 The Company will process sensitive personal data relating to the Consultant in accordance with and to the extent permitted by the Data Protection Legislation in order for the Company to carry out its obligations and exercise its rights in the fields of employment, social security and social protection law.

5.5 The Company will comply with its Data Protection Policy or other information policy adopted from time to time and any fair processing notices issued to the Consultant.

5.6 To ensure regulatory compliance and for the protection of its workers, Group Companies/Customers and Business of the Company, the Company reserves the right to use surveillance equipment and to monitor, intercept, review and access the Consultant's telephone log, internet usage, voicemail, e-mail and other communication facilities provided by the Company.

5.7 The Consultant agrees to abide by the terms of the Company's Electronic Information and Communications Policy from time to time in force.

5.8 In this Clause the expressions “personal data” and “sensitive personal data” have the same meanings as those expressions bear in Texas Data Privacy And Security Act (or shall have the same meanings as equivalent definitions in subsequent Data Protection Legislation which supersedes the Texas Data Privacy And Security Act).

6 Data Processing

6.1 In this Clause 9, the terms “personal data”, “processing”, “data subject”, “controller”, “processor”, and “personal data breach” shall have the meanings defined in Article 4 of the US GDPR OR LOCAL EQUIVALENT, and the terms “Data Processor” and “Data Controller” shall have the same meanings as “processor” and “controller” respectively. The term “domestic law” means the law of the United States or a part thereof.

6.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 9 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

6.3 For the purposes of the Data Protection Legislation and for this Clause 9, the Company is the “Data Controller” and the Consultant is the “Data Processor”.

6.4 The scope, nature, and purpose of the processing; the duration of the processing; the type(s) of personal data; and the category or categories of data subject are set out in Schedule 3.

6.5 The Data Controller shall (without prejudice to the generality of sub-Clause 9.2) ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement and for the duration thereof.

6.6 The Data Processor shall (without prejudice to the generality of sub-Clause 9.2), with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:

6.6.1 process the personal data only on the written documented instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by domestic law. The Data Processor shall promptly notify the Data Controller before carrying out such processing unless it is prohibited from doing so by that law;

6.6.2 ensure that it has in place appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage, or destruction. Such measures shall be appropriate and proportionate to the potential harm resulting from such events and to the nature, scope, and context of the personal data and processing involved, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 3;

6.6.3 ensure that any and all persons with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

6.6.4 not transfer any personal data outside of the US without the prior written consent of the Data Controller and only if the following conditions are satisfied:

(i) the Data Controller and/or the Data Processor has/have provided appropriate safeguards for the transfer of personal data;

(ii) affected data subjects have enforceable rights and effective legal remedies;

- (iii) the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- (iv) the Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;

6.6.5 assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, security, breach notifications, and consultations with supervisory authorities or other applicable regulatory authorities (including, but not limited to, the Information Commissioner's Office);

6.6.6 notify the Data Controller without undue delay of any personal data breach of which it becomes aware;

6.6.7 on the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by domestic law; and

6.6.8 maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 9 and to allow for audits, including inspections, by the Data Controller and/or any party designated by the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes the Data Protection Legislation.

6.7 The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 9 to another Substitute processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints another Substitute processor, the Data Processor shall:

6.7.1 enter into a written agreement with the Substitute processor, which shall impose upon that Substitute processor substantially the same obligations as are imposed upon the Data Processor by this Clause 9, which the Data Processor hereby undertakes shall reflect the requirements of the Data Protection Legislation at all times;

6.7.2 ensure that the Substitute processor complies fully with its obligations under that agreement and the Data Protection Legislation; and

6.7.3 remain fully liable to the Data Controller for the performance of that Substitute processor's obligations and the acts or omissions thereof.

6.8 Either Party may, at any time, and on at least 30 calendar days' notice, alter this Clause 9, replacing it with any applicable data processing clauses or similar terms adopted by the Information Commissioner or that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 9 by attachment to this Agreement.

