



PRAIRIE VIEW A&M UNIVERSITY

Marketing Proposal



In-depth
understanding
of competitors

Closely familiar with
the Houston market

Deep familiarity with
Houston audiences

Available for
on-site services

WE ARE LOCAL

versa CREATIVE

832.831.7590

versacreative.com

AWARD WINNING AGENCY

AM> | Houston

aaf houston

HOUSTON'S
BEST
AND
BRIGHTEST
COMPANIES
TO WORK FOR
2018-2024

AVA DIGITAL
AWARDS

HERMES
CREATIVE AWARDS

Clutch

versa CREATIVE

832.831.7590

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FEATURED CLIENTS



Recurring investment

Description	Subtotal
ACCOUNT MANAGER <ul style="list-style-type: none"> Monthly reporting meetings include: <ul style="list-style-type: none"> Measure results Review campaign data Analyze trends and compare to previous month's reports Suggest campaign adjustments based on campaign results Oversee all aspects of your account Be available for questions, comments, and feedback Serve as the point of contact between client and the Versa teams Coordinate timelines and delivery of assets Follow your brand guidelines to ensure accuracy across all projects to create a unified brand experience 	\$285
PROFESSIONAL SERVICES <p>Up to 5 hours a month that can be utilized towards any of Versa's services. May include the following:</p> <ul style="list-style-type: none"> Web Maintenance or Micro-page Design: Updates, landing page development, or optimization Photography/Videography: Capturing and editing short-form ads for social media or YouTube Out-of-Home Creative: Design for billboards, digital displays, and outdoor placements Copywriting & Messaging: Taglines, short-form copy, or press releases to support campaigns Any hours unused in a month will roll over to the next month <ul style="list-style-type: none"> Note: Any hours beyond allocated hours will be billed at Versa Creative's discounted hourly rate or \$95/hr (standard rate: \$135/hr). 	\$475



Description	Subtotal
<p>PPC/GOOGLE MAINTENANCE</p> <p><i>Includes management for up to \$2,000 total in recommended monthly ad spend on Google. Versa's management fee includes:</i></p> <p><u>Ad Fee Breakdown Sheet</u> - Versa's management fees are based on a percentage of total ad spend. _</p> <ul style="list-style-type: none"> • Initial Setup & Optimization <ul style="list-style-type: none"> ◦ The first month goes towards the initial setup and optimization of Google ad account, including: <ul style="list-style-type: none"> ▪ Location and audience targeting optimization ▪ Creation of various ads, including animation ▪ Negative keyword and placement research and implementation for display and video campaigns ▪ Creation and optimization of Call, Callout, Structured Snippet, and Sitelink ad extensions ▪ Conversion tracking implementation using Google Tag Manager, Google Ads, and Google Analytics ▪ Remarketing audience optimization and list creation ▪ Targeting method adjustments • Campaign Strategy and Management <ul style="list-style-type: none"> ◦ Keyword analysis and development ◦ Continuous keyword research to build and grow the PPC keyword list ◦ Filter negative keywords and avoid bidding on irrelevant terms ◦ Site & call conversion tracking ◦ Segment keyword groups by match type, device, location, etc. • Ad Generation, Creative, and Animation <ul style="list-style-type: none"> ◦ The following ads may be utilized that includes custom copy generation with multiple versions as well as designed static & animated ads: <ul style="list-style-type: none"> ▪ Search ▪ Display ▪ Remarketing ▪ YouTube Ads • Monitor Campaigns <ul style="list-style-type: none"> ◦ Daily paid search monitoring & optimization ◦ Split-testing of ad copy to the increase the CTR ◦ Split-testing of landing pages to increase the conversion rate ◦ Monthly reporting & analytics diagnosis ◦ Recommendations for revisions or opportunity to maximize click 	\$675

Description	Subtotal
SOCIAL MEDIA ADS	\$675
Versa's management fee for up to \$2,000 total monthly ad spend on Facebook and Instagram that includes:	
<u>Ad Fee Breakdown Sheet</u> - Versa’s management fees are based on a percentage of total ad spend.	
<ul style="list-style-type: none">Initial Setup & Optimization<ul style="list-style-type: none">The first month goes towards the initial setup and optimization of Meta ad accounts:<ul style="list-style-type: none">Audience targeting<ul style="list-style-type: none">LocationDemographicInterestsBehaviorsEngagementAd creationCampaign Strategy and Management<ul style="list-style-type: none">Monitor CampaignsTarget adsManage social media campaignsDetermine target audiencePerform keyword and audience researchOptimize campaign based on ad conversion trackingCreate multiple ad designsOptimize ad images based on successful campaignsAd Generation, Creative, and Animation<ul style="list-style-type: none">Types of ads may include:<ul style="list-style-type: none">FollowerTrafficBrand AwarenessEngagementLeadPromotionsOtherMonitor Campaigns<ul style="list-style-type: none">Monthly reportingRecommendations for revisions or opportunities to maximize click	



