

VERITE

STORY SHOP

PRAIRIE VIEW A&M UNIVERSITY

Proposal for Creative Services

CONTACT

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veritestoryshop.com

14 May 2026

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Prairie View A&M —Proposal for Creative Services for the University's 150th Celebration.

Verite Story Shop will provide a broad range of creative design services in the lead up to and throughout the University's 150th anniversary celebration. These include graphic and motion design, establishing a strategic brand and messaging framework, verbal positioning, and microsite design and development.

01 About Verite Story Shop

Verite Story Shop is an interdisciplinary brand experience firm specializing in storytelling through design, messaging, software, and film for places, spaces, and institutions. We are a team of designers, filmmakers, developers, software engineers, content strategists, writers, project managers, and executives who integrate our talents to deliver one-of-a-kind solutions every day. We create strategic and impactful experiences that empower brands and organizations to speak their truth, engage with their audience, and create lasting value.

We have become known for our talent to create and execute successful strategies that engage audiences through the art of storytelling, particularly via graphic design, digital platforms, and video production. The Verite team brings a wealth of experience to our clients, from creating interactive museum-like experiences to concepting capital campaigns, and often developing brands from the ground up.

Our experience spans nonprofits, higher education, healthcare, and the private sector. We have led the creation of brand and communication systems for organizations including Houston Botanic Garden, Rice Management Company (The Ion), Hines (CIBC SQUARE Toronto), Rice University, Columbia University, the University of Missouri, Boston University, and Houston Methodist, while also bringing an operator's perspective from launching CultureMap and shaping Drunk Elephant's global brand ecosystem.

Verite is a partner-led firm and its partners lead all client engagements and provide direct leadership across every phase of the development and deployment of the PVAMU's assets. As needed, Verite supplements this core team with a trusted network of long-standing collaborators who integrate seamlessly to deliver specialized solutions.

In alignment with this proposal, Verite will work closely with the Prairie View A&M team to fully capture your design needs and goals for the 150th Celebration.

02 Tactical Execution

Verite brings both strategic vision and operational rigor to every engagement. We are experienced in planning and executing multiple initiatives simultaneously, allocating shared and specialized resources to deliver cohesive, multi-channel outcomes. Each engagement begins with a project roadmap and clearly defined roles and responsibilities. This living document, produced in



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collaboration with the PVAMU team, will govern scope, timelines, milestones, and resources. Verite operates with a “no surprises” philosophy, so execution is supported by disciplined operating rhythms, including daily internal stand-ups, weekly project scrums, regular client updates, and monthly progress reporting.

We apply proven project management methodologies and right-sized controls based on each client’s needs. A dedicated project manager oversees resources, timelines, and deliverables, ensuring clarity and accountability throughout the engagement. We use agile, collaborative tools to maintain transparent communication and provide clients with consistent visibility into project status at every stage.

03 Deliverables & Fees

Verite proposes the following deliverables and services over the course of the 15-month engagement.

DELIVERABLES

—Environmental graphics

Building and pole banners, backdrops, etc.

—Billboard graphics

—Microsite for 150th anniversary celebration

Design and development on WordPress platform

—Event invitations

—Graphics for live events

—Alumni magazine dedicated to the 150th anniversary

Includes art direction, page layout design, sourcing of photographers and/or illustrators, and creative direction

—Strategic brand and messaging framework

Includes refinement of the brand toolkit and perception study

—Additional assets and services

Verite will allocate appropriate resources each month to execute additional, creative services and deliverables as needed. These could include:

- Social media design system
- Branded email templates
- Branded collateral (apparel, merchandise)
- Video bumpers
- Video production
- Digital ads
- Presentation/pitch deck templates

FEES

Verite proposes a fee of \$225,000 for 15 months, billed monthly, June 1, 2026 to August 31, 2027 to cover the deliverables and services outlined above.



04.1 Selected Work

UNIVERSITY OF MISSOURI

We partnered with Mizzou on a comprehensive project to elevate and reposition the University. The project scope included a new campaign theme, updated language and visuals, campaign rollout recommendations (including execution demos), a brand standards guide, and a series of video stories culminating in a new anthem video.

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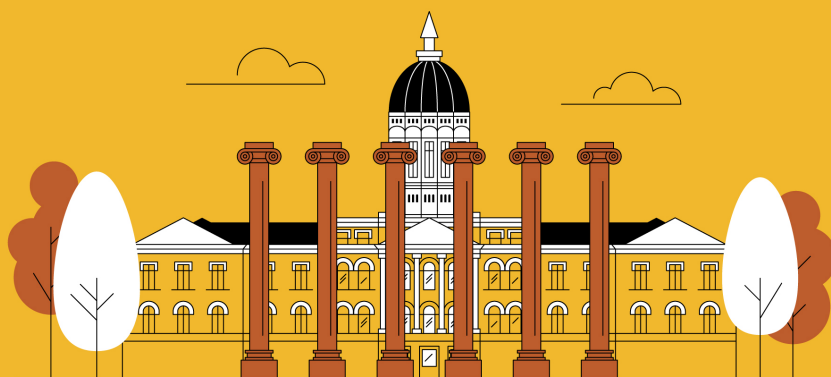


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Verite also developed a series of videos about the University of Missouri Research Reactor (MURR), its vital role in the production of medical isotopes for treating cancer, and the importance of NextGen MURR in expanding critical cancer-fighting research and medical isotope production for decades to come. The project scope included a motion graphic explainer video leveraged across a variety of marketing platforms, motion graphic mini-stories that were displayed at The Society of Nuclear Medicine and Molecular Imaging Conference, and a live-action video for their \$2 billion fundraising campaign.





