



This Subscription Agreement (including the Terms and Conditions, and all Exhibits, collectively this “Agreement”) is effective as of DATE (the “Effective Date”) and is between the following persons (each a “Party” and, collectively, the “Parties”).

<p>InfoReady Corporation, a Michigan corporation                  (“<b>InfoReady</b>”)                  455 E. Eisenhower Pkwy, Ste. 300                  Ann Arbor, MI 48108                  Phone: 734-929-0010                  Fax: 734-477-7100</p>	<p>(“<b>Customer</b>”)                  Prairie View A&amp;M University                  100 University Drive,                  Prairie View, TX 77446                  Attn: Ramaswamy Krishnamoorthi                  Phone: PHONE                  Email: <a href="mailto:rkrishnamoorthi@pvamu.edu">rkrishnamoorthi@pvamu.edu</a></p> <p><b>Billing:</b>                  Prairie View A&amp;M University                  P.O. Box 519; MS 1311                  Prairie View, TX 77446-0519                  Attention: Accounts Payable                  Email: <a href="mailto:payables@pvamu.edu">payables@pvamu.edu</a></p>
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This Agreement applies to all InfoReady software-as-a-service (“SaaS”) products branded under the InfoReady Platform, as further described within the Exhibits (collectively, the “Service”). The features and functionality of the Service may vary depending on the configuration or level of the Service provided pursuant to this Agreement.

**TERMS AND CONDITIONS**

**1. Service.**

InfoReady will, during the Term, use commercially reasonable efforts to provide the Service to Customer for the consideration set forth on within the Exhibits to this Agreement (the “Fees”). If Customer has ordered additional implementation services or other professional services, those services, and the fees for those services, will be set forth on within the Exhibits to this Agreement. The Service will include such bug fixes, updates, and enhancements thereto as InfoReady makes available from time to time to its SaaS customers generally, but does not include additions of functionality for which InfoReady charges additional fees to its customers generally. InfoReady will make available the Service at the outermost point on InfoReady’s public Internet firewall. Customer must provide its own connectivity to the Internet and such hardware and software as may be specified in the Documentation or otherwise necessary to use the Service.

**2. Term and Termination.**

2.1. The initial term of this Agreement shall commence upon the Effective Date and continue for one year thereafter unless expressly stated in the exhibits or addenda to the Agreement (the “Initial Term”). The Agreement shall be renewed for successive one-year periods (each such period a “Renewal Term” and together with the Initial Term, being the “Term”), unless (a) both Parties agree to a different length of time for any subsequent Renewal Term, or (b) if one or both Parties terminate the Agreement early in accordance with the terms of this Agreement, or (c) either Party notifies the other Party, prior to 90 days before

the end of the Term, of a decision to terminate the Agreement at the end of the Term.

2.2. Either Party may terminate this Agreement prior to the end of the Term if:

- (a) The other Party materially defaults in any obligation under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice thereof, except in the case of non-payment of fees, for which the cure period shall be ten (10) days; or
- (b) The other Party becomes unable to pay its debts as they become due, ceases to do business in the ordinary course, dissolves, winds up its business, or commences dissolution or winding up proceedings, or makes any assignment generally for the benefit of creditors.

2.3. Upon termination of this Agreement, Customer will cease all use of the Service and destroy any Documentation and/or copies of the Service in Customer’s possession or control.

**3. Restrictions.** Customer may not, and may not allow any third party to:

- 3.1. Copy any portion of the Service;
- 3.2. Decompile, disassemble, decrypt, or reverse engineer the Service or attempt to derive the source code for any part of the Service;



- 3.3. Encumber any right in the Service in favor of a third party, whether by agreement, operation of law, or otherwise;
- 3.4. Remove from the Service or any Documentation any product identification or proprietary rights notices;
- 3.5. Sell, lease, lend, or sublicense the Service or the Documentation to any affiliated medical research institution, additional campus, affiliated government research organization, affiliated research institute, or third party;
- 3.6. Use the Service for timesharing or service bureau purposes;
- 3.7. Use the Service to impersonate any person or entity, or misrepresent Customer's affiliation with any person or entity;
- 3.8. Knowingly upload or otherwise transmit, in connection with the Service, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 3.9. Knowingly interfere with or disrupt the Service or servers or networks used in connection with the Service;
- 3.10. Modify or create derivative works of the Service (except that Customer's code written to published Application Program Interfaces (APIs) will not be deemed a derivative work); or
- 3.11. Otherwise use or copy the Service or Documentation except as expressly provided in this Agreement.