Description	Subtotal
TRADITIONAL MEDIA	
<i>Versa's 14% management fee for total media spend includes:</i>	
<ul style="list-style-type: none">• <i>Research for local media opportunities</i><ul style="list-style-type: none">◦ <i>Including Radio, TV, OTT, Billboard, Print, Community events/grassroots, etc.</i>• <i>Outreach and negotiation for best rate and added value</i>• <i>Presentation of opportunities</i>• <i>Determining the best media outlet</i>• <i>Final negotiation and purchasing</i>• <i>Reporting advertising campaign results</i>	
<i>Check out our latest demo reel here for our production and creative capabilities</i>	
Total	\$2,110



NEXT STEPS

1. Please read all details of this agreement and ensure you understand the working agreement between you and Versa Creative. We strive for transparency from the beginning to facilitate an effective working relationship. If you have questions, please reach out so we can clarify any points. We are committed to discovering the best way to work together.
2. When you are ready to move forward, provide your electronic or handwritten signature below. Once both parties have signed this agreement, you will receive a copy for your records.
3. We will be in contact shortly to discuss the next steps. Thank you for choosing Versa Creative, and we are excited to work with you!


 Abby Bannon

Abby Bannon

Lead Client Services Specialist


 Robert Hall

Robert Hall

Prairie View A&M University

Conditions

- The first month will go towards the initial set-up, required for all ongoing retainers.
- If needed, additional mock-ups and iterations may be provided. Excessive iterations, as determined by Versa, will affect the scope of the project and may have an impact on the time frame and fees.
- When applicable, all paid digital advertising campaigns such as Google Ads (PPC) and Social Media Ads will be managed through Versa Creative's ad management accounts and will remain the property of Versa Creative.
- Pricing only valid for 90 days after the proposal is issued. This proposal was issued on Not yet submitted
- Stock music, stock footage, voice over, and stock photography utilizing Versa's library and talent is included. Any other requested music, footage, voiceover, or photography must be provided by the client.
- All third party costs not included.



INVOICING:

Invoicing will be determined based on Prairie View A&M University services selection. For all fixed bids, Versa requires **50% initial payment** upon contract signing and the remaining 50% payment prior to the delivery of finalized files. For all retainers, first month's payment is required upon contract signing and before beginning work.

By completing and signing this contract, Prairie View A&M University authorizes Versa Creative to debit the payment method on file. You will be charged the agreed upon/contracted amount each billing period, which is the 1st each month, or otherwise specified. A receipt for each payment will be provided to you and the charge will appear on your credit card or bank statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 15 calendar days prior to the payment being collected. There is a 2.99% convenience fee on all credit card transactions.

CONTRACT TERMS:

The performance of the services described in this letter agreement will be governed by the contractual terms included in Appendix I and Prairie View A&M University Vendor Contract Addendum, which is incorporated herein by reference. These Contract Terms shall govern the obligations of Versa Creative and Prairie View A&M University in the performance of

the services described in this proposal. In the event of any conflict between the terms of this Agreement and the Vendor Contract Addendum, the Vendor Contract Addendum shall prevail and govern. The length of this contract term is 1 calendar year, beginning upon contract signing. If this project surpasses the provided project timeline by over 90 days due to delays on the client's end, Versa Creative will charge a \$240/monthly project maintenance fee until the project is completed.

AGREEMENT:

ACCEPTANCE OF PROPOSAL: The prices, specifications and standard terms detailed within this proposal are satisfactory and are hereby accepted. By signing this agreement, Prairie View A&M University hereby authorizes Versa Creative to do the work as specified and detailed above. Payment will be made as outlined previously.