7 Intellectual property

7.1 The Company acknowledges that the Consultant and/or its licensors own all Intellectual Property Rights. The Company hereby assigns with full title guarantee by way of future assignment all right, title and interest in and to any work created by or on behalf of the Company during the provision of any Services and the Company shall do all such things and execute all such documents as may be necessary or desirable to vest the same in the Consultant and to defend the Consultant against claims that Works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

7.2 The Consultant hereby grants the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and licence to use any Work to the extent necessary to provide the relevant Services, on and subject to the terms of this Agreement including but not limited to the restrictions set out in Clauses 10.1.1 and 10.1.3.

7.3 The Company undertakes:

7.3.1 to keep confidential details of all Work or Works, other than in the course of providing the Services to the Customer;

7.3.2 whenever requested to do so by the Consultant and in any event on the termination of the Engagement, promptly to deliver to the Consultant all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of work undertaken and the process of their creation which are in their possession, custody or power; and

7.3.3 not to register nor attempt to register any of the Intellectual Property Rights unless requested to do so by the Consultant.

7.4 [RESERVED]

7.5 [RESERVED]

7.6 Each party shall retain ownership of its pre-existing intellectual property. To the extent that such intellectual property is used in the delivery of the Services under this Agreement, the Consultant grants a perpetual, irrevocable, non-exclusive, royalty free licence for such pre-existing intellectual property that are incorporated in the products, material, equipment, deliverables, or services provided.

8 Insurance, liability and indemnity

8.1 The Consultant is advised to have appropriate Insurance Policies for any loss, liability, costs (including reasonable legal costs), damages or expenses which the Company incurs as a result of a breach by the Consultant or a Substitute engaged by the Consultant of the terms of this Agreement.

8.2 The Consultant shall indemnify the Company against all and any loss, liability, or costs which it may incur in connection with the provision of the Services by the Consultant or the performance of the Services by the Consultant (and/or their Substitute) in connection with this Agreement.

8.3 The Consultant's liability to the company for any claim arising from or in connection with this Agreement shall be limited to the total value of the entire Agreement.

8.4 At all times during this Agreement, the Consultants holds coverage under the Support Anti-Terrorism by Fostering Effective Technology Act of 2000 ("Safety Act") as designated by ASIS International. Liability for any claims or damages arising from Terrorism Acts, as outlined under the Safety Act, is limited to the extent permitted by this designation and applicable legislation. The Consultant shall not be liable for damages in connection with terrorism-related incidents covered by the Safety Act designation.

8.5 In no event shall the Consultant be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profit, revenue, business, or goodwill, even if the Company has been advised of the possibility of such damages.

9 Termination

9.1 Notwithstanding the provisions of Clause 2.2, either party may terminate the Engagement with immediate effect with no liability to make any further payment to the other party (other than in respect of Fees accrued before the Termination Date) if at any time the Consultant or the Company:

9.1.1 commits any gross misconduct affecting the Business of the other party or any Group Company;

9.1.2 commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the other party;

9.1.3 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United States or elsewhere for which a fine or non-custodial penalty is imposed);

9.1.4 is in the reasonable opinion of the Board negligent or incompetent in the performance of the Services;

9.1.5 is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;

9.1.6 is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 days in any 52-week consecutive period;

9.1.7 commits any fraud or dishonesty or acts in any manner which in the opinion of the other party brings or is likely to bring the Consultant or the Company or any Group Company into disrepute or is materially adverse to the interests of the Company or any Group Company;

9.1.8 commits any breach of the Company's policies and procedures; or

9.1.9 commits any offense under the Foreign Corrupt Practices Act 1977.

9.2 The rights of the Company under Clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

10 Obligations on termination

10.1 On the Termination Date the Consultant shall:

10.1.1 immediately deliver to the Company all Company Property in their possession or under their control;

10.1.2 delete from personal or professional email accounts or databases the contact details of business companies (active, previous and/or potential) made during the Engagement as they are regarded as Confidential Information;

10.1.3 provide a signed statement that they have complied fully with their obligations under this Clause 13, if requested to do so by the Company.

