



Terms & Conditions of Sale

These terms and conditions (the "Agreement") apply to all quotations made by, and all orders accepted by, Deben UK Ltd. ("Supplier") for the sale of products and services ("Products") to Customer ("Customer"). In the event of any conflict between this Agreement and any written agreement executed by duly authorised representatives of Supplier and Customer, the provisions of the written agreement will prevail only where expressly stated.

1. ACCEPTANCE; ORDERS: Any order accepted by Supplier is accepted with the understanding that Customer agrees to the terms and conditions set out herein, regardless of the form or terms of Customer's order. No order will be binding upon Supplier until accepted by Supplier in writing, at which point a contract will come into existence, and Supplier will have no liability to Customer with respect to orders that are not accepted. Customer must acknowledge acceptance of Supplier's quotation in writing, including this Agreement, before the quotations expires and before or at the same time as placing an order. Customer's acceptance of the quotation or placement of an order constitutes Customer's acceptance of this Agreement. These terms and conditions comprise the entire agreement between Supplier and Customer regarding any order Customer places with Supplier. Any additional or contradictory terms set out in any purchase order or other document which Customer presents to Supplier are considered material alterations which have not been approved, and as such will not be binding on Supplier, and are expressly objected and rejected. No amendments to this Agreement may be made unless agreed in writing by both parties. Supplier reserves the right to make changes to the design or specification of any of its standard products at any time, whether before or after Customer has accepted an order, without notice to Customer, provided that such changes do not materially negatively impact the overall performance of the product.

2. PRICES AND PAYMENT: Quoted prices are on the face of Supplier's quotation, which will not constitute an offer, and are exclusive of taxes, duties, tariffs, and levies. All quotations expire thirty (30) days after the date of said quotation, unless otherwise agreed. Unless explicitly stated, the Product prices, specific export packaging, insurance, freight / carriage, and other shipping expenses, which will be paid by the Customer. Supplier will invoice the Customer on the date set out in the quotation, and Customer will pay each invoice within 30 days after receipt of such invoice. All amounts and fees stated or referred to in this Agreement will be payable in the agreed currency as per quotation, are non-cancellable, and non-refundable. If Customer fails to make a payment due to Supplier under this Agreement by the due date then, without limiting Supplier's remedies under this Agreement, the Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will

accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

3. SHIPMENT: All shipments under this Agreement as per quotation or in the absence of quotation will be DDP, unless otherwise agreed to by Supplier and expressly specified in the order. Responsibility for all matters relating to shipment including but not limited to export packaging; loading charges; delivery to port / place; export duty, taxes, and customs clearance; origin terminal charges; loading on carriage, carriage charges; insurance; destination terminal charges; import duty, taxes, and customs clearance; delivery to destination; and unloading at destination, will be in accordance with the defined incoterms. Supplier will not insure Products unless expressly requested to do so by Customer. If Supplier is responsible for shipping, then Supplier will ship all Products using Supplier's standard shipping practices. Although Supplier will make reasonable efforts to meet quoted or agreed upon shipment dates, such dates are approximations only and time of delivery is not of the essence. Supplier will notify Customer of any delays in shipment. In the event of a delay due to circumstances beyond the control of Supplier and the Customer, the parties will meet to determine the appropriate action.

4. TAXES; DUTIES: All prices are exclusive of all EU, domestic, federal, state, and local excise, sales, use, and similar taxes and duties. Such taxes and duties will be paid by Customer, or in lieu thereof Customer will provide Supplier with an exemption certificate acceptable to the applicable authorities. When applicable, such taxes and duties will appear as separate additional items on the invoice unless Supplier receives a valid exemption certificate from Customer prior to shipment.

5. OWNERSHIP: Supplier (and its licensors) retains all right, title, and interest in and to all intellectual property rights in and to the Products. The sale of such Products does not convey any licence, expressly or by implication, to manufacture, duplicate or otherwise copy the Products or create



derivative works thereof. All rights not otherwise granted herein are reserved.