CONTRACT TERMS

APPENDIX I - CONTRACT TERMS

1. **PAYMENT:** Prairie View A&M University (referred to as the Customer) will pay Versa Creative in accordance with the terms of the Proposal (referred to as the Engagement Letter), as amended or supplemented from time to time by mutual agreement of the parties. The Customer also will reimburse Versa Creative's reasonable expenses incurred in connection with the services. Unless otherwise provided in the Engagement Letter, the Customer agrees to pay each invoice for fees and/or expenses rendered by Versa Creative as emailed or mailed by Versa Creative (the "Due Date"). Versa Creative, at its sole option, may suspend further performance of any and all its duties and obligations hereunder until all outstanding invoices are fully paid. Any such suspension by Versa Creative shall extend any deadlines for performance by Versa Creative of its duties and obligations for a time period equal to the time elapsed from the date of Versa Creative's suspension of performance to the date Versa Creative receives full payment for all outstanding invoices.

2. **HIRING OF PERSONNEL:** During the term of this Engagement Letter, each party agrees not to hire the other party's employees without the prior written consent of the other party.

3. **TERMINATION:** Either party may terminate this Engagement Letter if a default by the other party under this Engagement Letter remains uncured for more than ninety (90) calendar days after the defaulting party is notified in writing of the default, including, but not limited to, the failure of the Customer to pay invoices by their Due Dates as provided by Section 1. Prairie View A&M University can terminate for convenience and breach.

4. **EFFECT:** If this Engagement Letter is terminated for any reason, the Customer shall immediately pay Versa Creative for all services performed by Versa Creative under this Engagement Letter through the date of termination. If Versa Creative terminates this Engagement Letter due to a default by the Customer, the Customer shall immediately return to Versa Creative, and cease all further use of, all deliverables and all copies of any documents, magnetically encoded materials and other materials furnished to the Customer or used by Versa Creative in rendering such services (except for completed and accepted deliverables for which full payment has been made),



including, but not limited to, Versa Creative's technology, software, drawings, flow charts, structure charts, photographs, digital files, documentation, and recording media. Upon termination of this Engagement Letter by Versa Creative due to a default by the Customer prior to the completion of the term of this Engagement Letter, (1) any license granted to the Customer under Section 7 of this Engagement Letter shall be terminated, and (2) as to any deliverable for which full payment has not been made, any assignment granted to the Customer under this Engagement Letter shall be revoked, and the Customer agrees to reassign any rights granted (by Versa Creative to the Customer) to Versa Creative. If the Customer terminates this Engagement Letter due to a default by Versa Creative, Versa Creative shall deliver to the Customer all deliverables developed for the Customer pursuant to this Engagement Letter for which the Customer has paid; provided, however, that such delivery shall not give the Customer or any third party any right, title or interest in any Confidential Information, intellectual property or trademark of Versa Creative except as provided by Section 6.

5. CONFIDENTIAL INFORMATION: "Confidential Information" of Versa Creative or the Customer means any nonpublic, proprietary information or technology used in each party's respective business, and any materials evidencing the same. Confidential Information includes the terms of the Engagement Letter. Unless approved in advance in writing, neither Versa Creative nor the Customer, nor any of their respective employees, will disclose, transfer, distribute or allow access to any Confidential Information of the other party to any of its employees (except those who have a need to know such Confidential Information in order to give effect to the parties' discussions and mutually intended purpose) or to any third party. Confidential Information will not be used or copied except in accordance with the Engagement Letter. Each party shall employ the same efforts to protect the other party's Confidential Information that it applies to protect its own Confidential Information. Such efforts shall be at least commercially reasonable. If either party causes an unauthorized disclosure of the other party's Confidential Information (hereafter, a "Disclosing Party"), the Disclosing Party shall immediately report the disclosure to the other party (the "Injured Party") and shall assist the Injured Party in limiting the resulting infringement of its rights. The Disclosing Party shall cooperate in prosecuting any claims against third parties for unauthorized use and shall bear all costs associated with pursuing those claims. Because the Injured Party whose Confidential Information has been disclosed will not have an adequate remedy in money or damages, such Injured Party shall be entitled to obtain an injunction prohibiting the further breach of the Engagement Letter and this nondisclosure covenant without the necessity of posting bond, even if otherwise required. Upon the conclusion of any particular discussions between Versa Creative and the Customer, each party shall promptly return to the other party all

copies of the other party's written Confidential Information received for such purpose in its possession. Each party's obligations with respect to the Confidential Information shall survive the completion of the applicable discussions for a period.