11 Status

11.1 The relationship of the Consultant to the Company will be that of independent contractor and nothing in this Agreement shall render them an employee, worker, agent or partner of the Company and the Consultant shall not hold themselves out as such.

11.2 This Agreement constitutes a contract for the provision of Services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Company or any Group Company for and in respect of:

11.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Company's negligence or willful default;

11.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Company arising out of or in connection with the provision of the Services.

11.3 The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

11.4 The Consultant consents to the deduction of income tax, national insurance contributions and/or other amounts from the Fees to be paid as required under direction by HM Revenue and Customs or any other relevant authority relating to the engagement of the Consultant to provide the Services and the performance of Services by the Consultant (and/or their Substitute) pursuant to this Agreement.

11.5 In the event that such indemnity per Clause 14.2 is required to be enforced and/or such deduction under Clause 14.4 is required to be made the Consultant agrees to a fee of 15% of the gross payment (net of TAX if applicable) in respect of the additional management time and processing costs incurred by the Company and the Company shall be entitled to deduct any amounts in respect of the fee within this Clause from any accrued

or future Fees due to the Consultant under this Agreement and the Consultant hereby agrees to such right of deduction.

12 Notices

12.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Company) its registered office for the time being and (in the case of the Consultant) their last known address. Any such notice shall be deemed to have been received:

12.1.1 if delivered personally, at the time of delivery; or

12.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

12.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

13 Entire Agreement and previous contracts

13.1 Each party on behalf of itself (and, in the case of the Company, as agent for any Group Companies) acknowledges and agrees with the other party (the Company acting on behalf of itself and as agent for each Group Company) that:

13.1.1 This Agreement together with any documents referred to in it constitutes the entire Agreement and understanding between the Consultant and the Company and any Group Company and supersedes any previous arrangement, understanding or agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

13.1.2 in entering into this Agreement neither party has relied on any Pre-Contractual Statement; and

13.1.3 each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this Agreement shall, however, limit or exclude any liability for fraud.

14 Variation

14.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15 Counterparts

15.1 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

16 Third party rights

16.1 Except as expressly provided elsewhere in this Agreement a person who is not a party to this Agreement shall not have any rights under Texas Data Privacy And Security Act to enforce any term of this

Agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

17 Governing law and jurisdiction

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of State of Texas.

17.2 Each party irrevocably agrees that the courts of State of Texas shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of Prairie View A&M University:

A. Marie Harris 11/25/2025 | 4:53 PM CST

A. Marie Harris

Signed by Consultant:

Darren Chalmers-Stevens 11/25/2025 | 4:00 PM CST

Darren Chalmers-Stevens

CRITICALARC INC



Campus Safety Enhancement: Consulting Services Proposal

Prepared for
Prairie View A&M University



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Executive Summary

Overview and Introduction

Prairie View A&M University (PVAMU), a leading historically Black land-grant institution in Texas, is committed to fostering a safe and secure environment for its students, faculty, staff, and assets. As part of this ongoing dedication to campus safety, risk mitigation, and compliance with regulations such as the Clery Act, PVAMU is undertaking a comprehensive Campus Security Enhancement Project. This initiative integrates a detailed Physical Security Assessment with the development of a tailored Campus Security Master Plan, providing a strategic framework to identify vulnerabilities, enhance infrastructure, and build long-term resilience. The project will be led by experienced security professionals, ensuring alignment with best practices in higher education security.

Objectives

The primary goal is to evaluate PVAMU's current physical security posture, identify risks such as unauthorized access, theft, vandalism, and emergency response gaps, and deliver actionable recommendations. This will culminate in a visionary Campus Security Master Plan that addresses holistic focus areas, including individual safety, relationships (e.g., stakeholder coordination), physical facilities, technology integration, external partnerships, and regulatory compliance. The plan emphasizes that Clery Act responsibilities extend beyond campus police to involve administrative support across the university.





