



Service Agreement

Customer Name	
Prairie View A&M University	
Street Address	City
FM 1098 Road & University Drive	Prairie View

In this Service Agreement (the "Agreement") dated effective January 2, 2026 (the "Effective Date"), "Customer" refers to the organization named above and "CampusOptics" refers to CampusOptics, Inc., 9442 Capital of Texas Highway North, Suite 225, Austin, Texas 78759. CampusOptics offers access to a fully hosted system that assists in automating processes and data related to environmental health and safety compliance (the "CampusOptics System"). The CampusOptics System is offered as a software as a service (SaaS), which is centrally hosted by CampusOptics and accessed by Customer remotely via the Internet.

Customer agrees to contract for use of the CampusOptics System and the Services (as defined below), subject to the terms of this Agreement. In consideration of the mutual rights and obligations in this Agreement, the parties agree as follows:

1) SERVICES. During the term of this Agreement, provided timely payment of the applicable fees by Customer, CampusOptics shall provide Customer with access to the CampusOptics System as described in the attached Exhibit A (the "SaaS Services") along with the other services described in Exhibit A (collectively, the "Services"). Customer authorizes CampusOptics to provide the Services and agrees to pay the associated fees as set forth in Exhibit A and any additional Exhibits or Statements of Work (SOW) that the parties may agree to from time to time.

2) TERM OF AGREEMENT. This Agreement shall extend for twelve (12) months (the "Initial Term") from the Effective Date and may be renewed for four (4) additional one (1) year terms upon mutual written agreement between the parties (each, a "Renewal Term"), provided that the total term does not exceed five (5) years from the effective date. Either party may terminate this Agreement if the other party commits a material breach of the Agreement and the breach is not cured within thirty (30) days of that party receiving written notice of such breach. Termination does not affect Customer's obligation to pay for Services already provided by CampusOptics.

3) GENERAL PROVISIONS.

a) **Confidential Information.** "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under common or other applicable law, including Customer's building and asset information, safety incident and issue information, Customer's and CampusOptics's forms, CampusOptics's software used to deliver the CampusOptics System, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to that party's attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and using at least the same degree of care it uses to protect its own Confidential Information. Information is not Confidential Information if the receiving party can clearly show that it (i) became known to the receiving party without obligation of confidentiality prior to receipt from the disclosing party or becomes known to the receiving party without obligation of confidentiality, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. In addition, neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts. Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the CampusOptics System or other CampusOptics materials provided to Customer shall be owned by CampusOptics, and Customer hereby agrees to assign any such rights to CampusOptics. Nothing in this Agreement shall preclude CampusOptics from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by CampusOptics in the performance of Services hereunder.

b) **Access by Individuals with Disabilities.** Provider represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). Provider shall promptly

respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Provider fails or is unable to do so, PVAMU may immediately terminate this Agreement.

c) Intellectual Property. The Services, including the software used by CampusOptics to deliver the CampusOptics System to Customer, embodies valuable trade secrets and proprietary rights of CampusOptics and is protected under applicable patent, copyright, and/or trade secret law. Except as otherwise provided herein, CampusOptics has all right, title, and interest to all types of intellectual property embodied in the Services, including but not limited to new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and/or trade secret law (“Intellectual Property”), conceived, discovered, and/or developed, in whole or in part, by CampusOptics in the performance of this Agreement.

d) Cloud Computing Services. As of the Effective Date, Provider certifies that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2063.408, Texas Government Code, Provider shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Provider shall provide PVAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of PVAMU’s request. In the event that Provider fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, PVAMU may immediately terminate this Agreement, and Provider will provide a refund to PVAMU of any prepaid fees.

e) Limited License. Subject to the terms of this Agreement, CampusOptics grants Customer a limited, non-exclusive, non-transferable license to access the CampusOptics System and to use CampusOptics’s relevant Intellectual Property during the term of this Agreement solely in connection with the CampusOptics System for Customer’s own internal purposes. Customer shall not sell, market, rent, or re-license any aspect of the Intellectual Property. Customer obtains no ownership rights or any other rights in the Intellectual Property, other than those specified herein. Customer grants CampusOptics a license to use Customer’s transactional and performance data related to Customer’s use of the CampusOptics System (e.g., statistical information about the number of inspections completed) solely on an aggregated and de-identified basis as part of CampusOptics’s overall statistics for marketing and analytical purposes, provided that CampusOptics does not reveal Customer’s Confidential Information.

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

g) Transferability. Neither party may transfer, assign, or otherwise dispose of this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, except that CampusOptics may assign this Agreement to any successor to all or substantially all of its assets or business, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

h) Independent Contractor. The relationship of CampusOptics and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish CampusOptics as a fire and life safety or environmental health and safety consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to any fiduciary obligations between the parties.

i) Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

j) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or representations, oral or written. The terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement shall not be binding on CampusOptics. Except as otherwise provided herein, this Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. The titles

of sections and subsections are for convenience only and are not to be used in construing any term herein.

k) Counterparts and Facsimile or Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature.

l) Partial Invalidity/Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed, so far as is reasonable and possible, as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein or in a manner that is reasonable and reflects the intent of the parties hereto. 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.

m) 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.

n) 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.

o) 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.

p) 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.

q) 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.

r) 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.

s) Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including ~~not~~ 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.

t) 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.

u) 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.

v) 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.

w) 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.

x) 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.

y) 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.