#### **4. Payment Terms.**

- 4.1. Payment Terms. The Fees will be invoiced by InfoReady and all payments are due within thirty (30) days after the date of the applicable invoice. For all amounts not paid when due, Customer shall pay an additional charge equal to one and one-half percent (1.5%) of such amounts per month or partial month during which such amounts were owed and unpaid. Customer shall also reimburse InfoReady for all expenses incurred by InfoReady in exercising any of its rights under this Agreement or applicable law with respect to a default in payment or other breach of this Agreement by Customer, including reasonable attorney fees and the fees of any collection agency retained by InfoReady.
- 4.2. Taxes. Amounts payable by Customer hereunder do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries based on the licenses or services provided under this Agreement or Customer's use thereof. Customer shall pay all such taxes or tariffs as may be imposed upon InfoReady or Customer, except income taxes imposed on InfoReady by the United States of America or any state or local government therein. Customer will be invoiced for, and Customer shall pay, any such taxes or tariffs if InfoReady is required to pay them on Customer's behalf.
- 4.3. Failure to Pay. Customer acknowledges that its failure to pay timely any of the fees payable hereunder, or any portion thereof, will be a material breach of this Agreement for which InfoReady

may, in addition to pursuing all other remedies, withhold or suspend the Service and/or terminate this Agreement.

- 4.4. Price Increases. InfoReady reserves the right to increase the license amount for new Renewal Terms and must provide reasonable notice that the license amount will be increasing.
- 4.5. Fiscal Agency. The Research Foundation is the fiscal agent of payor on the agreement.

#### **5. Customer Data.**

- 5.1. "Customer Data" means any data, information or material proprietary to Customer and provided or submitted by Customer in the course of using the Service.
- 5.2. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. By submitting Customer Data in connection with the Service, Customer warrants that: (i) Customer is the owner of such Customer Data, or has been granted all the rights necessary from the owner of the Customer Data to submit such Customer Data using the application, or the content belongs to public domain, and (ii) the use of the Customer Data by InfoReady in connection with the Service will not infringe or misappropriate the intellectual property rights of, or otherwise violate the rights of, any third party.
- 5.3. Notwithstanding the foregoing, InfoReady may use, retain, and reproduce any Customer Data for the sole purpose of fulfilling its obligations under this Agreement to Customer, including, but not limited to, Customer Data:
  - (a) That pertains to the technical and operational functionality of the Service;
  - (b) That is necessary or useful in assisting InfoReady in the diagnosis or correction of services performed, preparation of billing statements, the evaluation of its software or services, or any improvements, upgrades or enhancements thereto, or the compilation of statistical or performance information; or
  - (c) That is in aggregated, anonymous format (i.e., so that (i) Customer cannot be identified as the source of the Customer Data, and (ii) InfoReady does not identify Customer as a source of the Customer Data). This data shall be used for the following purposes: system usage, usage trends, and billing. No identifiable data from applications shall be referenced or extracted from the system or viewed by anyone outside of the client.
- 5.4. In the event this Agreement is terminated, if Customer so requests at the time of termination and within its termination notice, InfoReady shall make available to Customer a file of the Customer Data in a useable format within thirty (30) days after the date of termination.

#### **6. Access, Passwords and Security.**



Customer may designate up to the number of users under Customer's account set forth on within the Exhibits to this Agreement, and Customer may permit use of the Service and its user names and passwords only to such users. Upon exceeding the number of permitted users, the Customer will be responsible for additional, prorated, expenses incurred. Customer will be responsible for the confidentiality and use of Customer's user names and passwords. Customer will be responsible for all electronic communications, including account registration and other account holder information, email, and data, including any Customer Data, ("Electronic Communications") transmitted through or under Customer's user names and passwords. InfoReady will treat all Electronic Communications received from Customer's user names as though they have been sent by Customer. Customer agrees to notify InfoReady immediately if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's user names or passwords.

the Documentation at the outermost point on InfoReady's public Internet firewall.

