



Consulting Agreement

Created by:
College Aid Services

Kate Brabandt
Director of Client Engagement

Prepared for:
Prairie View A&M University
Blanca Bauer
Vice Provost, Institutional Research and Effectiveness

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”)

dated this 13th day of August 13, 2026

BETWEEN:

College Aid Services
478 E Altamonte Drive, Suite 108-304, Altamonte Springs, FL, 32701-3512

(the "Group")

-AND-

Prairie View A&M University

(the "Client")

Prairie View A&M University

Institutional Research & Effectiveness

P.O. Box 519

Prairie View, TX 77446

Attention: Blanca Bauer

Telephone: 936-261-2187

Email: btbauer@pvamu.edu

WHEREAS, the Client desires to retain the Group in connection with assisting the Client in the administration and processing of student financial assistance funds as more specifically set out in **Schedule A** (the “Services) attached herewith and incorporated by reference herein, and

WHEREAS, the Group has advised the Client of the Group's willingness, ability, and desire to provide the Services to the Client on a regular, but nonexclusive, basis consistent with the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and covenants contained herein, it is hereby agreed as follows:

1. Engagement

The Client hereby engages the Group and the Group hereby agrees to be available to render and to render at the request of the Client, the services on a non exclusive basis, in compliance with all applicable laws and the terms and conditions set forth herein.

2. Term

- a. a. The term of this Agreement shall commence on the date the Agreement is fully executed by both parties ("Effective Date") and shall continue until the date that is thirteen (13) weeks following the Effective Date, which is intended to be approximately three (3) months, unless earlier terminated in accordance with this Section. The Agreement may be terminated with 30 days' notice by either party.
- b. If Client terminates this Agreement for convenience, Client shall pay the Group for all services rendered up to the effective date of termination
- c. If Group terminates this Agreement for convenience or for cause, then Client shall pay Group for all services rendered up to the effective date of termination.

3. Duties

Group agrees to be available during the term of the agreement to render at the request of the Client from time to time, consulting services to the Client as set forth in **Schedule A**. These services may be rendered by employees or independent contractors/consultants (Contractors) of the Group. The Group further agrees to observe all policies and directives promulgated from time to time by the Client in writing to the Group pursuant to the terms of this agreement. The Group shall perform the Services in accordance with all applicable laws and regulations, including all requirements under or applicable to Title IV and all other federal laws and regulations relevant to the Group's provision of the Services.

4. Representations, Covenants, and Warranties of the Group

The Group represents, covenants, and warrants to the Client that the following is true and accurate throughout the term of this Agreement:

- a. The Group has not been: (i) limited, suspended, or terminated by the Secretary of the Department of Education within the preceding five (5) years; (ii) required under any audit finding to repay any amount in connection with the two most recent audits of the Group's administration of the programs of student financial assistance under Title IV ("Title IV, HEA Programs"), or (iii) cited during the preceding five (5) years failure to submit audit reports under Title IV in a timely fashion and in compliance with Title IV.
- b. The Group is and shall remain, compliant with all applicable laws and regulations related to student records and information, including maintaining the confidentiality of such records and information.
- c. The Group is and shall remain compliant with the provisions of Title IV.
- d. The Group has full power and necessary permits, licenses, approvals, authorizations, and registrations pursuant to Title IV to perform the Services.
- e. The Group does not and will not provide any commission, bonus, or other incentive payment based directly or indirectly upon success in securing enrollments or financial aid to any person, whether employees or independent contractors, providing any services under this Agreement and engaged in making decisions regarding the award of Title IV, HEA Program funds in contravention of 20 U.S.C 1094(a) (20) or 34 CFR 668.14(b) (22).

5. Compensation

- a. The Group shall receive as compensation for the performance of all items listed in attached **Schedule A**.
- b. A late fee of 18% annum will be assessed to any overdue invoices that are past due over 30 days. In addition, the Client must promptly reimburse the Group for the cost of collection of past-due invoices, including reasonable legal fees.
- c. Group may suspend Services under this Agreement if Client fails to pay any outstanding fees and expenses by their respective due dates. Any suspension of Services shall not impair Group's right to receive from Client any future payment of undisputed fees or expenses.
- d. All fees and expenses paid to Group under this Agreement shall be non-refundable.