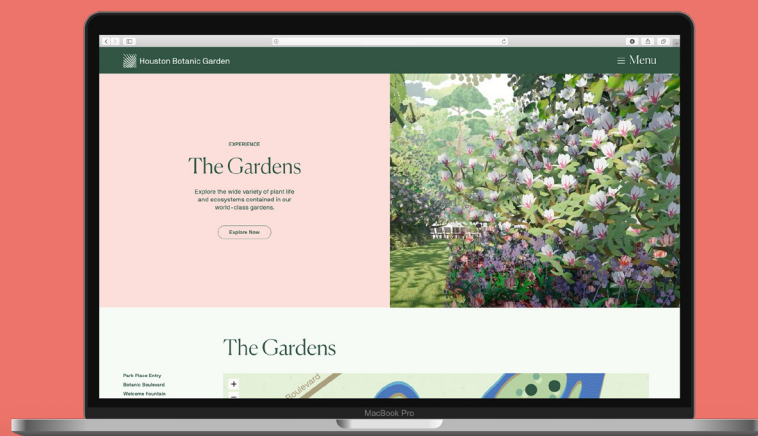
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04.2 Selected Work

HOUSTON BOTANIC GARDEN

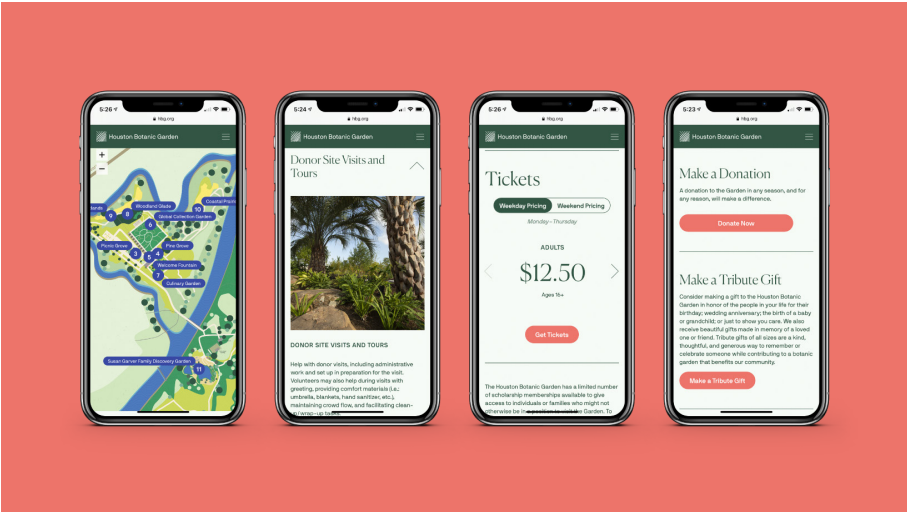
The Houston Botanic Garden hired Verite to create its visual identity system along with a comprehensive website and their signature “Life Grows Here” tagline. The website is used as a vital resource to find out information about the garden, become a member, and buy tickets. Our strategic campaign leading up to the garden’s opening has also been implemented across billboards, digital marketing platforms, and printed materials.





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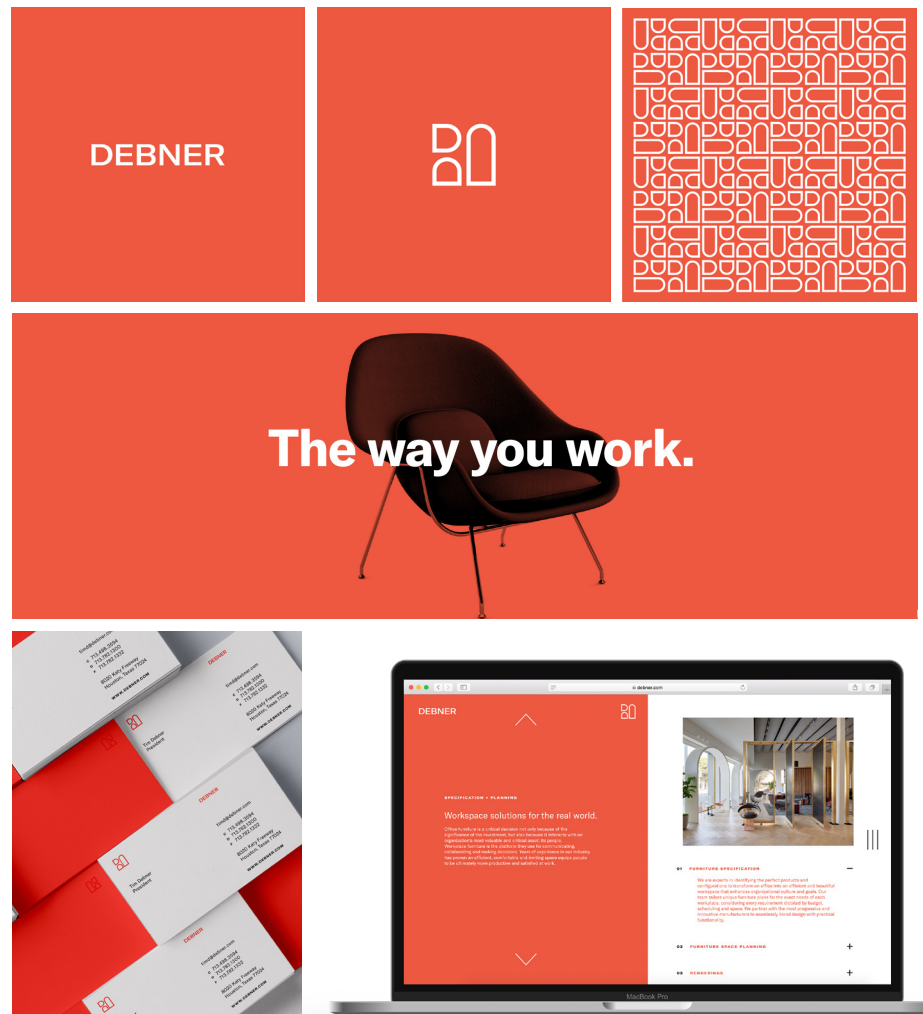
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04.3 Selected Work

