



May 11, 2026

Prairie View A & M University
700 University Drive
Prairie View, Texas 77446
United States

PRICING PROPOSAL / STATEMENT OF WORK

We appreciate your consideration and look forward to building a long-term partnership with you. StarRez can help you increase recruitment, retention, occupancy, revenue, and resident satisfaction like no other system.

We have provided pricing to support your immediate needs. We've described the details around the services necessary to bring you live so that you can recognize the return on your investment as quickly as possible. Finally, we've included pricing for optional solutions for future reference as you expand and evolve your operations. This pricing is valid through **June 11, 2026**.

- ✓ **Cloud Delivered** - Cost Effective, Fully Managed, Secure, and High Performance.
- ✓ **Web-based Staff and Resident Solutions** - Supporting All Modern Browsers.
- ✓ **Comprehensive Implementation** - Onsite visits, training, and implementation services included to effectively train the team and bring the system live.
- ✓ **Complete, Easy-to-Use Solution** - Tools Empower Your Entire Range of Staff and Resident Users.
- ✓ **Market Leader** - StarRez is the clear market leader with more than 1,300 customers managing almost 2 million beds worldwide.

"StarRez lets us spend more time with our students and have more thoughtful interventions on everything from billing to assignments to resident well-being."

Dante Brooks
Assistant Director of Housing Administration
University of Oklahoma

Thank you for your consideration, we look forward to working with you.

1) SOLUTION & LICENSING

SOLUTION DETAILS (Items Included in this Software License)	
✓ StarRez Core Solution:	○ Staff Tools ○ Main Resident Directory ○ Built-in Reporting, Charting, Occupancy Graph, Dashboard, & Analysis Tools ○ Email / Mail Merge Tools & Correspondence Tracking ○ Email Scheduler ○ Billing, Accounts, Financial Reporting ○ Auto Room Allocations / Assignments ○ System Administration – Audit Trails, Backup Scheduling, Security Access ○ GDPR/CCPA Privacy Tools ○ On-demand Test Environment ○ Photo Import Integration ○ StarRez Housing Mobile App – Resident Directory & Fast Check-in/Out ○ Date-Dependent Room Configuration ○ Staff and Student Single Sign-On with Microsoft Azure ○ PortalX – Google Tag Manager ○ Resident Portal ○ Online Housing Applications ○ Configurable Group Validation and Business Rules ○ Online Contract with Electronic Signature with Parent/Guarantor Signature ○ reCAPTCHA Widget ○ TAWK.To Online Chat Integration (Requires an account with TAWK.To) ○ Online Payment Integration with Touchnet
✓ Forms Builder Solution	○ Online Forms Builder ○ Standard Forms and Reports Included – Meal Change Request, Early Arrival/Late Departure, Break Housing Request, Housing Exemption Request, Room Change Request, Contract Cancellation Request
✓ Roommate & Room Selection Solution:	○ Online Room Selection & Lottery Management ○ Roommate Matching & Messaging Management ○ Online Advanced Wait Lists ○ Roommate Agreements ○ Room Swap ○ Entry Invitation ○ Room Sort Order ○ PortalX Survey
✓ Billing Solution:	○ Automated Housing & Meal Plan Prorate Billing Tools ○ Charge Scheduler
✓ Community Management Solution:	○ Community Programming ○ Community Interactions ○ Visitor Tracking ○ Community Concerns ○ Duty Rounds ○ Curriculum ○ Pulse Surveys ○ 1 Data Subscription
✓ Inventory & Inspections Solution:	○ Room Inventory & Inspections Module w/ Mobile ○ Room Keys Management ○ Online Appointments Self Selection
✓ Integrations Included:	○ Demographic Import (Flat-File) Integration from Banner ○ Room Assignment Export (Flat-File) Integration to Banner ○ Meal Plan Export Interface

○ Financial Export (Flat-File) Integration to Banner ○ Security Card Access Export Integration	
✓	Cloud Platform Solution: ○ 99.9% uptime ○ Fully managed updates to ensure you are on the latest version and features ○ Fully Automated Backups and Redundancy ○ High-Performance Platform

PRICING	
Software Subscription ✓ Up to 5000 Beds ✓ Up to 700 Concurrent Resident Portal Users ✓ Includes Modules/Features Outlined Above ✓ Includes Annual Support – Voice, Chat, Online Help ✓ Includes StarCare Online Access - Online Videos, Training, Best Practices, Learning Plans ✓ Includes Access to StarRez User Community & Connect Events	\$150,117.50
Software Subscription Discount – 18% if contract signed by June 8, 2026	27,021.06
Net Software Subscription	\$123,096.44
Implementation: ✓ Up to 120 Services Hours for project implementation ✓ Up to 63 Hours for Implementation Specialist ✓ 3 Days custom training and services ✓ Configuration, data conversion, interface configuration and go-live support	\$39,600 One-Time
Implementation Services Discount – If contract signed by June 11, 2026	\$15,787.11
Net Implementation Services	\$23,812.89
TOTAL INITIAL INVESTMENT =	\$146,909.33