- e. ***Such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. The Client will be billed approximately every two weeks and payments are due within 30 days of receipt. The billing information should be sent to:***

Please check if a P.O. will be required for billing. If checked, please provide the P.O. within 10 days of the signed contract. If unsure, leave unchecked.

6. Expenses

The Group shall be reimbursed for travel round-trip from the Consultant's location to the Client at the current IRS mileage reimbursement rate (the Client agrees to adjust contemporaneously with each IRS adjustment to the reimbursement rate). The Group shall be reimbursed for all other reasonable business expenses, including mileage, incurred by the Group during the term of the Agreement on behalf of the Client in the performance of services hereunder only upon the written assent of the Client, prior to the date of the expense. These expenses may include hotel, airfare, rental car, meal, and incidental allowance based on Federal Continental U.S. per diem rate, and mileage reimbursement for the consultant. The Group is required to submit itemized requests for reimbursement of such expenditures supported by sufficient documentation of the expenditures and an explanation of their purpose. Expenses shall be billed every two weeks as necessary.

7. Independent Contractor

It is expressly agreed that the Group is acting as an independent contractor in performing the services hereunder, and neither party shall have any authority to bind the other party. The Group, its employees, and/or Contractors shall not be deemed to be employees or agents of the Client. The Group, its employees, and/or Contractors shall have no rights under this Agreement or otherwise against the Client for vacation pay, sick leave, social security, workers' compensation, health, disability, professional malpractice or unemployment benefits of any kind, and no funds shall be paid or withheld by the Client on behalf of the Group, its employees or Contractors for federal or state income taxes, FICA, or any other legal deductions. The Client shall carry no Workers' Compensation insurance or any health or accident insurance to cover the Group or any of the Group's employees or Contractors. All employees of the Group shall remain the Group's employees for all purposes including, but not limited to, determining responsibility for all payroll-related obligations. The Client shall not pay any contribution to

Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. The Group agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for the Group and the Group's own employees.

8. Confidentiality of Information

The Group and its employees and Contractors shall not disclose or appropriate to the Group's own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Client or any of the Client's affiliates or subsidiaries of which the Group becomes informed during such period, whether or not developed by the Group, including, but not limited to, information pertaining to lists, services, methods, processes, and operating procedures, except as required in connection with the Group's performance of the Agreement or as required by a governmental authority. Upon termination of this Agreement, Group shall promptly deliver to the Client all manuals, letters, notes, notebooks, reports, and all other materials of a secret or confidential nature or under the control of the Group.

- a. In accordance with 34 CFR 668.25(c), the Group may retain Title IV related documents necessary for an annual Title IV Third-Party Servicer (the "TPS") audit.
- b. The Client also agrees that upon request, they will comply with any request from the Group, for supporting documents retained by the Client that is necessary to comply with the Group's Title IV TPS audit.

9. Regulatory requirement

In accordance with TPS requirements (34 CFR 668.25(c), the Group agrees to:

- a. Comply with all applicable state and federal laws, including but not limited to statutory provisions of or applicable to Title IV of the HEA and all subsequent reauthorizations, FERPA, the Federal Red Flags Rule, all corresponding state general laws chapter and corresponding regulations, and all other regulatory provisions prescribed under any statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that the Group administers under any Title IV HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program.

- b. Refer to the Office of Inspector General of the Department of Education for Investigation of any information indicating there is reasonable cause to believe that the Client might have engaged in fraud or other criminal misconduct in connection with the Client's administration of any Title IV, HEA program or an applicant of Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application.