DEBNER

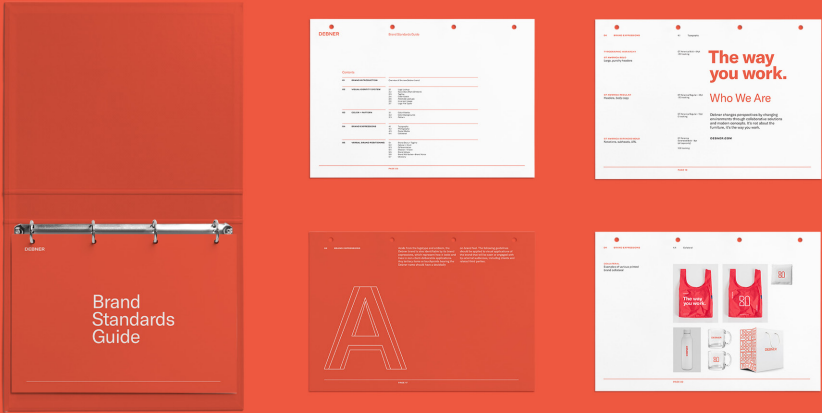
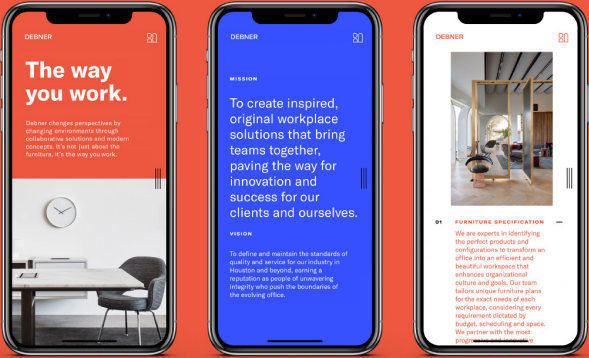
Debner, Houston's premier workplace planning firm and MillerKnoll dealer, hired us to rebrand the company. This included establishing a new visual identity, the strengthening and future-proofing of Debner's mission and vision through copywriting, designing and developing a new web platform, and producing a variety of marketing collateral to unify the brand system (e.g. business cards, letterhead, resumes, promotional collateral), as well as conceiving and producing a striking video campaign.





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04.4 Selected Work

RICE MAGAZINE

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Rice Magazine is the flagship print and online publication of Rice University and is distributed quarterly to 60,000 alumni, staff, faculty, parents of undergraduates, donors, and community leaders. We provided art direction and layout design for the 53-page feature well of its Spring 2024 Research-themed issue. Our charge was to establish a unique and dynamic design befitting of its theme, highlighting Rice's cutting-edge research and forward-thinking researchers, and generating excitement about some of the University's most impressive initiatives. Our team worked closely with the editorial staff throughout the revision and proofing cycles to ensure all assets were delivered by the print deadline.





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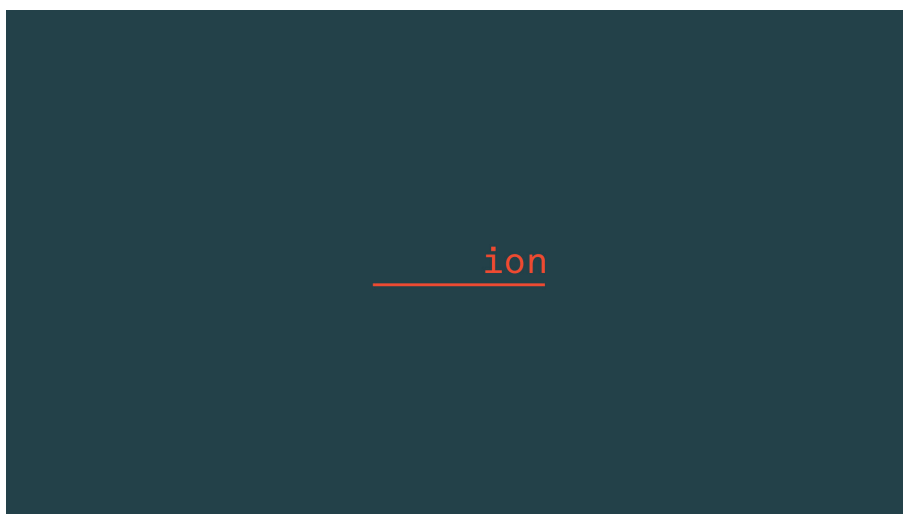
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04.5 Selected Work

THE ION

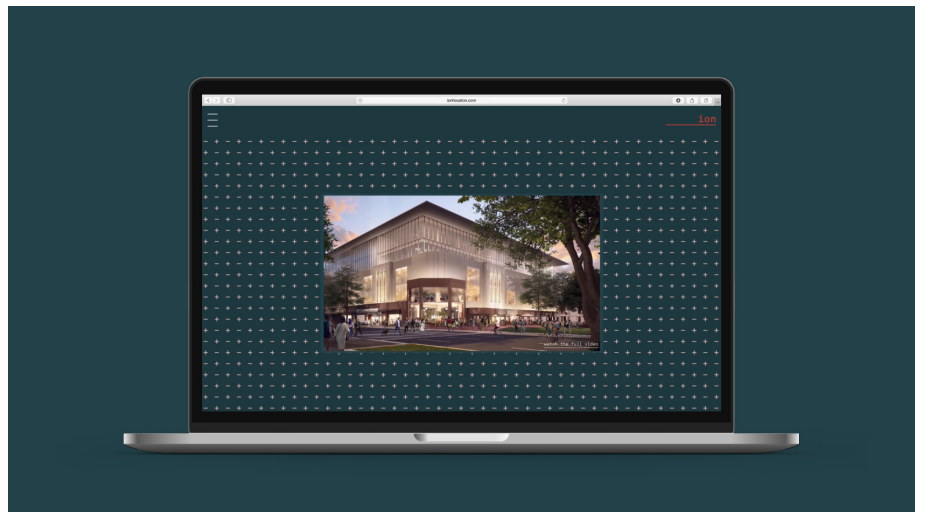
Rice Management Company hired Verite to develop and execute a strategic roadmap for their vision to transform the area in and around the former Sears building in Midtown into Houston's innovation hub and district. Our name for the hub, "The Ion," was announced in 2019 by Rice and Mayor Sylvester Turner. We then brought The Ion brand to life through a series of strategically produced stories, digital platforms, printed materials, and architectural experiences designed to create a voice and narrative culminating in the building's opening in early 2021.