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

aa) 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.

bb) 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.

cc) 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
Risk Management & Safety
PO Box 519 MS 1310
Prairie View, TX 77446
Attention: Crystal Giles
Telephone: 936-261-1747
Email: crystal.giles@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:

CampusOptics
9442 North Capital of Texas Hwy Suite 225
Austin, TX 78759
Attention: Paul Shafer
Telephone: (512) 689-1583
Email: pshafer@campusoptics.com

4) WARRANTIES, RESPONSIBILITIES, AND LIMITATIONS.

- a) Limited Warranty. CampusOptics warrants that CampusOptics will use commercially reasonable efforts to fulfill its obligations under this Agreement. CampusOptics does not warrant that its Services are or will be error free. CampusOptics further does not warrant that its electronic files containing information pertaining to Customer are not susceptible to intrusion, attack or computer virus infection, but given the confidential nature of much of this data, CampusOptics will use commercially reasonable efforts to insure and safeguard the security of this data. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, CAMPUSOPTICS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, GOOD TITLE, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- b) Exclusive Remedies. For any breach of the warranties set forth in Section 4(a), CampusOptics's entire liability and Customer's exclusive remedy shall be correction of the errors that cause the breach, or if CampusOptics is unable to provide Services as warranted, Customer shall be entitled to credit for the fees for the non-performing Services for the period of non-performance.
- c) No Liability for Customer Procedures. CampusOptics carries out procedures and hosts forms specified solely by Customer, and CampusOptics expressly denies all liability for CampusOptics's implementation of Customer's procedures and forms including, but not limited to, procedures and forms related to Customer's inspections, assets, inventories, hazardous waste, trainings, safety plans, permits, drills, issues, or incidents. Customer is solely responsible for determining the scope and extent of the Services provided by CampusOptics, and Customer is entirely responsible for reviewing the Services provided by CampusOptics on Customer's behalf to ensure compliance with Customer's procedures. CampusOptics makes no attempt to determine or advise as to whether Customer's procedures and forms comply with any set of codes, policies, or statutory or regulatory requirements, including but not limited to any *RR*.

policy, statutory, or regulatory requirements related to inspections, assets, inventories, hazardous waste, trainings, safety plans, permits, drills, issues, or incidents or otherwise conducting any safety task or procedures, or any federal, state, or local, codes, policies, statutes, or regulations governing such procedures, forms, or related tasks. To the extent, however, that Customer's procedures or criteria clearly violate any of these policies, codes, or laws, CampusOptics reserves the right to refuse to implement such procedures or requirements. Furthermore, Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and ownership of all data that it submits to the CampusOptics System.

d) 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.

e) Customer's Responsibility. To the extent permitted by applicable law, Customer will be responsible for and will reimburse CampusOptics for all costs and expenses incurred by CampusOptics (including, without limitation, reasonable attorney's fees, expenses of litigation and damages) arising from Customer's or its officers' or employees' negligence, CampusOptics's implementation of Customer's procedures in accordance with this Agreement, the violation by Customer's employees of any applicable statutory or regulatory requirements, a claim by any third-party for the procedures or the acts or omissions of Customer's officers, employees or agents, or any claim by a third-party that Customer's use of any code, form, or policy within the CampusOptics System infringes upon or violates any copyright or similar proprietary right of such third-party.

f) Indemnification. Subject to the statutory duties of the Texas Attorney General and the limitations set forth in Section 4(h) of this Agreement, 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 Indemnities (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.

g) Copyrighted Materials. Customer will not use the CampusOptics System to display, distribute, transmit, or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party. CampusOptics reserves the right to take down all content entered into or uploaded to the CampusOptics System by Customer at any time if CampusOptics believes that Customer is in violation of this Section. 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.

h) CampusOptics's Limited Liability. CUSTOMER AGREES THAT REGARDLESS OF THE FORM OF ANY CLAIM CUSTOMER MAY HAVE UNDER THIS AGREEMENT OR OTHERWISE, CAMPUSOPTICS'S LIABILITY FOR DAMAGES TO CUSTOMER WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. CampusOptics will not be liable for damages arising from any breach, unauthorized access, misuse of, or intrusion into Customer's data residing on CampusOptics's equipment that it can demonstrate could not have been prevented with commercially reasonable efforts. CAMPUSOPTICS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTY, EVEN IF CAMPUSOPTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

i) 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.

j) Insurance. Provider shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit B hereof.

By: <u>Robert Hall</u>	1/15/2026 7:48 AM CST	By: <u>Joe Price</u>	1/14/2026 2:37 PM PST
Authorized Customer Signature	Date	CampusOptics Signature	Date
<u>Robert Hall</u>	<u>Director, Procurement and Contract Admin</u>	<u>Joe Price</u>	<u>CEO</u>
Printed Name	Title	Printed Name	Title