6. RIGHTS IN TECHNOLOGY: The Customer and Versa Creative agree that all Confidential Information and Technology of each party shall be the sole and exclusive property of such party and further agree not to assert any ownership rights in such Confidential Information or Technology of the other party. "Technology" means any creations, developments, inventions or technical information created, developed, invented or acquired by or for a party before the effective date of the Engagement Letter including all know-how, trade secrets, copyrights and patentable inventions embodied in such creations, developments, inventions or technical information. "Client Technology" is any Technology owned by the Customer and "Versa Creative Technology" is any Technology owned by Versa Creative, which also shall include but not be limited to, any technical information, techniques, procedures, software, software development tools, methodologies, and routines used in the creation of computer software and certain functionality thereof, which are and have been developed and used by Versa Creative in the regular course of its business, including such items developed under this Engagement Letter.

7. LICENSE TO THE CUSTOMER OF VERSA CREATIVE TECHNOLOGY AND DIGITAL FILES: Subject to Versa Creative's right to terminate this Engagement Letter due to a default by the Customer, and effective upon the Customer's acceptance of and payment for a deliverable, Versa Creative grants the Customer a royalty-free, non-transferable, nonexclusive, perpetual, worldwide license to distribute, copy, and use any Versa Creative Technology contained in such deliverable. If the project description does not expressly provide that Versa Creative shall deliver source code or digital files to the Customer for such deliverable, the license granted in this Section 7 shall not include the right to translate, or make derivative works from, any Versa Creative Technology or contained in such deliverable, nor shall it permit the Customer to decompile or disassemble such deliverable. If the project description does expressly provide that Versa Creative shall deliver source code or digital files to the Customer for a particular deliverable, the license granted in this Section 7 shall include the right to translate, make derivative works of, decompile, and disassemble only that part of such deliverable for which source code or digital file is provided.

8. ASSIGNMENT OF COPYRIGHT: Until full payment has been made, Versa Creative retains ownership of all original Work Product or parts contained therein, whether preliminary or final. "Work Product" means all digital files, HTML files, ASPX files, graphics files, animation files, and data files prepared for the Customer by Versa Creative in accordance with the terms of this Agreement. Upon full payment, the Customer shall obtain ownership of the final Work Product to use and distribute as they see fit. Versa Creative retains the right to use the completed Work Product and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the Customer will be given any necessary credit for usage of the Work Product. Copyrights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners.

9. COPYRIGHTS AND TRADEMARKS: The Customer represents and unconditionally guarantees to Versa Creative that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Versa Creative for inclusion in the printed material or website are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements. Any trademarks, trade names, service marks, brand names, logos, trademark and service mark registrations and applications and other trade designations (including unregistered names and marks) owned by either party shall remain the sole and exclusive property of that party.

10. INDEPENDENT CONTRACTOR: The Customer acknowledges and agrees that all services performed by Versa Creative under the Engagement Letter, including without limitation, the creation, development and delivery of deliverables, are or will be performed by Versa Creative as an independent contractor.

11. LIMITATION OF LIABILITY

a. **No Special Damages:** Neither party will be liable to the other party for indirect, special, incidental, punitive or consequential damages (including without limitation, damages resulting from loss of profits, data or records of the Customer), even if such party has been notified of the possibility or likelihood of such damages.

b. **Disclaimer of Additional Warranties:** Versa Creative MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR THAT SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. SUCH ADDITIONAL WARRANTIES ARE HEREBY DISCLAIMED AND DENIED FOR ALL PURPOSES.

c. **Force Majeure.** Neither party will be liable to the other party for any failure or delay caused by events beyond its control, and such failure or delay will not constitute a default hereunder. Versa Creative Group will not be responsible for ensuring adequate back-up and storage procedures for the Customer's data and records.

d. **APPLICATIONS:** THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 SHALL APPLY TO CLAIMS OF EVERY KIND, WHETHER BASED ON CONTRACT LAW, TORT LAW OR OTHERWISE, EVEN IF THESE LIMITATIONS HAVE THE EFFECT OF EXCULPATING A PARTY FROM RESPONSIBILITY FOR ITS NEGLIGENCE, FAULT OR OTHER CONDUCT.

12. **PRESS RELEASE AND PUBLICITY:** From time to time and subject to the Customer's approval, Versa Creative may issue press releases or otherwise publicize the services rendered by Versa Creative to the Customer. Versa Creative and the Customer may issue a joint press release announcing the Customer's hiring of Versa Creative to provide Services pursuant to this Engagement Letter. Thereafter, Versa Creative shall reference the Customer on Versa Creative's website, in presentations to clients and prospective clients, and in interviews with the media during the term of this Engagement Letter. If the Services provided by Versa Creative under this Engagement Letter include

the development or substantial revision of the Customer's web site, Versa Creative may place a notice on the Customer's end deliverable similar to "Designed by Versa Creative", subject to the Customer's approval regarding size, placement, and the exact wording of such notice.