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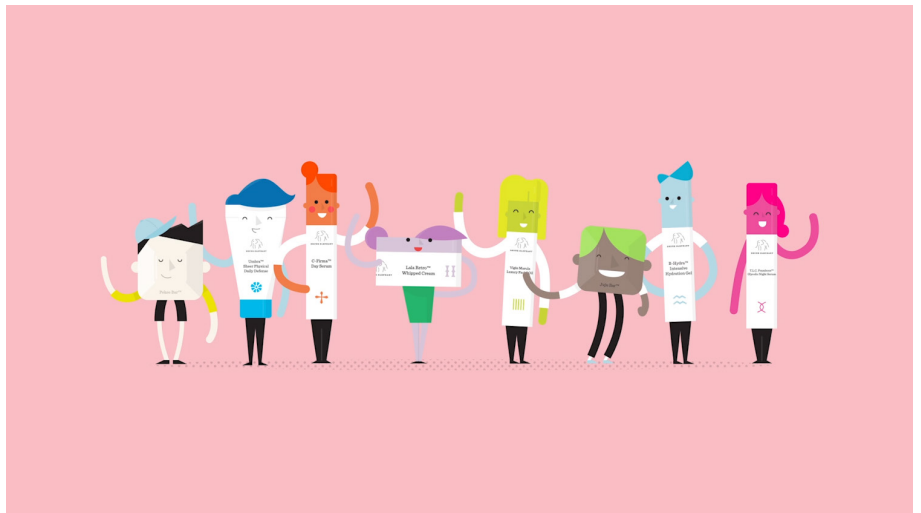
04.6 Selected Work

DRUNK ELEPHANT

Verite helped Drunk Elephant launch its skincare brand in 2010 and has since been involved in the creation of its brand messaging for new products and signature campaigns. From packaging to product launch animations, in-store iPad kiosks to campaign microsites, Verite has infused DE's fun personality and vibrant color palette to introduce and promote products on DE's social media platforms and in stores around the world.

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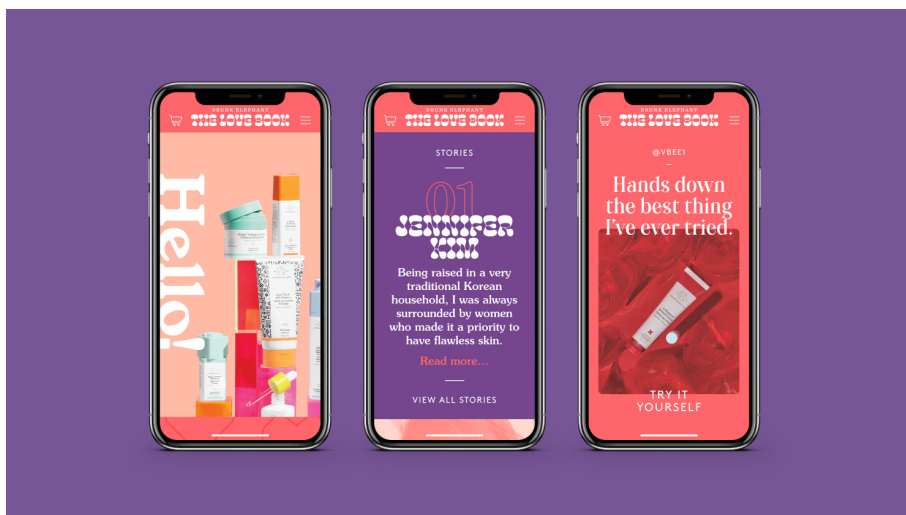
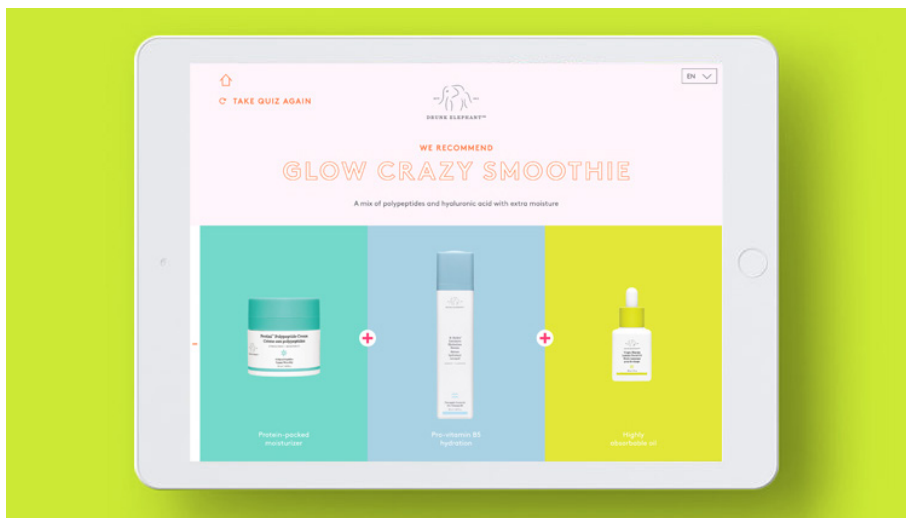




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04.7 Selected Work

COTIDIE

Verite launched the new fashion brand, Cotidié, a professional women's wear line that uses moisture-wicking, breathable, wrinkle-resistant fabrics to create timeless and functional pieces that take you from the office to a night out. This included establishing a new visual identity, tagline, mission, vision, and marketing language through copywriting, product and fabric naming, designing and developing a new ecommerce web platform, producing a packaging system and other brand collateral, as well as concepting and producing all product and lifestyle photography and video and seeding the brand on social media.