## 7. Third Party Links.

The Service provides links to other web sites or resources. Customer acknowledges and agrees that InfoReady is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials provided on or available from such sites or resources.

## 8. Reservation of Rights in Technology. Except for the rights expressly granted in this Agreement:

8.1. All right, title, and interest in and relating in any manner to the Service, and all software, applications, technology, and procedures developed or provided by InfoReady and media and documentation thereto, including graphical user interface designs, formats, and graphics relating to the Service, will be and remain the property of InfoReady, including all intellectual property rights therein (the "Technology").

8.2. Customer agrees that any and all proprietary rights to the Technology, as it existed as of the date hereof and as it may be modified hereafter, including patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of InfoReady, free from any claim or retention of rights thereto on the part of Customer, and Customer hereby assigns to InfoReady any rights it may have in any of the foregoing.

8.3. In no event whatsoever shall the provision of access to the Service or any services under this Agreement transfer any ownership or similar rights or interests in or to the Technology to Customer.

## 9. Warranty and Limitation of Liability.

### 9.1. Warranty.

#### (a) Definitions.

- (i) The Service is "Available" if substantially all of its functionality is available and functional as stated in

(ii) "Force Majeure Downtime" means time during which the Service is not available due to circumstances beyond the control of InfoReady, as described in Section 12.9.

(iii) "Scheduled Downtime" means up to four hours per month, of which InfoReady gives to Customer at least 24 hours' notice. InfoReady may give such notice by posting on the Service or on a maintenance or support section of an online resource to which Customer has access.

(iv) "Availability Percentage" for the Service is measured each calendar month and is the percentage of time during which either the Service is Available, Scheduled Downtime is occurring, or the Service is subject to Force Majeure Downtime.

#### (b) Warranty.

(i) InfoReady warrants that the Service will meet or exceed an Availability Percentage of 99% (the "Availability Warranty").

(ii) No warranty will apply to the extent that any failure of the Service is caused by Customer's failure to operate the Service in accordance with the Documentation or any Customer change or revision to the Service.

### 9.2. Disclaimer of Other Warranties. Except as expressly warranted in Section 9.1, which warranties are limited warranties and the only warranties provided to Customer:

(a) THE SERVICE IS PROVIDED STRICTLY "AS IS," AND INFOREADY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO ANY SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

(b) INFOREADY DOES NOT WARRANT THAT THE SERVICE WILL MEET ANY CUSTOMER REQUIREMENTS NOT SET FORTH HEREIN, THAT THE SERVICE WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER MAY SELECT FOR USE, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.



## 10. **Confidentiality.**

10.1. **Definition.** In the course of use of the Service, either Party (a "Disclosing Party") may provide certain of its Confidential Information to the other Party (a "Receiving Party"). For purposes of this Agreement, "Confidential Information" means and shall be limited to, information or any portion of any information that constitutes a "trade secret" within the meaning of Michigan's uniform trade secrets act, and any information that is an educational record as that term is defined by the federal Family Educational Rights and Privacy Act (FERPA). All Disclosing Party Confidential Information will remain the property of the Disclosing Party. Confidential Information will not include information that (a) is previously known to the Receiving Party through no violation of an obligation of confidentiality; (b) is acquired by the Receiving Party without continuing restriction on use; (c) becomes or is publicly available through no breach by the Receiving Party under this Agreement or any other agreement between the Parties or (d) is required to be disclosed pursuant to law, regulation, public records act request, subpoena or court order.

10.2. **Obligations.** To the extent permitted by Michigan law, the Receiving Party agrees that during the Term and at any time thereafter, it (a) will use the same level of care to protect the confidentiality of the Disclosing Party's Confidential Information as it does to protect its own Confidential Information, but in no event less than a reasonable degree of care, (b) will not use any Confidential Information of the Disclosing Party except for the purpose of fulfilling its obligations under this Agreement, (c) will not, and will not permit others to, duplicate, transfer, sell, lease, or otherwise make any Confidential Information of the Disclosing Party available to others without the prior written consent of the Disclosing Party, and (d) will not remove, or permit to be removed, any notice indicating the confidential nature of, or the proprietary rights of the Disclosing Party in, the Disclosing Party's Confidential Information. To the extent permitted by Michigan law, the Receiving Party will return all Confidential Information at the earlier of the termination of this Agreement or upon the request of the Disclosing Party.