13. VENDOR RELATIONSHIPS: As is customary in our industry, Versa Creative has relationships with various vendors which are in the business of developing hardware and software products, or providing certain services. Versa Creative has entered into agreements with many of these vendors, some of which may entitle Versa Creative to receive certain benefits (for example, in the form of discounts, cash or equipment) as a result of Versa Creative recommending the use of that certain vendor's products or services.

14. DISPUTE RESOLUTION: In the event of a dispute between the parties related to or arising out of services performed pursuant to the Engagement Letter.



TOGETHER,
LET'S SHARE WHAT MAKES YOUR ORGANIZATION
SPECIAL WITH THE WORLD.

THANK YOU

HOUSTON

7600 W TIDWELL RD. SUITE 810
HOUSTON, TEXAS 77040
832.831.7590

DALLAS

325 N ST. PAUL ST. SUITE 3100
DALLAS, TEXAS 75201
214.253.2699

	December	January	February	March	April	May	June	July	August	September	October	November	December	Total
Agency Fees														
Account Manager	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 3,705.00
Professional Services	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 6,175.00
Social Media Ad Maintenance	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 8,775.00
PPC/Google Maintenance	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	\$ 675.00	-	-	-	-	-	-	\$ 4,725.00
Total Fees	\$ 2,110.00	\$ 2,110.00	\$ 2,110.00	\$ 2,110.00	\$ 2,110.00	\$ 2,110.00	\$ 2,110.00	\$ 1,435.00	\$ 1,435.00	\$ 1,435.00	\$ 1,435.00	\$ 1,435.00	\$ 1,435.00	\$ 23,380.00
Hard Cost for Ad Spend														
Social Media Ad Spend	Setup	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 30,000.00
PPC / Google Ad Spend	Setup	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	-	-	-	-	-	-	\$ 12,000.00
Total Ad Spend	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 42,000.00
													Grand Total	\$ 65,380.00

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Appendix I – Contract Terms** (“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 **Versa Creative Group LLC**, a Texas limited liability company, (“PROVIDER”) dated December 15, 2025. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and PROVIDER 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, PROVIDER 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 PROVIDER under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER 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 PROVIDER's service to PVAMU. Except as specifically required under the terms of this Agreement, PROVIDER (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, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER 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. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

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

Non-Assignment. PROVIDER 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 PROVIDER 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
Marketing & Communication
100 University Drive
Prairie View, Texas 77446
Attention: Alexandra Chapman
Telephone: 936-261-2108
Email: aychapman@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

PROVIDER:

Versa Creative Group LLC
7600 W Tidwell Rd. Suite 810 Houston, TX 77040
Houston, TX 77040
Attention: Abby Bannon
Telephone: 832-831-7590
Email: abannon@versacreative.com

Organization. If PROVIDER is a business entity, PROVIDER 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 PROVIDER has been duly authorized to act for and bind PROVIDER. Upon PVAMU's request, PROVIDER shall promptly deliver to PROVIDER (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 PROVIDER for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse PVAMU for all advance payments paid by PVAMU to PROVIDER that were (i) not earned by PROVIDER prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from PROVIDER 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 PROVIDER. 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

Conflict of Interest. PROVIDER 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 PROVIDER or in the transaction that is the subject of this Agreement.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, PROVIDER 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 PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER 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 PROVIDER's claim and any counterclaim and negotiate with PROVIDER 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 PROVIDER is providing goods to PVAMU under this Agreement, PROVIDER 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. PROVIDER represents and warrants that PROVIDER 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. PROVIDER 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, PROVIDER will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER 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 PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER 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 PROVIDER and PVAMU may terminate this Agreement without further duty or obligation hereunder. PROVIDER 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 PROVIDER for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. PROVIDER 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 PROVIDER 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*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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. PROVIDER 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 PROVIDER is an individual, by signing this Agreement, PROVIDER 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. PROVIDER 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*. PROVIDER 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. PROVIDER 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, PROVIDER 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. PROVIDER 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 PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor’s Office. PROVIDER 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. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER 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 PROVIDER upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

Robert Hall

Signature

Robert Hall

Name

Director, Procurement and Contract Admin

Title

1/14/2026 | 8:53 PM CST

Date

VERSA CREATIVE GROUP LLC

Abby Bannon

Signature

Abby Bannon

Name

Lead Client Services Specialists

Title

12/15/2025

Date