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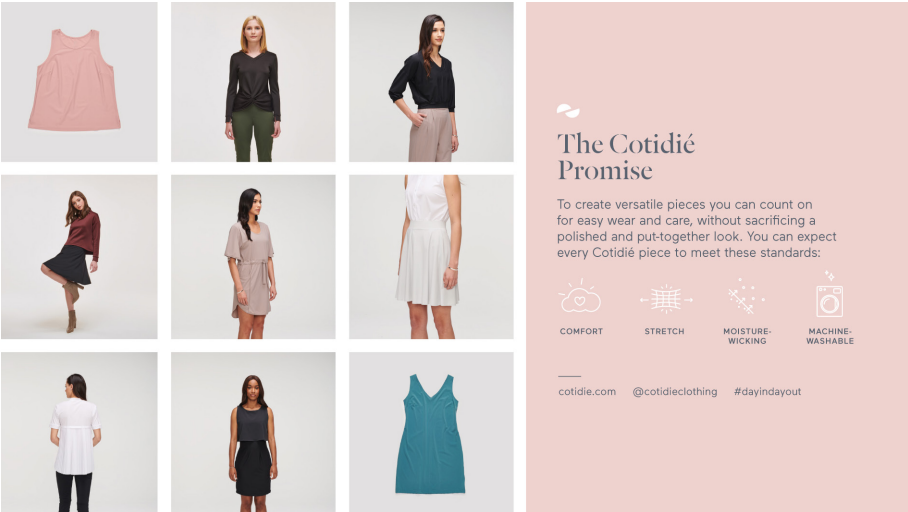
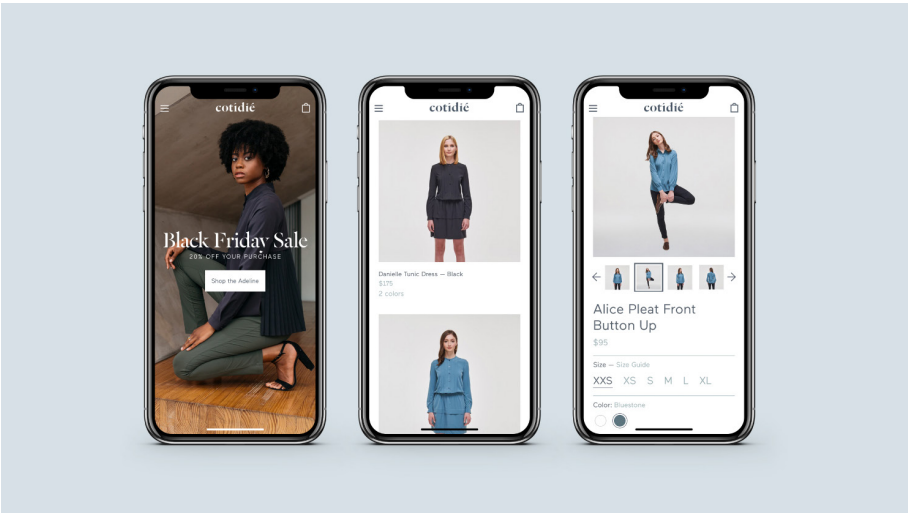
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04.8 Selected Work

UNIVERSITY OF HOUSTON HILTON COLLEGE HALL OF HONOR

Verite recently completed a project for the Hilton College Hall of Honor, an interactive experience featuring alumni success stories, hospitality history, and insight into opportunities a hospitality career will provide in the future. The Hall includes mixed-media exhibits with touch screens, videos, and ephemera from the hospitality archives. Our team designed the physical space, exhibitions, videos, and all graphical elements.

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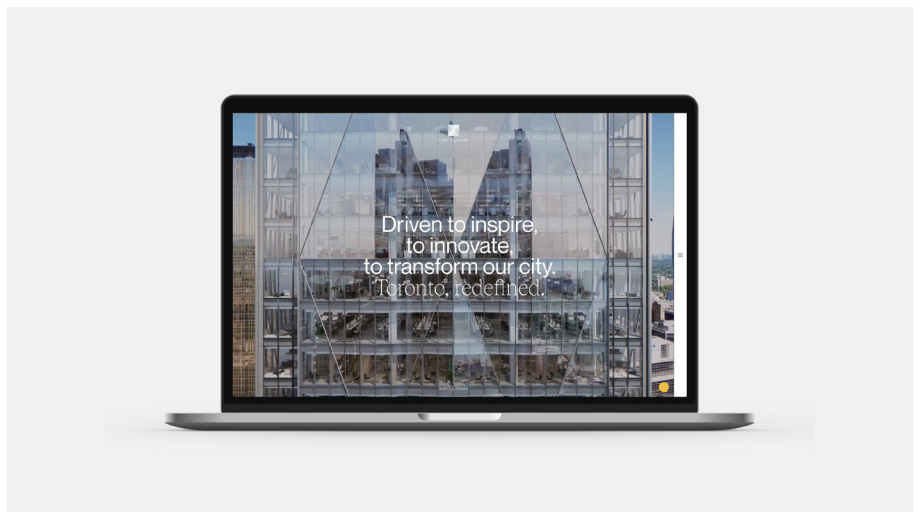
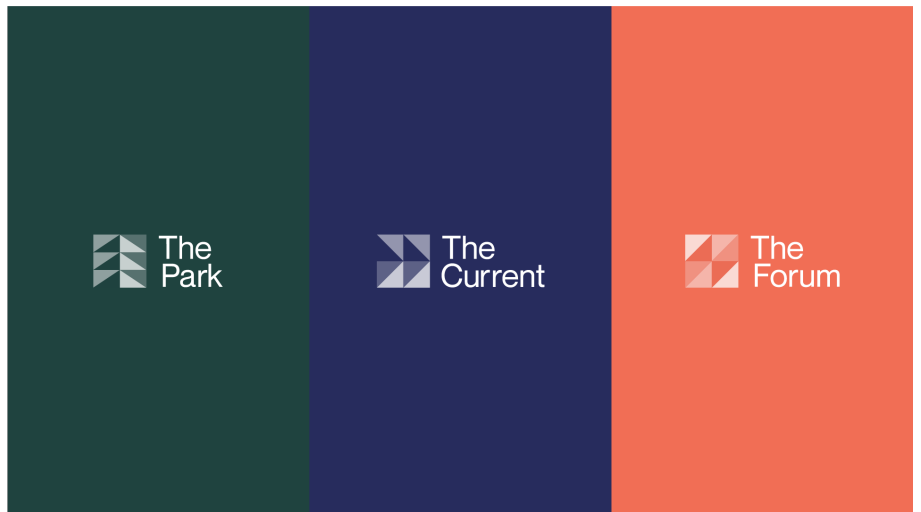
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04.9 Selected Work