10.3. **As Required by Law.** If the Receiving Party receives a request for disclosure of any assertedly Confidential Information that is required to be disclosed pursuant to law, regulation, public records act request, subpoena or order or other compulsory instrument issued by or under the authority of a court of competent jurisdiction or by a governmental agency that requests all or any part of the Confidential Information, the Receiving Party will notify the Disclosing Party within three (3) business days concerning the requested disclosure and the Disclosing Party shall have the sole responsibility of taking legal action, at its sole expense, to prevent disclosure under Michigan or other applicable law.

10.4. **Publicity.** Notwithstanding the forgoing, InfoReady may announce that Customer is a client of InfoReady both in a press release and on InfoReady's website.

## 11. **Limitation of Liability.**

Neither Party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Service, whether or not advised of the possibility; except that no limitation as to damages for personal injury or physical property damage caused by a party's negligent or willful misconduct under this Agreement is intended by this Section 11.

## 12. **Miscellaneous.**

12.1. **Notice.** All notices under this Agreement, including notices of address change, will be in writing and will be deemed to have been given when sent by (a) registered mail, return receipt requested, or (b) a nationally recognized overnight delivery service (such as Federal Express), to the General Counsel of the appropriate Party at the relevant address on the cover page of this Agreement, or to a Party's address as changed in accordance with this Section 12.1.

12.2. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions will remain in full force and effect.

12.3. **Governing Law.** This Agreement, and all matters arising under or related hereto, will be governed according to the laws of the State of Michigan, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12.4. **No Waiver.** No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

12.5. **Assignment.** Neither Party may assign, by operation of law or otherwise, this Agreement or any right or duty arising hereunder to a third party without the other Party's prior written consent. Any purported assignment in violation of this Section 12.5 will be void.

12.6. **Independent Contractor; Use of Subcontractors.** InfoReady is an independent contractor and nothing in this Agreement or related to InfoReady's performance will be construed to create an employee relationship between Customer and InfoReady or any InfoReady employee or subcontractor. InfoReady may, in



its discretion, utilize subcontractors to provide services hereunder.

- 12.7. No Third-Party Beneficiaries. This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or customers, or upon any other person or entity, except where specifically stated herein.
- 12.8. Construction. Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting Party will apply in the interpretation of this Agreement
- 12.9. Force Majeure. Neither Party will be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, strike, flood or other natural disasters, embargo, labor dispute, delay or failure of any subcontract, telecommunications failure or delay, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act, omission or other cause beyond such Party's control. If any such contingency does occur, the time to perform an obligation under this Agreement affected thereby will be deemed extended by the length of time such contingency continues.
- 12.10. Modification. This Agreement may not be modified or amended except in a writing signed by a duly authorized

representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section 12.10.

- 12.11. Purchase Orders. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order to order the Service or any related services. The Parties understand and agree that any terms or conditions on any such purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect whatsoever and InfoReady hereby rejects all such terms and conditions.
- 12.12. Solicitation. InfoReady may solicit affiliates (including affiliated medical research institutions, additional campuses, affiliated government research organizations, affiliated research institutes, or third parties) to purchase access to the InfoReady SaaS. InfoReady may solicit schools, departments and operating units of the Customer to purchase their own seats, microsites and tenants under the Service.
- 12.13. Survival. The provisions of Sections 2.3, 3, 4, 5.4, 8, 9.2, 10, 11, and 12 will survive indefinitely any termination of this Agreement.

*[Signature Page Follows]*



The Parties hereto have caused this Agreement to be duly executed as of DATE.

**INFOREADY CORPORATION**

By: Bhushan Kulkarni  
(Signature)

Bhushan Kulkarni  
(Printed Name)

CEO  
(Title)

3/20/2025 | 2:47 PM CDT

**CUSTOMER** Prairie View A&M University

By: Robert Hall  
(Signature)

Robert Hall  
(Printed Name)

Director, Procurement and Contract Admin  
(Title)

3/21/2025 | 2:29 PM CDT



Exhibit A

Subscription Agreement

**InfoReady Platform™ Implementation**

InfoReady agrees to provide the Service and related implementation services. **Customer** agrees to provide reasonable information, staff support and participation as needed.