Examples of the type of information that must be referred to are:

- I. false claims by an institution for Title IV, HEA program assistance;
- II. (false claims of independent student status;
- III. false claims of citizenship;
- IV. use of false identities;
- V. forgery of signatures or certifications;
- VI. false statements of income; and
- VII. Payment of any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of title IV, HEA program funds.

c. To the extent required by law, be jointly and severally liable with Client to the Secretary of Education for any violation solely caused by the Group of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement or limitation entered into under the authority of statutes applicable to Title IV of the HEA.

d. Advise and assist the Client regarding any provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA.

e. In the event that the Group disburses funds (including funds received under the Title IV, HEA programs) or delivers Direct Stafford, Federal Stafford Loan or Federal SLS Program proceeds to a student it shall:

- (i) Confirm the eligibility of the student before making that disbursement or delivering those proceeds. This confirmation must include, but is not limited to, any applicable information contained in the records required under § 668.24.

(ii) Calculate and pay refunds and repayments due to a student, the Title IV, HEA program accounts, and the student's lender under the Direct Stafford, Direct PLUS, Federal Stafford Loan, Federal PLUS, and Federal SLS programs in accordance with the Client's refund policy, the provisions of 34 CFR 668.21 and 668.22 and applicable program regulations

10. Termination

If the Group or Client terminates this Agreement, or if the Group stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition under the Bankruptcy Code, the Group must return to the Client all (i) records in the Group's possession pertaining to the Client's participation in the program or programs for which the Group's services are no longer provided; and (ii) funds including Title IV, HEA program funds, received from or on behalf of the Client or Client's students, for the purposes of the program or programs for which the Group's services are no longer provided, in the event that the Group disburses or receives such funds.

11. Indemnification

Each party agrees, *to the extent authorized under the Constitution and laws of the State of Texas*, to assume responsibility for liability arising from the negligent acts or omissions of its respective employees, staff, and agents.

12. Breach of Contract

No failure of the Group to perform any of its obligations under this Agreement shall be deemed a material breach hereof unless and until it has received written notice of such failure from the Client and has failed to cure such failure for a period of thirty (30) days after such notice, or if the nature of such failure requires a longer period of time to cure, then such longer period of time shall apply so long as the Group is diligently and in good faith seeking to cure such failure.

13. Force Majeure

The Group shall not be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform results from (1) transportation shortages, strikes, pandemics, inadequate supply of employees, equipment, supplies, material, or energy, or the voluntarily foregoing of the right to acquire or use any of the aforementioned in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any federal or state governmental authority or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal or state governmental authority or any department or agency thereof; (3) acts of God; and (4) acts or omissions of the Client hereunder. Any delay resulting from any such cause

shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of expenses due thereafter.

14. Temporary to Permanent Option and Solicitation of Employees

Throughout the duration of this contract and for one year thereafter, the Parties agree that the Client shall have the option of hiring the Group's assigned Contractor as a permanent employee of the client upon payment to the Group of 25% of the consultant's projected first year's compensation. The election of said option must be in writing and the waiver of the Group's rights under this paragraph must also be in writing. Upon the election of said option by the Client, the Group warrants and represents that it will not unreasonably withhold waiver of its rights under this paragraph. Notwithstanding the aforementioned option and with the exception of the terms of the aforementioned option, during the term of this agreement and for one (1) year thereafter, the Client and any individuals acting on the client's behalf shall not (i) solicit or assist any other person to solicit any business from any present or past customer of the Group; (ii) directly or indirectly solicit or encourage any temporary, full or part-time employee or Contractor of the Group to leave the employ of the Group or hire any employee or Contractor who has left the employ of the Group if such hiring is proposed to occur within one year after the separation of such employee or Contractor's employment or engagement with the Group.

15. Acknowledgement

The Group will not be held responsible for any and all violations of any statutory or regulatory provision applicable to Title IV of the HEA caused by the Client.

16. Legal Advice Policy

The Client and the Group agree that the Group maintains a strict policy that it cannot and must not render legal advice or a legal opinion in regard to any matter which involves the interpretation of Title IV, Student Financial Assistance compliance, Department of Education regulations, policy or procedure or any other legal matter which affect the legal rights and obligations of the Client.