HINES — CIBC SQUARE

Verite partnered with Hines to build out the operational brand for two innovative buildings in Toronto known as CIBC SQUARE. The scope of the project included brand strategy, brand system development, messaging, collateral, and website development.

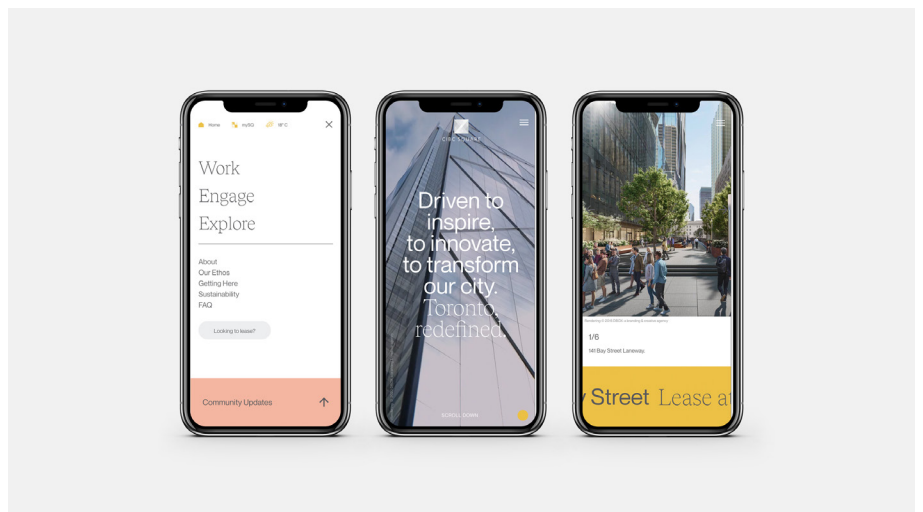
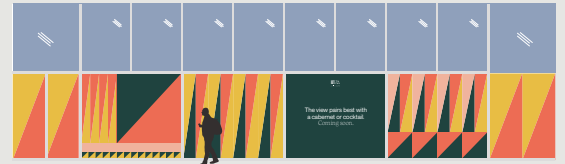




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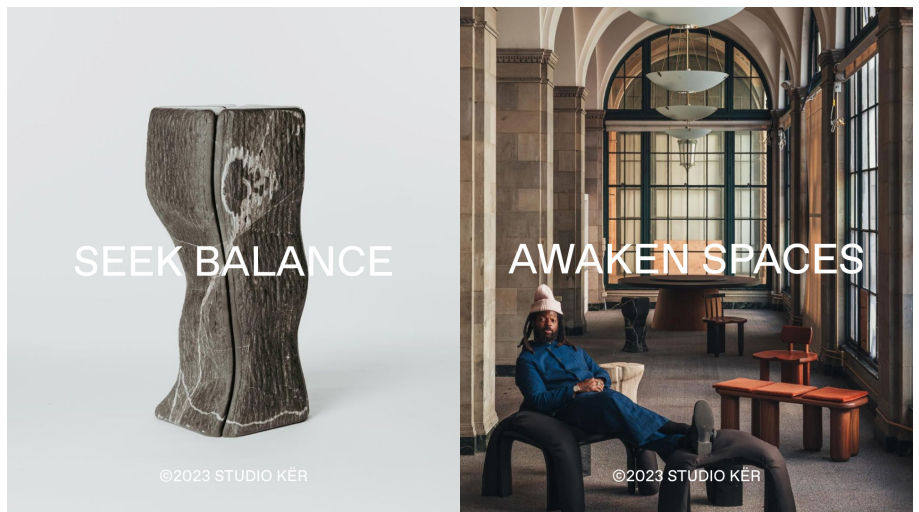
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04.10 Selected Work