Services

SERVICE	PRICE
<p><b>InfoReady Review - Silver Package (Available to manage processes administered at PVAMU. Excludes processes administered at other campuses, consortia and affiliates)</b></p> <ul style="list-style-type: none"> <li>• Access for 10 administrators (each administrator can create and run their own competitions).</li> <li>• Unlimited competitions</li> <li>• Unlimited participants/applicants</li> <li>• Single Sign-On through InCommon, Shibboleth, CAS</li> <li>• Annual services (hosting and support for 1 year, maintenance upgrades, performance SLA, availability SLA, secure access, backup and disaster recovery).</li> </ul>	<p>\$17,000 Annual Subscription for one (1) year</p> <p>\$4,000 one-time configuration fee (<b>waived if executed by 3/31/25</b>)</p>
<p><b>Price Schedule for optional additions (priced annually unless otherwise noted)</b></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>	
<p>Total:</p>	<p><b>\$17,000 (if executed by 3/31/25)</b></p>

**\*\*\* AUTOMATED BILLING OF EXTRA ADMINISTRATOR SEATS:** In the event that Customer uses more than their subscription’s authorized number of administrator seats, InfoReady will notify the Customer, and then the Customer will have 60 days from notification to reduce the number of their administrators to adhere to the authorized number; otherwise, Customer agrees to pay InfoReady, for any administrator seats exceeding the Customer’s subscription at such 60-day deadline, (a) the price of administrator seats exceeded, pro-rated to be for the time between notification and the end of the subscription term or its renewal and (b) the price of any other administrator seats in exceedance henceforth, pro-rated to be for the time between such exceeding and the end of the subscription term or its renewal.



Implementation Services include the following deliverables:

- Implement InfoReady Review™ product
- Super Administrator/Site Administrator User Setup
- Web-based Administrative Training
- One year of Service and Support services
  - o Support is available M-F 9 a.m. – 6 p.m. EST
- The subscription and support period of one year shall start on EFFECTIVE DATE.

The Parties hereto have caused this Exhibit to be duly executed as of the DATE.

**INFOREADY CORPORATION**

**CUSTOMER** Prairie View A&M University

By: Bhushan Kulkarni  
(Signature)

By: Robert Hall  
(Signature)

Bhushan Kulkarni  
(Printed Name)

Robert Hall  
(Printed Name)

CEO  
(Title)

Director, Procurement and Contract Admin  
(Title)

3/20/2025 | 2:47 PM CDT

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## **PRAIRIE VIEW A&M UNIVERSITY VENDOR CONTRACT ADDENDUM**

This addendum (“Addendum”) amends and supplements the **Subscription Agreement (including the Terms and Conditions, and all Exhibits, of InfoReady Agreement)** (“Agreement”) between **Prairie View A&M University**, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas (“UNIVERSITY”), and **InfoReady Corporation, a Michigan corporation** (“PROVIDER”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. UNIVERSITY 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:

**Prompt Pay.** UNIVERSITY’s payment shall be made 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.

**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.

**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.

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

**Public Information.** PROVIDER acknowledges that UNIVERSITY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to

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

any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon UNIVERSITY's written request, and at no cost to UNIVERSITY, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY to UNIVERSITY in a non-proprietary format acceptable to UNIVERSITY that is accessible by the public. PROVIDER acknowledges that UNIVERSITY 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.

**Reference Page #4 Section: 10.3 of Vendor's document**

**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 UNIVERSITY 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 Contracts Officer of UNIVERSITY, 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 UNIVERSITY's sovereign immunity to suit or liability, and UNIVERSITY has not waived its right to seek redress in the courts.

**Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of UNIVERSITY's data. PROVIDER shall periodically provide UNIVERSITY with evidence of its compliance with the Security Controls within thirty (30) days of UNIVERSITY's request.

**Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain 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 UNIVERSITY with evidence of its TX-RAMP compliance and certification within thirty (30) days of UNIVERSITY request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

**Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to UNIVERSITY's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by UNIVERSITY. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and

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subcontractors during the term of this Agreement and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to UNIVERSITY within the first thirty (30) calendar days of the term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for UNIVERSITY to terminate this Agreement without further duty or obligation hereunder.