17. LEGAL ADVICE DISCLAIMER

IN LIGHT OF THE GROUP'S STRICT POLICY AGAINST OFFERING LEGAL ADVICE TO ITS CLIENTS, **THE CLIENT AGREES TO SEEK THE ADVICE OF ITS OWN LEGAL COUNSEL IN REGARD TO THE SPECIFIC NEEDS AND REQUIREMENTS OF THE CLIENT.** MOREOVER, THE

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE GROUP'S WORK PRODUCT IS SUBMITTED TO THE CLIENT WITHOUT REVIEW OR SUPERVISION BY LEGAL COUNSEL. NOTHING IN THIS SECTION RELIEVES THE GROUP OF ITS OBLIGATIONS OR RESPONSIBILITY FOR ITS SERVICES AND WORK PRODUCT UNDER THIS AGREEMENT; HOWEVER, THE GROUP SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR (1) THE CLIENT'S FAILURE TO OBTAIN LEGAL ADVICE; (2) THE CLIENT'S INTERPRETATION OR USE OF THE WORK PRODUCT; OR (3) ANY LEGAL OR REGULATORY CONSEQUENCES ARISING FROM THE CLIENT'S BUSINESS DECISIONS OR IMPLEMENTATION OF RECOMMENDATIONS

18. WARRANTY DISCLAIMER

EXCEPT AS SET FORTH IN THIS AGREEMENT, GROUP PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

19. LIMITATION OF LIABILITY

- a. Dollar Cap. THE GROUP'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO THE GROUP UNDER THIS AGREEMENT IN A 12 MONTH PERIOD.
- b. Exclusion of Consequential Damages. IN NO EVENT WILL THE GROUP BE LIABLE TO THE CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF GROUP IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CLIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this section, Group's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Group's liability limits and other rights set forth in this section apply likewise to Group's affiliates, agents, sponsors, directors, officers, employees, Contractors, subcontractors, and other representatives.

20. Assignment

This Agreement is personal between the Client and the Group, and neither the Client nor the Group may sell, assign, transfer or hypothecate any rights or interests created under this Agreement or delegate any of their duties without the prior written consent of the other party, except that the parties agree that Group may retain Independent Contractors for the rendering of services under this Agreement. Any other assignment or delegation by either party hereunder without such consent shall be void.

21. Further Assurances

The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be necessary or appropriate to carry out the purposes of this Agreement.

22. Severability

If any provision of this Agreement is held to be unenforceable, invalid, or illegal by any court of competent jurisdiction, such unenforceable, invalid, or illegal provisions shall not affect the remainder of this Agreement.

23. Entire Agreement

This instrument contains the entire agreement of the parties. It may not be changed orally but only in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

24. Choice of Law and Venue

The validity of this Agreement and the interpretation and performance of all of its terms shall be governed by the substantive laws of the State of Florida. Any dispute under this Agreement shall be heard in a court of competent jurisdiction located in Seminole County, Florida.

25. WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED

HEREON OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS OR COURSE OF DEALING HEREUNDER.

26. Costs

In any suit or other proceeding by any party to enforce the terms and provisions of this Agreement, the prevailing Party shall be entitled to all reasonable costs and expenses incurred by such party in connection therewith, as well as all other relief granted or awarded in such suit or other proceeding.

27. Waiver

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof.

28. Notices

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

If to Client:

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

If to Group:

College Aid Services, LLC
Attn: Alex Fuentes, EVP/COO
478 E Altamonte Drive, Suite 108-304
Altamonte Springs, FL 32701-3512
(833) 438-2271, x708
finance@collegeaidservices.net

Notice shall be deemed effective upon receipt if made by personal delivery, or certified mail, return receipt requested.

29. Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

Prairie View A&M University

Accounts Payables

P.O Box 519, MS 1311

Prairie View, Texas 77446-0519

Telephone: +1 936-261-1902

Email: Contracts@pvamu.edu

30. Incorporation of Proposal

The terms and conditions of the Proposal signed by the parties in advance of this agreement are incorporated by reference and shall be considered part of the terms and conditions of this agreement. In the event of a conflict, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the Client has caused this Agreement to be signed by its corporate officer there unto duly authorized, and the Group has signed this Agreement, all as of the date first above written.