STUDIO KÉR

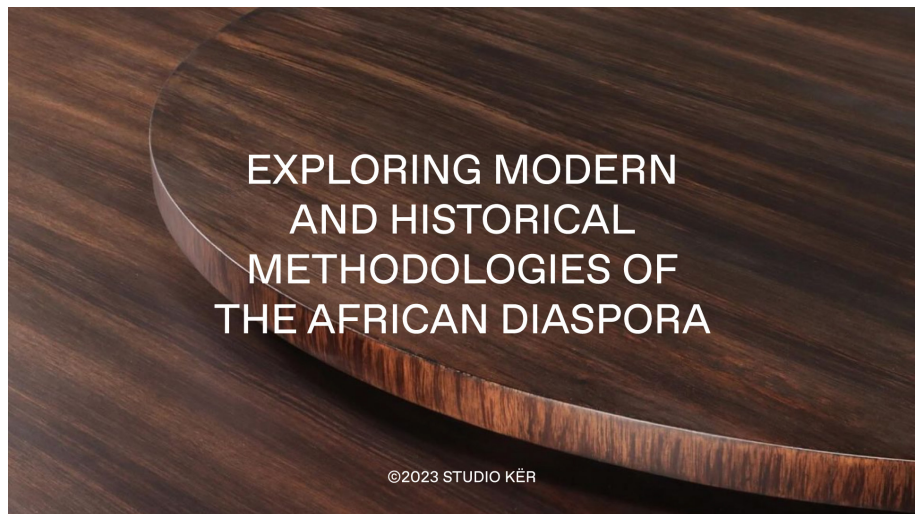
Verite partnered with former NFL star and Super Bowl winner Michael Bennett to develop a brand for his high-concept furniture designs. Studio Kër explores modern and historical methodologies of the African diaspora, challenging conventional Western perceptions to cultivate meaningful connections and enrich cross-cultural dialogues. We developed a visual brand system, brand messaging, and social media content for launch.





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VERITE

STORY SHOP

We look forward to continuing
the conversation.

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PRAIRIE VIEW A&M UNIVERSITY

Statement of Work for Creative
Services and Assets

CONTACT

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01

Overview

This Statement of Work (SOW) outlines the tasks required for Verite Story Shop LLC (herein referred to as “Verite”) to create a collection of creative assets and brand messaging in support of the 150th anniversary celebration for Prairie View A&M University (herein referred to as “PVAMU”). Verite shall perform in accordance with this SOW, which shall be effective when mutually executed for implementation, at which time this SOW becomes contractually binding on Verite and PVAMU.

02

Scope of Services

The deliverables identified below will be produced throughout the engagement term of June 1, 2026, to August 31, 2027.

DELIVERABLES

—**Environmental graphics**

Building and pole banners, backdrops, etc.

—**Billboard graphics**

—**Microsite for the 150th anniversary**

Design and development on WordPress platform

—**Event invitations**

—**Graphics for live events**

—**Alumni magazine dedicated to the 150th anniversary**

Includes art direction, page layout design, sourcing of photographers and/or illustrators and creative direction

—**Strategic brand and messaging framework**

Includes refinement of the brand toolkit and perception study

—**Additional assets and services**

Verite will allocate appropriate resources each month to execute additional, creative services and deliverables as needed. These could include:

- Social media design system
- Branded email templates
- Branded collateral (apparel, merchandise)
- Video bumpers
- Video production
- Digital ads
- Presentation/pitch deck templates

03

Fees and Invoicing

Verite’s fee for providing the services and assets identified in Section 02 is \$225,000, to be billed monthly at \$15,000 from June 1, 2026 to August 31, 2027.



PRAIRIE VIEW A&M UNIVERSITY

Statement of Work for Creative Services and Assets

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04

Verite's Responsibilities

- Verite will manage and fulfill the deliverables of the project overall.
- Verite will ensure dedicated staff availability to execute any needs that require a quick turnaround.
- Verite will work with PVAMU to create a project roadmap to govern scope, timelines, milestones, and resources.
- Verite is responsible for developing and maintaining scheduling details through advance communication with PVAMU.
- Verite and PVAMU shall together, closely monitor delivered services.
- Verite shall present status updates and deliverables to PVAMU in meetings/ reviews/approvals, or as appropriate by email or conference calls.

05

PVAMU's Responsibilities

- PVAMU will provide to Verite in a timely manner access to all requested personnel and materials deemed necessary to carry out the terms of this SOW.
- PVAMU will provide all necessary and relevant feedback when requested in a timely manner with mutually agreed upon deadlines for each request.

06

Inspections and Acceptance

PVAMU shall inspect all deliverables that Verite develops under this SOW. Verite will participate in these inspections and review the results of the inspections. Verite shall endeavor to resolve all material issues resulting from PVAMU's inspections as notified through virtual meetings, by phone or email.

07

Mutual Responsibilities

07.01 PROGRESS UPDATES AND MEETINGS

Progress reports via email, conference calls, and in-person meetings (as required) will be scheduled throughout the project at mutually agreed upon intervals and locations/times.

07.01 REVIEW MEETINGS

Throughout the course of the project, it will be necessary to convene meetings to review project status and issues. Verite and PVAMU agree to make available for these meetings the necessary personnel from their respective groups, contractors or third parties with relevant knowledge to address specific status updates, issues and/or concerns.

08

Change Management Process

08.1 PROBLEM IDENTIFICATION

After deliverables have been accepted by PVAMU, if either party identifies a potential problem or issue that they believe may result in a change of scope and/or requirements, the identifying party must make the other aware in writing as soon



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as possible.

08.2 CHANGE VALIDATION

Once both parties are aware of a potential change, each will be responsible for jointly validating whether or not a change is warranted under the terms of this SOW, and if in fact a change order is required. these meetings the necessary personnel from their respective groups, contractors or third parties with relevant knowledge to address specific status updates, issues and/or concerns.

08.3 IMPACT ESTIMATION

If a change order is necessary, Verite will provide PVAMU in a timely manner an estimate of the impact on the schedule and fees associated with said change.

08.4 APPROVALS AND ACCEPTANCE

The signatories from each party of this SOW must agree to and sign a written change order that describes the nature of the change, the specific new requirements as a result of the change, the impact on the schedule as a result of the change, and the potential additional fees associated with the change on a time and materials basis.