2) ADDITIONAL BEDS & OPTIONAL SOLUTIONS

ADDITIONAL BEDS – ANNUAL SUBSCRIPTION PRICING	
Additional Beds - Additional beds can be purchased in increments of 50 at the following quantities and associated price breaks.	\$24.62

OPTIONAL SOLUTIONS – ANNUAL SUBSCRIPTION PRICING	
Maintenance Work Order Solution - Simplify maintenance management and enhance resident satisfaction with online work order submissions, efficient tracking and reporting, mobile work order creation and completion with photographic documentation, and seamless integration with third-party maintenance systems.	\$4,546
PortalX Resources - Automate distributing, returning, and reviewing resources at your institution with the Resources Module.	\$823

Note: Optional items pricing valid for 3 months from initial contract signature. Selection of optional modules may require additional services hours for implementation.

3) IMPLEMENTATION SERVICES INCLUDED WITH LICENSE PURCHASE

SERVICES & IMPLEMENTATION	
Fully Managed Cloud Solution	StarRez Fully Managed Cloud is a proven and complete managed service which significantly reduces your IT burden and hardware costs. Advantages include:

Setup & Installation	- Faster implementations – No waiting for hardware or services to be commissioned - Full installation – All services are included, no server setup or configuration required - Reliable & Secure - Automated backups, included redundancy & secure infrastructure - Fully Managed – Includes all updates, applying patches, system updates, administration, StarRez updates etc. StarRez Cloud includes: - Production Environment - On-Demand Sandbox Environments - Sandbox environments are available up to 10 times per year for 7 consecutive days at no cost. They include StarRez Staff Tools only testing.
Comprehensive Project Management	Consulting and project management included during implementation. StarRez provides a dedicated Project Manager who drives the process jointly with your team. StarRez works with you to define the specifications and business rules for the Resident Online Solution and interfaces as required. Our Project Manager provides you a focal point for every aspect of the project and drives the implementation process for StarRez, working with your Project Leader to ensure the delivery of milestones on time. We will provide a combination of consulting, project planning hours, in addition to the training and go-live support days outlined, all coordinated by a dedicated StarRez Project Manager for the duration of the project, including: - Project planning and review including configuration, StarRez-Portal, and Interface scoping - Subject Matter Consulting - Power User and Project Team Training - Go-Live Support The Project Manager will propose agendas for the required meetings, with the contents mutually agreed. Project implementation services and associated hours are available for a duration not to exceed 9 calendar months. Additional hours can be purchased as necessary. <i>Please note that travel and expenses for onsite visits are the responsibility of the Customer.</i>
Data Conversion	A single data conversion is provided from an existing repository of current year resident data to the StarRez system. Services are provided to upload the Current Residents and the Current Room Configuration into the system. The information for both data loads is to be provided using file templates that will be provided by StarRez, using the following standard formats: .CSV or .XLS formats. Additional data conversion needs can be scoped as necessary. Current resident data includes, demographic import of non-active residents, opening balance transaction import, current application data, current meal plans, and current room bookings. StarRez recommends only importing data necessary for system go live. <i>Additional data conversion needs can be scoped as necessary.</i>
Historical Data Conversion	A single data conversion is provided from an existing repository of up to (1) years of historical resident data into the StarRez system. The historical data for all years being imported will be the same format and options as the current year resident data. StarRez encourages only importing data necessary to maintain business operations moving forward post implementation.
Subject Matter Consultation	StarRez employs the strongest subject matter experts in the market. As part of the implementation our team will help improve your business processes, institute global best practices, scope your specifications and requirements, and refine business rules for incorporation into the system.
Interfaces	Our standard interfaces quoted above, are built using our standard interface tools, in a batch file format. If web services or other methods are required, please let us know and they will be priced and delivered accordingly.
Documentation, Videos, In-Context Help, and Knowledge Base Resources	StarRez is a powerful platform for managing resident accommodation and campus life operations. To help your team learn StarRez now and in the future, we have provided an extensive resource of documentation, in-context product help, training videos, and knowledge base articles for all modules and system administration.

4) ONGOING SUPPORT SERVICES

SUPPORT SERVICES	
Fully Managed Annual Support, Maintenance, and Updates	Through the StarRez Support Team (StarCare), StarRez provides fast and friendly support to its user community. All support requests are logged online through our intelligent logging system that enables you to receive support when needed. Standard StarCare support is available Monday through Friday during your business hours, excluding Public Holidays. Emergency after hours support is available to help with severity 1 issues. StarRez Annual Support, Maintenance, and Updates include: • Customer support via phone, email, web job logging, and chat • Remote installation of StarRez software Updates • Free Online Training Videos and Materials • Maintenance and Support of the online StarRez Portal Our Service Level Agreement (SLA) outlines all support commitments and details. The most current SLA is posted in our Customer Care Site for reference.