**Data Privacy.** PROVIDER shall hold UNIVERSITY's data in confidence. PROVIDER shall only use or disclose UNIVERSITY's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by UNIVERSITY. PROVIDER shall restrict disclosure of the UNIVERSITY's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the UNIVERSITY's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

PROVIDER shall, within two (2) business days of discovery, report to UNIVERSITY any use or disclosure of UNIVERSITY's data not authorized by this Agreement or in writing by UNIVERSITY. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the UNIVERSITY data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by UNIVERSITY.

PROVIDER must promptly notify UNIVERSITY of any legal request for UNIVERSITY's data from a third party and take (and assist UNIVERSITY in taking) appropriate steps not to disclose such UNIVERSITY data.

Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by UNIVERSITY, shall return all UNIVERSITY data to UNIVERSITY in its possession (or in the possession of any of its subcontractors or agents) or delete all such UNIVERSITY data if return is not feasible. PROVIDER shall provide UNIVERSITY with at least ten (10) days' written notice of PROVIDER's intent to delete such UNIVERSITY data, and shall confirm such deletion in writing.

*Reference Page #2 Section: 5 of Vendor's document*

**Compliance with Laws.** Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Export Controls.**

**PRAIRIE VIEW A&M UNIVERSITY  
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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.

**FERPA.** For purposes of the Family Educational Rights and Privacy Act (“FERPA”), UNIVERSITY hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or UNIVERSITY in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

**Reference Page #3 Section: 10.1 of Vendor’s document**

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

**Term.** This Agreement will commence on the Effective Date and continue for one year from the Effective Date (the “Term”) unless earlier terminated as provided herein. The Term of the Agreement may be extended for four (4) additional one (1) year periods upon mutual written agreement executed by the Parties, provided that the total term of the Agreement shall not exceed five (5) years.

**Termination.** Any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against UNIVERSITY under this Agreement.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to UNIVERSITY or if canceled and/or terminated by UNIVERSITY for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse UNIVERSITY for all advance payments paid by UNIVERSITY to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the UNIVERSITY did not receive from PROVIDER prior to cancellation and/or termination.

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**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.

**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.

**Certification Regarding Business with Certain Countries and Organizations.** To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY that was employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of UNIVERSITY or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

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

## **PRAIRIE VIEW A&M UNIVERSITY VENDOR CONTRACT ADDENDUM**

**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.

**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 UNIVERSITY. 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. 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 UNIVERSITY or the A&M System.

*Reference Page #5 Section: 12.6 of Vendor’s document*

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

*Reference Page #5 Section: 12.5 of Vendor’s document*

**Representations & Warranties.** 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.

**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).

*Reference Page #4-5 Section: 12.9 of Vendor’s document*

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered

**PRAIRIE VIEW A&M UNIVERSITY  
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personally. UNIVERSITY 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:

UNIVERSITY: Prairie View A&M University  
P.O. Box 519, Mail Stop 1311  
Attention: Contracts Office  
Phone: 936-261-1902  
Email: contracts@pvamu.edu

PROVIDER: **InfoReady Corporation**  
**455 E. Eisenhower Pkwy, Ste. 300**  
**Ann Arbor, MI 48108**  
Attention: Max Dynerma  
Phone: (202) 306-5539  
Email: max@inforeadycorp.com

**Governing Law and Venue.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, 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. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against UNIVERSITY is to be in the county in which the principal office of UNIVERSITY's governing officer is located.

***Reference Page #4 Section: 12.3 of Vendor's document***

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

***Reference Page #2 Section: 4.1 of Vendor's document***

***Reference Page #5 Section: 11 of Vendor's document***

***Reference Page #5 Section: 12.4 of Vendor's document***

**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

**PRAIRIE VIEW A&M UNIVERSITY  
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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.

*Reference Page #5 Section: 12.13 of Vendor's document*

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

*Reference Page #5 Section: 12.10 of Vendor's document*

ACCEPTED & AGREED:

**Prairie View A&M University**

**InfoReady Corporation**

By: Robert Hall

By: Bhushan kulkarni

Name: Robert Hall

Name: Bhushan kulkarni

Title: Director, Procurement and Contract Admin

Title: CEO

Date: 3/21/2025 | 2:29 PM CDT

Date: 3/20/2025 | 2:47 PM CDT

**PRAIRIE VIEW A&M UNIVERSITY  
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**APPENDIX A**

A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to UNIVERSITY. By requiring such minimum insurance, UNIVERSITY shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to UNIVERSITY at least ten days before the effective date of the cancellation.