Executive Summary

Scope of Work

The project encompasses a thorough assessment of PVAMU's infrastructure, systems, and protocols, with findings feeding directly into the Master Plan:

- Infrastructure Analysis: Evaluation of perimeter fencing, barriers, building access points, locks, and key control systems.
- Surveillance Systems: Review of camera placement, coverage, integration with alarms, and monitoring.
- Lighting: Assessment of exterior and interior lighting for deterrence and identification of blind spots.
- Access Control: Examination of ID card systems, electronic access, visitor management, after-hours protocols, and lockdown capabilities.
- Emergency Response Protocols: Review of intrusion plans, evacuations, communication systems, and coordination with local responders.
- Personnel and Procedures: Interviews with security personnel, facilities staff, and emergency managers; analysis of training, staffing (including in-house vs. contract options for residence halls), and incident response.





Executive Summary

The Campus Security Master Plan will build on these elements through facilitated sessions, developing prioritized areas of focus for the university as a whole.

Methodology

The project unfolds in four phases:

- Phase 1: Planning and Coordination: Stakeholder meetings, review of maps, blueprints, and policies.
- Phase 2: On-Site Evaluation: Walkthroughs of facilities and grounds, with photographic documentation.
- Phase 3: Analysis and Recommendations: Risk ranking of vulnerabilities and prioritized recommendations based on threat level, feasibility, and cost.
- Phase 4: Reporting and Presentation: Delivery of reports and briefings.

For the Master Plan, this includes three days of on-site facilitation with stakeholder groups, including executive leadership in Houston (near PVAMU's Prairie View campus), to collaboratively define visionary elements.

Deliverables

- Comprehensive Physical Security Assessment Report, including an executive summary, detailed findings by category, prioritized recommendations, implementation roadmap, and photographic documentation.
- Campus Security Master Plan: A visionary document covering Clery Act integration and focus areas (individual, relationship, physical facilities, technology, external, and compliance). Includes six executive-bound hard copies, a digital version, an executive summary PowerPoint, and a PowerPoint roadmap for action items.
- Executive briefing and Q&A session with PVAMU leadership.



Executive Summary

Benefits to PVAMU

This project will enhance safety for the PVAMU community, reduce risks of incidents, improve emergency preparedness, and provide a data-driven foundation for security investments. It aligns with best practices, supports Clery Act compliance, and strengthens operational resilience, ultimately contributing to a more secure campus environment that supports academic excellence.

Cost Estimate

Detailed costs are outlined in the reference section of the proposal. The physical security assessment and master plan development are priced separately, with travel expenses for two consultants (including on-site visits) billed additionally. All travel must be reasonable, actual, pre-approved in writing by an authorized PVAMU representative, with receipts provided.

Operationalize / Optimize Option: The Benefits of Long Term Engagement

To maximize the impact of the Campus Security Enhancement Project, PVAMU can extend the partnership with CriticalArc's experts for a three-year period, focusing on operationalizing and optimizing the report's recommendations. This ongoing support includes 10 hours of dedicated consulting per month of remote services or on-site visits as needed (excludes travel & expense), ensuring continuous refinement of security protocols, real-time adaptation to emerging threats, and seamless integration of best practices. Key benefits include expert guidance from Jim Moore on Clery Act compliance, proactive risk mitigation, enhanced staff training, and measurable improvements in campus safety metrics over time—ultimately fostering a culture of resilience and reducing long-term costs through prevented incidents. This three-year commitment is available at \$25,000 annually (plus travel costs), providing exceptional value through sustained expertise and a structured path to security excellence.

Conclusion

The Campus Security Enhancement Project represents a strategic investment in PVAMU's commitment to safety and excellence. By combining a rigorous Physical Security Assessment with a forward-looking Campus Security Master Plan, this initiative will deliver immediate improvements and a sustainable roadmap for long-term security. PVAMU leadership is encouraged to proceed to empower a safer, more resilient campus for generations to come.

References



Western University chose CriticalArc to help optimize their public safety program as a whole across multiple campuses. They are enrolled in our three-year premier tier program to take advantage of aspects of each service tier. We have delivered a physical security assessment, a security master plan, reinforced their threat assessment capability and Clery program compliance. With our assistance, they are updating CCTV capabilities, converting a security department to a public safety model, designing a global security operations center, deploying CPTED principals in campus design and layout, as well as many other projects.