6. RETENTION OF TITLE TO PRODUCTS: Title to Products will not pass to the Customer until the earlier of: (i) Supplier receives payment in full (in cleared funds) for the Products and Customer has received the Products, in which case title to these Products will pass at the time of payment; and (b) the Customer resells the Products, in which case title to the Products will pass to the Customer at the time specified in this Clause 6 below. Until title to the Products has passed to the Customer, the Customer will (i) store the Products separately so that they remain readily identifiable as Supplier's property; (ii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iii) notify Supplier immediately if it becomes subject to any of the events listed in Clause 11(a) – 11(d) (Termination). Subject to this Clause 6, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Supplier receives payment for the Products. However, if the Customer resells the Products before that time, title to the Products will pass from Supplier to Customer immediately before the time at which resale by the Customer occurs. At any time before title to the Products passes to the Customer, Supplier may: (1) by notice in writing, terminate the Customer's right to resell the Products or use them in the ordinary course of its business; and (2) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored, to recover them.

7. INSPECTION AND WARRANTY: Supplier warrants that: (1) for a period of 12 months from the date of delivery the Products will be in good working order and will operate in all material respects in accordance with the relevant Product specifications; and (2) it will produce the Products in accordance with the requirements set forth by the UK RoHS and RoHS European Directive (EU 2015/863 or later), Restriction of Hazardous Substances) and any other applicable safety standards. If (a) Customer notifies Supplier of the failure of any of the Products to perform in accordance with the applicable specifications during the warranty period within a reasonable time of discovery, and (b) Customer arranges for the delivery of the non-conforming Products to Supplier so that they may be examined and, if necessary, repaired, then Customer's exclusive remedy and Supplier's sole liability under this warranty will be for Supplier to provide during the warranty period, at no additional charge to Customer, the parts and labour necessary to restore the Products to good working order. In the case of a defect apparent on a reasonable inspection, Customer must notify

Supplier within five (5) business days of delivery of the Products. In the case of a defect not apparent on reasonable inspection, Customer must notify Supplier within a reasonable time of the defect becoming apparent, and in any event no later than twelve (12) months after delivery. Supplier disclaims all warranty liability under this section to the extent that a defect or failure is caused by or arises out of: (i) the specific designs for the Product as specified by the Customer; (ii) defects in material or workmanship of components or raw materials provided by third party suppliers that Customer requires Supplier to use in the manufacture of the Product (but not including defects that reasonably should have been identified by Supplier in any testing or inspection procedures agreed to in writing by the parties); (iii) misuse or improper use, abuse, or unauthorised repair or alteration of the Product; or (iv) the Customer's failure to follow Supplier's oral or written instructions as to the storage, use, and maintenance of the Products. Except as provided in the limited warranty above, the Products are provided "as is" and without warranty, and Supplier expressly disclaims all other warranties, representations and guarantees, whether express, implied, or statutory, including without limitation any implied warranties of fitness for a particular purpose, noninfringement, and satisfactory quality.

8. COMPLIANCE WITH LAWS; EXPORT CONTROL; SANCTIONS: Both parties represent and warrant that they comply and will continue to comply with all applicable export control laws and regulations, including but not limited to EAR (Export Administration Regulations) and ITAR (International Traffic in Arms Regulations), and that neither party will export products or components in breach of applicable laws or regulations on export control to a person or country for which an export licence is required without first obtaining the relevant licence and approvals. Customer confirms it will not transfer to Supplier any information, including but not limited to software, technical data, designs, source codes, and technology, in breach of such controls. Supplier will not accept any responsibility or liability for any unauthorised or illegal transmission of such information to it by Customer. Furthermore, each party will, and will procure that all persons associated with it or other persons who are performing services of any nature in connection with this agreement or any applicable purchase order and/or individual contract will, comply with all applicable laws, regulations, and orders. The Customer warrants that at the date of this Agreement, and for the duration of the Agreement, it is not: (a) on a sanctions list, owned or controlled by anyone listed on a sanctions list, or is not located in or incorporated under the laws of a country or territory that is subject to any sanctions; and (b) will not contravene any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping, or other sanctions, export controls, trade embargoes, or restrictive measures



TEL +44 (0) 1359 244 870 EMAIL SALES@DEBEN.CO.UK WEB WWW.DEBEN.CO.UK



from time to time imposed, administered, or enforced by a sanctions authority.

any composition or arrangement with its creditors (other than in relation to a solvent restructuring),

9. LIMITATION OF LIABILITY: To the extent authorized under the Constitution and laws of the State of Texas, in no event will Supplier be liable to Customer or any third party for