**1. Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for UNIVERSITY. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

*If this coverage is waived by System Risk Management, PROVIDER, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.*

**2. Automobile Liability**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

**3. Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
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General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Umbrella Liability Insurance** \$5,000,000

5. **Cyber Liability**

PROVIDER shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover PROVIDER’s duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

B. PROVIDER shall deliver to UNIVERSITY evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and UNIVERSITY as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory

**PRAIRIE VIEW A&M UNIVERSITY  
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basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.

- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and UNIVERSITY.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to UNIVERSITY ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by UNIVERSITY prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to:
  - Prairie View A&M University
  - Contracts @pvamu.edu
  - P.O. Box 519, Mail Stop 1311
  - Prairie View, TX 77446
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by UNIVERSITY in writing.



This addendum to the Subscription Agreement (including the previously signed Terms and Conditions, addenda, and all Exhibits, collectively this “Agreement”) is effective as of [2/23/2026] (the “Effective Date”) and is between the following persons (each a “Party” and, collectively, the “Parties”).

<p>InfoReady Corporation, a Michigan corporation                  (“<b>InfoReady</b>”)</p> <p>455 E. Eisenhower Pkwy, Suite 300                  Ann Arbor, MI 48108                  Phone: 734-929-0010                  Fax: 734-477-7100</p> <p>Attn: Jordan Taylor                  Phone: (734) 412-7085                  Email: jtaylor@inforeadycorp.com</p>	<p>(“<b>Customer</b>”)                  Prairie View A&amp;M University                  100 University Drive,                  Prairie View, TX 77446</p> <p><b>Billing:</b> Prairie View A&amp;M University                  P.O. Box 519; MS 1311                  Prairie View, TX 77446-0519                  Attention: Accounts Payable                  Email: <a href="mailto:payables@pvamu.edu">payables@pvamu.edu</a></p>
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Exhibit A

Subscription Agreement  
Addendum

**InfoReady Platform™ Implementation**

InfoReady agrees to provide the Service and related implementation services. **Customer** agrees to provide reasonable information, staff support and participation as needed.

Services

SERVICE	PRICE SCHEDULE
<p><b>InfoReady – Prairie View A&amp;M University – Silver renewal</b></p> <ul style="list-style-type: none"> <li>• Prairie View A&amp;M University has a license agreement for the InfoReady silver package.</li> <li>• 2026 price for silver package is \$17,350</li> <li>• All other license features remain the same.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>\$17,350 due</b> for annual license</li> <li>• Term Dates: 3/21/26 - 3/20/27</li> <li>• Next license renewal schedule for 3/21/2027</li> </ul>
<b>TOTAL DUE NOW</b>	<b>\$17,350</b>

**\*\*\* AUTOMATED BILLING OF EXTRA ADMINISTRATOR SEATS:** In the event that Customer uses more than their subscription’s authorized number of administrator seats, InfoReady will notify the Customer, and then the Customer will have 60 days from notification to reduce the number of their administrators to adhere to the authorized number;



otherwise, Customer agrees to pay InfoReady, for any administrator seats exceeding the Customer’s subscription at such 60-day deadline, (a) the price of administrator seats exceeded, pro-rated to be for the time between notification and the end of the subscription term or its renewal and (b) the price of any other administrator seats in exceedance henceforth, pro-rated to be for the time between such exceeding and the end of the subscription term or its renewal.

Implementation Services include the following deliverables:

- Implement InfoReady product
- Super Administrator/Site Administrator User Setup
- Web-based Administrative Training
- Service and Support services during subscription period
  - Support is available M-F 8:30 a.m. – 7:30 p.m. ET
  - Support Portal access 24/7/365

**INFOREADY CORPORATION**

By: Bhushan Kulkarni  
(Signature)

Bhushan Kulkarni  
(Printed Name)

CEO  
(Title)

4/6/2026 | 4:49 PM CDT  
(Date)

**CUSTOMER**

By: Robert Hall  
(Signature)

Robert Hall  
(Printed Name)

Director, Procurement and Contract Admin  
(Title)

4/7/2026 | 7:17 AM CDT  
(Date)