Signature and Date

Prairie View A&M University

Signature and Date

College Aid Services

Robert Hall

Title : Director, Procurement and Contract Admin

Signature *Robert Hall*

Select date 9/2/2026 | 8:06 AM CDT

Alex Fuentes

Executive Vice President and Chief Operating Officer

alex@collegeaidservices.net

Signature *Alex Fuentes*

Select date 9/1/2026 | 3:17 PM PDT

Schedule A

To meet the needs of Prairie View A&M University, College Aid Services will provide a consultant for approximately 3 months (13 weeks), beginning on or shortly after .

The consultant will work a primarily remote schedule, providing an estimated 40 hours of support per week. The consultant will travel to campus 3 times over the course of the project for onsite meetings and collaboration.

Requested Start Date

Job Responsibilities

Interim Data Governance Project Manager

(Estimated 40 hours of support per week)

The Interim Data Governance Project Manager will be responsible for leading and coordinating a major institutional data governance initiative. This role will serve as the central point of coordination and execution for the project, supporting continuity, accountability, and timely progress across multiple internal stakeholders. The consultant will collaborate closely with functional, technical, and leadership teams to drive implementation and resolve infrastructure-related challenges. The Data Governance Project Manager may be responsible for the following duties:

- Serve as the central project manager for a full-scale data governance initiative, including project kickoff, planning, execution, and tracking
- Coordinate and manage timelines, milestones, deliverables, and dependencies across internal teams
- Lead project management efforts related to the implementation of data hubs and associated governance frameworks
- Identify, document, and support remediation of data infrastructure issues, including data cleanup and system alignment
- Facilitate cross-functional communication to ensure alignment between functional users, IT, and leadership

- Conduct light research and documentation to support governance decisions and project outcomes
- Follow up with staff and stakeholders to ensure task completion, issue resolution, and adherence to project timelines
- Provide regular status updates, risk identification, and recommendations to institutional leadership
- Support the establishment of repeatable project management and governance practices to ensure sustainability beyond the engagement

Services Investment

Below are the financial terms for the services to be provided. Billing for services will occur bi-weekly and payments are due within 30 days of receipt.

The costs represented below are to be used as an estimate for the services discussed and in no way constitute a warranty of the final cost. Clients can expect to be billed for actual hours worked.

TECHNOLOGY SUPPORT SERVICES	HOURLY RATE	EST. HOURS	TOTAL
Interim Data Governance Project Manager (Est. 40 hours per week for 13 weeks)	\$150.00	520	\$78,000.00

TRAVEL EXPENSES	WEEKLY RATE	NO. OF WEEKS	TOTAL
Estimated Weekly Travel Expenses	\$2,750.00	3	\$8,250.00

ESTIMATED TOTAL: \$86,250

RENEWALS AND EXTENSIONS: To extend the contract beyond the initial term, the client must provide a 30-day notice before the term's end date. The first extension can be as short as 30 days, while any subsequent extension thereafter will require a minimum 90 day term.

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Consulting 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 (“PVAMU”), and COLLEGE AID SERVICES LLC RAYMOND E NAULT JR DBA, a **limited liability company** (“COLLEGE AID SERVICES”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and COLLEGE AID SERVICES 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. Changes in law requiring alterations to the Agreement shall be implemented through a written amendment mutually agreed by the Parties, except to the extent PVAMU is mandated by non-waivable Texas law to implement changes unilaterally, in which case PVAMU will provide reasonable advance written notice to COLLEGE AID SERVICES and the Parties will negotiate in good faith appropriate equitable adjustments

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

COLLEGE AID SERVICES shall, within two (2) business days of confirming a Security Incident involving PVAMU’s data, notify PVAMU, providing available information then known with updates to follow on a rolling basis as information is verified. “Security Incident” means an actual unauthorized acquisition of and access to PVAMU data that compromises the security, confidentiality, or integrity of such data. Unsuccessful attempts or activities that do not compromise the security, confidentiality, or integrity of PVAMU data (e.g., pings, port scans, failed logins) are excluded. . COLLEGE AID SERVICES shall provide such other information, including a written report, as reasonably requested by PVAMU.