(1) any special, indirect, punitive, reliance, incidental, or consequential damages; or (2) any interruption of business; or (3) loss of use, profits, sales, business, agreements or contracts, anticipated savings, or goodwill; or (4) cost of substitute goods or services, in each case however caused and under any theory of liability (including in contract, negligence, breach of statutory duty, or otherwise) even if Customer has advised Supplier of the possibility of the same. Subject to any liability for death or personal injury caused by the Supplier's negligence, or any other liability which cannot be limited in law, and notwithstanding any other provisions in this Agreement, the total liability of Supplier however arising (whether in contract, tort, or any statutory obligation) will be capped at the value of each order, and will in no event exceed two (2) times amounts paid or payable of the value of all orders in a 12 month period immediately preceding the act or omission that gives rise to the liability (or if a series of acts or omissions give rise to such liability, the first of such acts or omissions). The foregoing limitations will apply regardless of whether Supplier has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. Notwithstanding the foregoing, with respect to claims arising from (i) breach of confidentiality, (ii) data security obligations, (iii) indemnification obligations, or (iv) gross negligence or willful misconduct, Supplier's aggregate liability shall not exceed \$1,000,000.

10. CONFIDENTIALITY: All confidential information concerning the Products, business, assets, affairs, customers, clients, or suppliers of Supplier supplied (in whatsoever form) by Supplier to Customer, the extent of the parties' negotiations (if any), the terms of this Agreement, and the contents of all discussions between the parties will be held in confidence. Unless Supplier agrees in writing, Customer will neither use such information for purposes other than carrying out the purchase of the Products from Supplier, nor disclose such information to any third parties (other than senior employees, directors, or advisers of Customer who need to know that information for the purposes of carrying out the purchase of the Products).

11. TERMINATION: Without limiting its other rights or remedies, Supplier may terminate the contract between Supplier and Customer governed by this Agreement with immediate effect and without liability by giving written notice to Customer if: (a) Customer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so; (b) Customer breaches clause 8 (Compliance with Laws; Export Control; Sanctions); (c) Customer takes any step or action in connection with its entering administration, provisional liquidation, or



obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (d) Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract is in jeopardy. Without limiting its other rights or remedies: (i) Supplier may suspend provision of the Products under any contract between Customer and Supplier if Customer becomes subject to any of the events listed in Clause 11(b) to Clause 11(d), or Supplier reasonably believes that Customer is about to become subject to any of them, or if Customer fails to pay any amount due under any contract between Customer and Supplier on the due date for payment; and/or (ii) Supplier may refuse to continue provision of Products under any contract between Customer and Supplier if Customer breaches clause 8.

11. FORCE MAJEURE: Supplier will not be responsible for any delay in performance or failure to perform under any order accepted by Supplier when such delay or failure is due to causes beyond Supplier's reasonable control, including without

limitation, whether caused directly or indirectly, by fire, storm, flood, earthquake, explosion, accident, acts of God, war, rebellion, insurrection, riot, civil disturbance, sabotage, epidemic, quarantine restrictions, government-imposed shutdowns, labour disputes, labour shortages, transportation embargoes, failures or delays by suppliers, inability to secure raw materials or to secure raw materials at a commercially reasonable price, local Government or agency thereof, and judicial action. In the event of production difficulties, Supplier may reallocate production in its reasonable discretion.

12. GENERAL TERMS: (1) **Assignment:** Supplier may not at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the contract between Supplier and Customer without the consent of the Customer. (2) **Notice:** Any notice required or permitted to be given in writing will be prepaid, and may be personally served, sent by courier, or by first-class post. Any such notice will be deemed to have been given: (i) if personally given, or sent by courier, when delivered, or (ii) if mailed by first-class post, three business days after the notice was sent. Supplier's address for delivery of notices is :

Brickfields Business Park, Old Stowmarket
Road, Woolpit, Bury St
Edmunds, Suffolk, IP30 9QS, UK

DEBEN UK LTD BRICKFIELDS BUSINESS PARK, OLD STOWMARKET ROAD, WOOLPIT, BURY ST. EDMUNDS, SUFFOLK, IP30 9QS, UK

TEL +44 (0) 1359 244 870 EMAIL SALES@DEBEN.CO.UK WEB WWW.DEBEN.CO.UK



(3) **Entire Agreement:** Other than as specified herein, this Agreement constitutes the entire agreement between Supplier and Customer with respect to the subject matter and expressly supersedes all communications, whether written or oral, and no representations or statements of any kind made by any representative of Supplier that are not stated herein will be binding on Supplier or have been relied on by Customer in entering into this Agreement or placing any order under them. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any power, right or privilege preclude any other or further exercise thereof, or any other right, power, or privilege. (4) **Third Party Rights:** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term

13. **GOVERNING LAW; VENUE:** This Agreement will be governed by and construed in accordance with the laws of Texas, excluding its conflicts of laws principles. The parties consent to the exclusive jurisdiction of the courts of Texas and will submit any and all disputes arising hereunder to the courts located in Texas.