08.5 IMPLEMENTATION

Only after both parties have executed a written change order agreement, will the new requirements related to the change be incorporated into the project plan.

09 Terms

09.1 FIXED PRICE PLUS EXPENSES

Both parties agree that Verite took sufficient care in outlining the expected scope covered in this SOW and that PVAMU provided all known issues in advance that may impact the scope and duration of this project. Should issues come to light that impact the scope and/or schedule of the project, Verite and PVAMU agree to a potential change in the fee rates and/or schedule for this project to reflect the work needed to complete the newly discovered requirements.

09.2 TIME AND MATERIALS

Once the project is underway, any changes in scope that go beyond the general parameters outlined above will require a separate SOW or a change order to the SOW itself. In such cases where a change order is needed, Verite and PVAMU will follow the change management process outlined in section 8. If both parties agree to implement a change, Verite will invoice PVAMU for such work at an hourly rate of \$175 plus any necessary materials and expenses.

09.3 OWNERSHIP

PVAMU will have full ownership of all deliverables created by Verite under the scope of this SOW where a deliverable includes creative concepts and assets or technical algorithms, code, and data.

----- APPROVALS ON FOLLOWING PAGE -----



10 Approvals

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SOW.

Verite Story Shop LLC

Prairie View A&M University

WJK

PRAIRIE VIEW A&M UNIVERSITY

Statement of Work for Creative
Services and Assets

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By:

Name: Douglas Newman
Title: Managing Partner
Date: May 14, 2026

DN

8/19/2026 | 9:33 AM CDT

By:

James R. McKee

Name: James R. McKee

Title: Sr. Vice President, Chief Financial Officer
Date:

8/19/2026 | 10:32 AM CDT

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Statement of Work for Creative Services and Assets** (“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 Verite Story Shop LLC, a **New York limited liability company**, (“Verite”) dated June 1, 2026. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Verite may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

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

MISCELLANEOUS CLAUSES

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

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

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

Indemnification. Subject to the statutory duties of the Texas Attorney General, Verite 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 Verite under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Verite’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Verite 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 Indemnatee’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 Verite's service to PVAMU. Except as specifically required under the terms of this Agreement, Verite (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, Verite is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Verite 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. Verite shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

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

Non-Assignment. Verite 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 Verite can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Marketing & Communication
100 University Drive
Prairie View, Texas 77446
Attention: Alexandra Chapman
Telephone: 936-261-2108
Email: aychapman@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

Verite:

Verite Story Shop LLC
8 Iden Ave
Larchmont, NY 10538
Attention: Douglas Newman
Telephone: 713-244-4960
Email: douglas@veritestoryshop.com

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

purpose except as expressly permitted in writing by PVAMU. Upon termination of this Agreement, Verite shall discontinue the use and display of any PVAMU Marks and PVAMU may cease use of all deliverables bearing any PVAMU Marks at its sole discretion. Verite's provision of the Services, as more fully described in the Statement of Work, must comply with all applicable A&M System and PVAMU policies, regulations, rules and procedures, including, but not limited to PVAMU's Brand Guidelines, attached hereto and fully incorporated by reference.

Ownership of Created Works. The Parties intend that all works prepared by Verite under this Agreement ("Deliverables") will be works made for hire and the copyrights and all other rights in the Deliverables will be the sole and exclusive property of PVAMU. If, for any reason, the Deliverables would not be works made for hire, then Verite irrevocably assigns, transfers and conveys to PVAMU, for no additional consideration, all of Verite's ownership, rights, title and interest in and to the Deliverables, including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. Verite certifies that all Deliverables will be original, or that Verite will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by PVAMU. Verite shall secure for PVAMU all consents, releases, and contracts and perform other reasonable acts as PVAMU may deem necessary to secure and evidence PVAMU's rights in any Deliverable.

STATE AGENCY CLAUSES

Conflict of Interest. Verite 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 Verite 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*, Verite 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 Verite to attempt to resolve any claim for breach of contract made by Verite that cannot be resolved in the ordinary course of business. Verite 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 Verite's claim and any counterclaim and negotiate with Verite 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 Verite is providing goods to PVAMU under this Agreement, Verite 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. Verite represents and warrants that Verite 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. Verite 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, Verite 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. Verite certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Franchise Tax Certification. If Verite is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Verite certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Verite 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. Verite has indicated it will not subcontract any of its duties or obligations under this Agreement. If Verite will subcontract any of its duties and obligations under this Agreement, Verite 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 Verite and PVAMU may terminate this Agreement without further duty or obligation hereunder. Verite 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 Verite for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. Verite 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 Verite 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*, Verite agrees that any payments owing to Verite under this Agreement may be applied directly toward certain debts or delinquencies that Verite 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. Verite 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 Verite is an individual, by signing this Agreement, Verite 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. Verite 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. Verite acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and Verite 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 Boycotting Energy Companies. To the extent that Chapter 2276, *Texas Government Code*, is applicable to this Agreement, Verite certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Verite 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, Verite certifies that (i) it does not currently boycott

Israel, and (ii) it will not boycott Israel during the Term of this Agreement. Verite 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, Verite 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. Verite 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. Verite 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*. Verite 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. Verite 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, Verite 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. Verite 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 Verite agrees that this Agreement can be terminated if Verite knowingly or intentionally fails to comply with a requirement of that subchapter.

VetHUB Subcontracting Plan. Verite has indicated it will not subcontract any of its duties or obligations under this Agreement. If Verite will subcontract any of its duties and obligations under this Agreement, Verite 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.

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

James R. McKee

Signature

James R. McKee

Name

Sr. Vice President, Chief Financial Officer

Title

8/19/2026 | 10:32 AM CDT

Date

VERITE STORY SHOP LLC

Douglas Newman

Signature

Douglas Newman

Name

Managing Partner

Title

8/19/2026 | 9:33 AM CDT

Date

WK