COLLEGE AID SERVICES 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, COLLEGE AID SERVICES, as directed in writing by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the

possession of any of its subcontractors or agents) or securely delete all such PVAMU data if return is not feasible, except that COLLEGE AID SERVICES may retain copies as required by law, regulation, or bona fide internal archiving/backup practices, subject to ongoing confidentiality and security obligations. COLLEGE AID SERVICES shall provide PVAMU with at least ten (10) days' written notice of COLLEGE AID SERVICES'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).

Reference Page #9 Section 13 Force Majeure

A Party affected by force majeure shall be excused from performance for the duration of the event and any reasonable period of restoration thereafter, provided it uses commercially reasonable efforts to mitigate. If a force majeure continues for more than thirty (30) days, either Party may terminate the impacted Services upon written notice without liability (other than amounts due for services performed).

Indemnification.

Each party agrees, *to the extent authorized under the Constitution and laws of the State of Texas*, to assume responsibility for liability arising from the negligent acts or omissions of its respective employees, staff, and agents.

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 COLLEGE AID SERVICES's service to PVAMU. Except as specifically required under the terms of this Agreement, COLLEGE AID SERVICES (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, COLLEGE AID SERVICES is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. COLLEGE AID SERVICES 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. COLLEGE AID SERVICES shall obtain and maintain, for the duration of this Agreement,

the minimum insurance coverage set forth on Appendix A hereof.

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

Non-Assignment.

Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

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. No waiver will be effective unless in a written instrument signed by the waiving Party. Any waiver will be limited to the specific instance and purpose for which it is given and will not constitute a waiver of any other right or remedy. The Parties agree that no course of dealing, course of performance, or partial exercise of any right will operate as a waiver of any right or remedy.

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 COLLEGE AID SERVICES 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
Institutional Research & Effectiveness
P.O. Box 519
Prairie View, TX 77446
Attention: Blanca Bauer
Telephone: 936-261-2187
Email: btbauer@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
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COLLEGE AID SERVICES:

COLLEGE AID SERVICES LLC RAYMOND E NAULT JR DBA
478 E. Altamonte Drive, Suite 108-304
Altamonte Springs, FL 327701-3512
Attention: Alex Fuentes
Telephone: (833) 438-2271, 708

Email: alex@collegeaidservices.net

Organization. If COLLEGE AID SERVICES is a business entity, COLLEGE AID SERVICES warrants and represents, as of the Effective Date, 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 COLLEGE AID SERVICES has been duly authorized to act for and bind COLLEGE AID SERVICES. Upon PVAMU's request, COLLEGE AID SERVICES shall deliver to PVAMU within thirty (30) days after receipt of PVAMU's written request: (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; provided that PVAMU may not request such certificates more than once per calendar year unless reasonably necessary in connection with an audit, regulatory inquiry, or a material change in COLLEGE AID SERVICES's corporate status. PVAMU shall reimburse COLLEGE AID SERVICES for any third-party or governmental fees incurred to obtain such certificates.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by COLLEGE AID SERVICES due to PVAMU's uncured material breach or if canceled and/or terminated by PVAMU for default of performance by COLLEGE AID SERVICES that remains uncured following written notice and a reasonable opportunity to cure (not less than thirty (30) days, unless a shorter cure period is required by applicable law), then within thirty (30) days after cancellation and/or termination, COLLEGE AID SERVICES will reimburse PVAMU for all advance payments paid by PVAMU to COLLEGE AID SERVICES that were (i) not earned by COLLEGE AID SERVICES prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from COLLEGE AID SERVICES prior to cancellation and/or termination; provided that (A) COLLEGE AID SERVICES may retain amounts attributable to Services performed, non-cancellable or committed third-party costs, and reasonable wind-down costs incurred prior to the effective date of termination, and (B) any refund will be net of any amounts owed by PVAMU to COLLEGE AID SERVICES as of the effective date of termination. No refund will be due in the event PVAMU terminates for convenience or due to loss of funding, except for any prepaid amounts for Services not performed, net of non-cancellable costs, to the extent permitted by applicable law.