DEBEN UK LTD BRICKFIELDS BUSINESS PARK, OLD STOWMARKET ROAD, WOOLPIT, BURY ST. EDMUNDS, SUFFOLK, IP30 9QS, UK

TEL +44 (0) 1359 244 870 EMAIL SALES@DEBEN.CO.UK WEB WWW.DEBEN.CO.UK

REGISTERED NUMBER 3208255 REGISTERED OFFICE 52C BOROUGH HIGH STREET, LONDON SE1 1XN

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Terms & Conditions of Sale** (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and DEBEN UK LTD, **Deben UK Ltd.**, a private limited company organized and existing under the laws of England and Wales, with its registered office located at Brickfields Business Park, Old Stowmarket Road, Woolpit, Bury St Edmunds, Suffolk, IP30 9QS, hereinafter referred to as the **"Supplier"**; (“Provider”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Provider may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

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

MISCELLANEOUS CLAUSES

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

Data Privacy. Provider shall hold PVAMU’s data in confidence. Provider shall only use or disclose PVAMU’s data for the purpose of fulfilling Provider’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Provider shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Provider that have a need to access the PVAMU’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) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Provider’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU 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 PVAMU.

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

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

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties

relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Indemnification. Subject to the statutory duties of the Texas Attorney General, Provider shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System 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.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Provider’s service to PVAMU. Except as specifically required under the terms of this Agreement, Provider (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Provider is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Provider and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

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

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

Non-Assignment. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at

any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Provider can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Dean - Arts & Science
ELMER E O'BANION SCIENCE BUILDING Rm. 304
Prairie View, TX, 77446
Attention: Dr. Merlyn Pulikkathara
Telephone: 936-261-3140
Email: mepulikkathara@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:

DEBEN UK LTD
Brickfields Business Park, Old Stowmarket Road, Woolpit
Bury St Edmunds, Suffolk, IP30 9QS
Attention: Shawn Sullivan
Telephone: +44 (0) 1359 244879
Email: stephenz@deben.co.uk

Organization. If Provider is a business entity, Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Provider has been duly authorized to act for and bind Provider. Upon PVAMU's request, Provider shall promptly deliver to PVAMU (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

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

receive from Provider prior to cancellation and/or termination.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Termination. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Provider. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Conflict of Interest. Provider certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Provider or in the transaction that is the subject of this Agreement.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, Provider certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Provider's claim and

any counterclaim and negotiate with Provider in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that Provider is providing goods to PVAMU under this Agreement, Provider represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. Provider represents and warrants that Provider is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Provider acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Provider will immediately reimburse PVAMU for all prepaid costs.

Export Control. PVAMU is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by Provider that Provider will not export data or commodities to certain countries without advance approval of that agency. PVAMU neither represents that a license will not be required nor that, if required, it will be issued. Provider shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. 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. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), PVAMU 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 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 PVAMU 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.

Franchise Tax Certification. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any

franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

VetHUB Subcontracting Plan. Provider has indicated it will not subcontract any of its duties or obligations under this Agreement. If Provider will subcontract any of its duties and obligations under this Agreement, Provider will be required to provide prior written notice to PVAMU and make a good faith effort to submit a subcontracting plan, pursuant to the Veteran Heroes United In Business Program (HUB or VetHUB) as required under Section 20.285 of the Texas Administrative Code.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

Loss of Funding. Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Provider and PVAMU may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Provider for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. Provider is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that Provider has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prior Employment. Provider acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Provider is an individual, by signing this Agreement, Provider represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

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

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

Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, Provider certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Provider certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Provider acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information. Provider acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU’s written request, and at no cost to PVAMU, Provider will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Provider acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees

that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor's Office. Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

DEBEN UK LTD

WJK James R. McKee



Signature

Signature

James R. McKee

Stephen J. Zeller

Name

Name

Sr. Vice President, Chief Financial Officer

Sales and Marketing Director

Title

Title

6/2/2026 | 12:17 PM CDT

27 May 2026

Date

Date