“CriticalArc has been an invaluable partner in transforming campus safety and crisis management at WesternU. Their consulting expertise, from security assessments to crisis response frameworks, has elevated our ability to protect and support our university community. I deeply appreciate their commitment, innovation, and the proactive solutions they bring to the table—working with them has been a game-changer, and they have been and continue to be a trusted partner year after year.”



**– Dr. Denise Cornish,
Senior Vice President & Chief Operating Officer**

Pricing

Three Year Services and Optimization Retainer	Price	Subtotal
<p>Year 1: Physical Security Assessment; Security Master Planning Evaluate PVAMU's current physical security posture, identify risks such as unauthorized access, theft, vandalism, and emergency response gaps, and deliver actionable recommendations. This will culminate in a visionary Campus Security Master Plan that addresses holistic focus areas, including individual safety, relationships (e.g., stakeholder coordination), physical facilities, technology integration, external partnerships, and regulatory compliance. The plan emphasizes that Clery Act responsibilities extend beyond campus police to involve administrative support across the university.</p>	\$25,000.00	\$25,000.00
<p>Year 2: Clery Assessment; Training; Operationalization A specialized assessment to evaluate and ensure compliance with the Clery Act (requiring timely reporting of campus crimes, safety policies, and emergency notifications), combined with operationalizing recommendations from the physical security assessment and providing hands-on assistance in implementing the Campus Security Master Plan for sustained security enhancements.</p>	\$26,250.00	\$26,250.00
<p>Year 3: Optimization; Exercises; Additional Training Continued implementation of security assessments (e.g., infrastructure upgrades, access controls, and surveillance enhancements); optimization of master plan elements (e.g., procedural refinements and stakeholder coordination); and Clery Act-compliant tabletop exercises simulating threats like active shooter incidents, natural disasters, or evacuations, with emphasis on timely warnings, reporting, and inter-agency collaboration.</p>	\$27,562.50	\$27,562.50

Three Year Total **\$78,812.50**

Terms



- Expiry: Pricing valid for 30 days upon receipt.
- Currency: All amounts are quoted in US Dollars
- Tax: No taxes are included in the proposal; applicable taxes will be added unless exempt
- Contract: If your university decides to proceed with Consultancy Services, CriticalArc will enter into an agreement governing all aspects of licensed use of the solution.
- Commencement Date: November 18, 2026
- Completion Date: Three years from date of signature with options to extend by further years by mutual consent.
- Contract Number: GC_PVAMU_Safety_Enhancements_0827-2025_Alpha
- Special Conditions: Travel costs are pre-approved with receipts provided and billed in addition to the fees above. Annual pricing includes a 5% increase each year.
- The Contract is Composed of the Following:
 - (a) Proposal Term Details and Price- set out above
 - (b) Contract Details

Total Offerings

CriticalArc addresses the unique needs of each client, offering a wide range of assessments to help you plan, evaluate, and operationalize those plans through training and facilitation.

Tier One

- └ Physical Security Assessment
- └ Risk/Vulnerability Assessment
- └ Clery Compliance Assessment
- └ Field Training Program Audit
- └ Pre-Accreditation Policy and Procedure Review

Tier Two

- └ Security Master Plan
- └ Event Planning & Management
- └ In-Service Program Design
- └ Organizational Development
- └ Leadership Development
- └ Field Training Team Development
- └ Threat Assessment Team Training
- └ Crisis Communication Training
- └ Clery Compliance Review & Training
- └ Recruitment and Retention Program Creation

Tier Three

- └ Control Room Redesign
- └ Emergency Operations Centers (EOC)
- └ Security Operations Centers (SOC)
- └ Technology Utilization Assessments
- └ Communications Center Operations
- └ Leveraging Technology to Eliminate Disparate Systems

Tier Four

- └ Tactical Assistance
- └ Secondary Responder Incident Support Training
- └ Command and Control Training for Event Management
- └ On-Site Event Assistance

Tier Five

- └ System Exercises (ranging from tabletop exercises to full-scale simulations)
- └ Organizational Staffing Assessment