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..

If changes in law require alterations to this Agreement, the Parties will cooperate in good faith to amend the Agreement in writing to address such changes. PVAMU's automatic incorporation of alterations required by federal or state law applies only to the minimum extent mandated by such law

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 COLLEGE AID SERVICES. If PVAMU terminates this Agreement for convenience, PVAMU shall pay the COLLEGE AID SERVICES for all services rendered up to the effective date of termination, plus a

penalty as described in Section 2c of this Agreement. 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 for required legal/regulatory disclosures and non-promotional, purely factual client lists identifying the other Party by name without logos or marks and without implying endorsement. 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

Access by Individuals with Disabilities. COLLEGE AID SERVICES represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the “Accessibility Warranty”). COLLEGE AID SERVICES shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that COLLEGE AID SERVICES fails or is unable to do so, PVAMU may immediately terminate this Agreement, and COLLEGE AID SERVICES will refund to PVAMU all amounts paid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Conflict of Interest. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES 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*, COLLEGE AID SERVICES 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 COLLEGE AID SERVICES to attempt to resolve any claim for breach of contract made by COLLEGE AID SERVICES that cannot be resolved in the ordinary course of business. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES's claim and any counterclaim and negotiate with COLLEGE AID SERVICES 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-48. COLLEGE AID SERVICES represents and warrants that COLLEGE AID SERVICES 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. COLLEGE AID SERVICES 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, COLLEGE AID SERVICES will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES as a school official with a legitimate educational interest in any education records (as defined in FERPA) that COLLEGE AID SERVICES is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. COLLEGE AID SERVICES 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. COLLEGE AID SERVICES 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. COLLEGE AID SERVICES shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on COLLEGE AID SERVICES in this Section, including without limitation, the prohibition on redisclosure. COLLEGE AID SERVICES shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Reference Pages #6-7 Section 9 Regulatory requirement

Franchise Tax Certification. If COLLEGE AID SERVICES is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then COLLEGE AID SERVICES certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that COLLEGE AID SERVICES 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.

Reference Page #12 Section 24 Choice of Law and Venue

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.

Reference Page #12 Section 24 Choice of Law and Venue

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.

Reference Pages #10-11 Section 19 Limitation of Liability

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 COLLEGE AID SERVICES and PVAMU may terminate this Agreement without further duty or obligation hereunder. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES 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*, COLLEGE AID SERVICES agrees that any payments owing to COLLEGE AID SERVICES under this Agreement may be applied directly toward certain debts or delinquencies that COLLEGE AID SERVICES 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. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES is an individual, by signing this Agreement, COLLEGE AID SERVICES 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.

Prohibited Software, Applications, and Developers. COLLEGE AID SERVICES certifies that it is not: (a) an entity listed on the Higher Education Research Security Council's list of prohibited software/applications/developers at <https://www.highered.texas.gov/prohibited-software-applications-developers/> (the "HERSC List"), or a subsidiary or affiliate of such an entity, or (b) providing, under this Agreement, software that is either on or provided by an entity on the HERSC List. COLLEGE AID SERVICES acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and COLLEGE AID SERVICES will refund to PVAMU all amounts prepaid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. COLLEGE AID SERVICES 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*. COLLEGE AID SERVICES 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. COLLEGE AID SERVICES 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, COLLEGE AID SERVICES 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. COLLEGE AID SERVICES 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 COLLEGE AID SERVICES agrees that this Agreement can be terminated if COLLEGE AID SERVICES knowingly or intentionally fails to comply with a requirement of that subchapter.

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

COLLEGE AID SERVICES LLC RAYMOND E NAULT JR DBA

Robert Hall

Signature

Robert Hall

Name

Director, Procurement and Contract Admin

Title

9/2/2026 | 8:06 AM CDT

Date

Alex Fuentes

Signature

Alex Fuentes

Name

Executive VP & COO

Title

9/1/2026 | 3:17 PM PDT

Date