Tier Six

- └ Marketing & Communications
- └ SafeZone Managed Services
- └ Optimization - Premiere Package (three-year transformational service)



CONSULTING SERVICES ADDENDUM

This Consulting Services Addendum (“Agreement”) is entered into and effective Upon Execution (“Effective Date”) by and between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas (hereafter referred to as “PVAMU”), and Critical Arc, Inc. a U.S. C-Corp, with registered number 35-2539959 and having its registered office at 200 Union Boulevard, Suite 200, Lakewood, CO 80023 (hereafter referred to as “Critical Arc”). PVAMU and Critical Arc are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

This Agreement is for the provision of consulting services outlined in the Scope of Work. Critical Arc represents to having the knowledge, ability, skills, and resources to provide such services in accordance with the terms and requirements of this Agreement.

PVAMU and Critical Arc hereby agree as follows:

1. SCOPE OF WORK

- A. Critical Arc will perform the services as set forth in Exhibit A, Statement of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.
- B. Upon execution of this Agreement, all services previously performed by Critical Arc on behalf of PVAMU and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.
- C. **Proposal.** Notwithstanding any other provision in this Agreement, Critical Arc’s performance of the Services will conform to but not limited to the specifications and requirements of providing a thorough assessment of PVAMU’s infrastructure, systems, and protocols, with findings feeding directly into the Campus Security Master Plan that will address holistic focus areas, including individual safety, relationships (e.g., stakeholder coordination), physical facilities, technology integration, external partnerships, and regulatory compliance.

2. CRITICAL ARC OBLIGATIONS

- A. PVAMU shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Critical Arc for use in the Work under this Agreement. Critical Arc shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Critical Arc by PVAMU, or any other Party, that Critical Arc uses for the Work. Critical Arc shall identify to the PVAMU in writing any such documents or data which, in Critical Arc’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. PVAMU does not warrant the accuracy or

suitability of such documents or data as are furnished unless Critical Arc advises PVAMU in writing that, in Critical Arc’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and PVAMU confirms in writing that it wishes Critical Arc to proceed in accordance with the documents or data as originally given.

- B. Critical Arc agrees and acknowledges that PVAMU is entering into this Agreement in reliance on Critical Arc’s represented professional abilities with respect to performing the Work, duties, and obligations under this Agreement. Critical Arc shall perform the Work in accordance with the usual and customary professional standards of care, skill and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the “Standard of Care”). Subject to this Standard of Care, Critical Arc shall interpret and apply applicable national, federal, state, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the Work is provided. There are no obligations, commitments, or impediments of any kind known to the Critical Arc that will limit or prevent performance by Critical Arc of its services.
- C. Critical Arc shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform the Work in an expeditious and economical manner consistent with the interests of PVAMU. Critical Arc’s Project Principal(s) responsible for managing the Services is identified in Exhibit A and, while employed by Critical Arc, shall not be changed without the prior written approval of PVAMU.
- D. PVAMU’s approval or acceptance of Critical Arc’s Work shall not relieve Critical Arc of any of its professional duties nor release Critical Arc from any liability for negligent delivery of such Work because PVAMU is, at all times, relying upon Critical Arc’s skill and knowledge in performing the Work. PVAMU shall have the right to reject any of Critical Arc’s services due to any material errors or omissions in any deliverables prepared by Critical Arc or its consultants. Upon notice of any such errors or omissions, Critical Arc shall promptly provide any and all services necessary to correct or remedy them at no additional cost to PVAMU. Critical Arc’s obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which PVAMU may have at law or in equity, or both.
- E. Critical Arc represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Critical Arc’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through November 13, 2028 (the “Term”), unless earlier terminated as provided herein.

- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 30-day period.
- C. PVAMU may immediately terminate this Agreement if (i) the Critical Arc's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the Critical Arc declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- D. PVAMU may terminate this Agreement without cause upon thirty (30) days' prior written notice ahead of each contract anniversary to Critical Arc.
- E. In the event that PVAMU terminates this Agreement for cause, PVAMU shall receive a pro-rata refund of any pre-paid amounts.
- F. PVAMU may immediately terminate this Agreement if (i) the Critical Arc's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the Critical Arc declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by Critical Arc under this Agreement, PVAMU shall pay Critical Arc in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to Critical Arc under this Agreement will not exceed 78,812.50 USD without an amendment to this Agreement.
- B. Critical Arc will submit monthly invoices to PVAMU. Each invoice must reference the PVAMU purchase order number (which will be provided to Critical Arc within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that PVAMU may reasonably request to support the invoice amount. 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.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by PVAMU in advance, Critical Arc will be reimbursed by PVAMU according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, Critical Arc will submit to PVAMU receipts, invoices and

other documentation as required by PVAMU. Under no circumstances will Critical Arc be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Critical Arc’s place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

- D. All payments will be made by virtual card or ACH if the virtual card is not acceptable. Critical Arc is required to register in our supplier portal where Critical Arc can maintain their own profile, including contacts, banking information, and addresses. The portal can be accessed at <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TAMU>.
- E. As an agency of the State of Texas PVAMU is tax exempt. Tax exemption certification will be furnished to Critical Arc upon request.
- F. PVAMU makes no representations regarding the amount or type of services, if any, that Critical Arc will be asked to provide to PVAMU during the Term of this Agreement. It is expressly understood that PVAMU is under no obligation to request any services from Critical Arc and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by PVAMU on an as-needed basis, subject to future agreement on the scope of the work and the fee.

5. PVAMU FACILITIES

PVAMU will provide Critical Arc with office space, as needed, to carry out Critical Arc’s duties under this Agreement. Any non-consumable items provided by PVAMU will remain PVAMU property at the termination of this Agreement unless otherwise agreed in writing. Critical Arc and its employees will be permitted access to and use of the allocated office space, but PVAMU reserves the right to enter the premises to conduct PVAMU business, as may be reasonably necessary or for health and safety purposes.

6. OWNERSHIP OF CREATED WORKS

PVAMU owns all Deliverables created under this Agreement. CriticalArc retains ownership of all pre-existing and independently developed methodologies, know-how, and tools (“Background IP”). To the extent Background IP is included in the Deliverables, CriticalArc grants PVAMU a perpetual, worldwide, royalty-free, non-exclusive license to use such Background IP solely as embedded in or necessary to use the Deliverables for PVAMU’s internal purposes. No Party’s trademarks are assigned. CriticalArc will ensure PVAMU receives sufficient rights to any third-party materials included in the Deliverables.

7. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the “Disclosing Party”) to disclose information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that PVAMU, its affiliates, and their employees, contractors, students, or end-users enter, submit or upload to Services or otherwise provide to Critical Arc through use of the Services under this Agreement (collectively, the “Customer Data”).
- B. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Customer Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party’s employees, contractors, agents, and other representatives (“Representatives”) having a need to know the Confidential Information to fulfill the Receiving Party’s obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives’ compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the

disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

8. CUSTOMER DATA PRIVACY

- A. PVAMU shall retain all right, title, and interest in and to Customer Data. Furthermore, if the Services provided include content generated by artificial intelligence ("AI"), PVAMU shall retain all right, title, and interest in and to the AI generated outputs.
- B. Critical Arc shall, within two (2) days of discovery, report to PVAMU any use or disclosure of Customer Data not authorized by this Agreement or in writing by PVAMU. Critical Arc's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what Critical Arc has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Critical Arc has taken or will take to prevent future similar unauthorized use or disclosure. Critical Arc shall provide such other information, including a written report, as reasonably requested by PVAMU.
- C. Within thirty (30) days of the expiration or termination of this Agreement, Critical Arc, as directed by PVAMU, shall return in acceptable electronic format all Customer Data in its possession (or in the possession of any of its subcontractors or agents) to PVAMU or, at PVAMU's option, delete all such Customer Data, if return is not feasible. Critical Arc shall provide PVAMU with at least ten (10) days' written notice of Critical Arc's intent to delete such Customer Data and shall confirm such deletion in writing.

9. COMPLIANCE WITH LAWS

- A. **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.

- B. **Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Critical Arc 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.

10. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, Critical Arc 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 Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Critical Arc’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Critical Arc 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.

11. INSURANCE

Critical Arc shall obtain, and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit C, attached hereto.

12. MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Entire Agreement.** This Agreement, together with the exhibits hereto, 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. The express terms hereof control in the event of a conflict with any other documents constituting part of this Agreement.

- C. **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).
- D. **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 Critical Arc's service to PVAMU. Except as specifically required under the terms of this Agreement, Critical Arc (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, Critical Arc is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Critical Arc 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.
- E. **Non-Assignment.** Critical Arc 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.
- F. **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.
- G. **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 Critical Arc 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
University Police Department
36142 Owens Rd.
Prairie View, Texas 77446
Attention: Casey J. Davis
Telephone: 936-261-1372
Email: cjdavis@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

Critical Arc:

Critical Arc, Inc.
Dallas, Texas
Dallas, Texas
Attention: Jason Goodrich
Telephone: 409-926-7081
Email: jason@criticalarc.com

- H. **Organization.** If Critical Arc is a business entity, Critical Arc 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 Critical Arc has been duly authorized to act for and bind Critical Arc. Upon PVAMU's request, Critical Arc shall promptly deliver to Critical Arc (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.
- I. **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.

- J. **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.
- K. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- L. **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.

13. STATE AGENCY CLAUSES

- A. **Conflict of Interest.** Critical Arc 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 Critical Arc or in the transaction that is the subject of this Agreement.
- B. **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*, Critical Arc 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.
- C. **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 Critical Arc to attempt to resolve any claim for breach of contract made by Critical Arc that cannot be resolved in the ordinary course of business. Critical Arc 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 Critical Arc’s claim and any counterclaim and negotiate with Critical Arc 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.

- D. **Executive Order GA-43.** To the extent that Critical Arc is providing goods to PVAMU under this Agreement, Critical Arc 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.

- E. **Executive Order GA-48.** Critical Arc represents and warrants that Critical Arc 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. Critical Arc 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, Critical Arc will immediately reimburse PVAMU for all prepaid costs.

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

- G. **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.

- H. **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 Critical Arc and PVAMU may terminate or cancel this Agreement without further duty or obligation hereunder. Critical Arc 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 Critical Arc for any damages that are caused or associated with such termination or cancellation.

- I. **Non-Waiver of Privileges and Immunities.** PVAMU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Critical Arc expressly acknowledges that PVAMU is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by

PVAMU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of PVAMU.

- J. **Not Eligible for Rehire.** Critical Arc 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 Critical Arc 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.

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

- L. **Prior Employment.** Critical Arc 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 Critical Arc is an individual, by signing this Agreement, Critical Arc 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.

- M. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, *Texas Government Code*, is applicable to this Agreement, Critical Arc certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Critical Arc acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

- N. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, Critical Arc certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. Critical Arc acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

- O. **Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, Critical Arc certifies that (i) it

does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Critical Arc acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

- P. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Critical Arc 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*. Critical Arc acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.
- Q. **Public Information.** Critical Arc 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, Critical Arc 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. Critical Arc 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 Critical Arc agrees that this Agreement can be terminated if Critical Arc knowingly or intentionally fails to comply with a requirement of that subchapter.
- R. **State Auditor's Office.** Critical Arc 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. Critical Arc agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Critical Arc will include this provision in all contracts with permitted subcontractors.
- S. **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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PRAIRIE VIEW A&M UNIVERSITY

CRITICAL ARC, INC.

A. Marie Harris

Darren Chalmers-Stevens

Signature

Signature

A. Marie Harris

Darren Chalmers-Stevens

Name

Name

Exec. Dir., PDSV

Group COO

Title

Title

11/25/2025 | 4:53 PM CST

11/25/2025 | 4:00 PM CST

Date

Date

Exhibit A – Statement of Work
Exhibit B – Payment Terms
Exhibit C – Insurance