5) ADDITIONAL SERVICES AVAILABLE

PROFESSIONAL SERVICES		
On-site Training & Consulting Services	On-site services can range from training, subject matter consulting, integration, and configuration related activities. Additional services will be quoted and confirmed prior to services being rendered. StarRez will customize training to meet your operational requirements. Our goal is to ensure that your team is comfortable using the system in order to gain its maximum advantages. <i>NOTE: Travel and expenses are charged separately.</i>	\$2,000/Day
Remote Training & Consulting Services	Remote training, custom documentation and/or subject matter consulting services not included in this Proposal are available hourly. Remote training and consulting can be conducted by telephone with an online webcast as needed.	\$275/Hour
Additional Data Uploads & Conversions	If StarRez is required to perform multiple data conversions and imports of additional data, the work will be scoped, priced, and carried out according to the hourly rates.	\$275/Hour

Please Note: Prices are subject to change. Pricing will be based on the then current rates.

6) PAYMENT TERMS

PAYMENT TERMS & TAXES
• Annual Subscription: 100% of the first-year fee is due (net 30 days) at contract signature.

• Scope of License: This Agreement and associated modules and interfaces are licensed for the Housing operation only, and not intended or licensed for campus-wide use, unless otherwise indicated.
• Implementation Services: 100% is invoiced (net 30 days), at contract signature.
• Payment Terms: Unless otherwise agreed with StarRez or provided in this SOW, payment terms are net 30 days from the invoice date. Late Fees will accrue interest at a rate of 1% per month or at the highest rate permitted under applicable Laws, whichever is lower. Without limiting any other rights under the Agreement, late payment of fees may also result in StarRez suspending the provision of Services to the Customer.
• Invoices: Invoices for the Annual Subscription will be issued 60 days prior to the renewal dates (anniversary of the Commencement Date). If additional sites, users, modules, interfaces, beds and services are purchased after the Commencement Date, additional fees will be assessed, and the fees will be recalculated and invoiced accordingly.
• Annual Subscription Fee: StarRez shall have the right to modify the annual subscription fee every year by giving the PVAMU written notice at least sixty (60) days prior to the end of the then current annual term. Increases shall be up to 5%.
• Travel Expenses: All expenses will be agreed to in advance by the parties and subject to Customer’s Travel and Expense Policy. Travel expenses are invoiced (net 30 days), and due monthly. Accommodations, meals, and ground transportation for StarRez on-site visits will be billed to PVAMU based on receipts and invoiced in full.
• Taxes: In addition to the fees described in this Agreement, PVAMU is responsible for all applicable taxes and assessments due in connection with this Agreement, including any penalties resulting from the failure to pay, if applicable.

7) MISCELLANEOUS TERMS

TERMS
• Initial Term: The initial Term of this SOW shall be five (5) years from the date of the Commencement Date.
• Renewal Terms: This SOW may only be renewed upon mutual written agreement of the Parties.
• Implementation Services hours provided, are based on the current understanding of the project scope and requirements. If additional implementation services are required, in order to complete the project, additional hours will be scoped, agreed and charged on a time and material basis at the standard StarRez rates.
• Governance: All Services provided under this SOW are governed by the StarRez Master Subscription Agreement (MSA) available as Exhibit A of this Statement of Work.
• Capitalized Terms: All capitalized terms in this SOW not separately defined will have the meaning given in the MSA.

Through the signatures of their duly appointed representatives, PVAMU and StarRez agree to be bound by all provisions contained in this Agreement as of the Effective Date which shall be defined as the date of last signature.

Prairie View A&M University	StarRez Inc.
Signature: <u>James R. McKee</u>	Signature: <u>Brent Waller</u>
Name: <u>James R. McKee</u>	Name: <u>Brent Waller</u>
Title: <u>Sr. Vice President, Chief Financial Officer</u>	Title: <u>Interim Chief Revenue Officer</u>
Date: <u>8/3/2026 2:25 PM CDT</u>	<u>7/31/2026 9:33 AM PDT</u>

Wk

	Date: _____
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Exhibit A – StarRez Master Subscription Agreement

This StarRez Master Subscription Agreement (“MSA”) together with all applicable ordering documents including the Statements of work (“SOW”) (collectively, the “Agreement”) is entered into by and between the entity licensing the Services (“Customer or “PVAMU”) and the StarRez entity identified in the Statement of Work (“StarRez”). PVAMU and StarRez are individually a “Party” and collectively, the “Parties”. This MSA, SOW, and any other documents or terms incorporated by reference, constitute the entire agreement and understanding between the Parties on the subject matter.

This Agreement is a binding contract on PVAMU and governs our supply and the use of and access to the Services by PVAMU and its Authorized Users.

By accepting this Agreement, either by executing a Statement of Work, accessing or using the Services, or by authorizing or permitting any Authorized User to access or use the Services, PVAMU agrees to be bound by this Agreement and is responsible for compliance with this Agreement by Authorized Users. To the extent of any inconsistency between this MSA and a SOW, the terms of the SOW shall prevail.

1. Access to and use of Service

1.1. Grant of rights. Subject to PVAMU paying the applicable fees as set out in the SOW, StarRez grants PVAMU a non-exclusive, non-transferable, limited right to access and use the Services during the Term in accordance with the Agreement. StarRez shall provide PVAMU access to the Services via the internet for the Term in accordance with this Agreement. StarRez Software and Services are for the Customer’s Housing and Accommodation Operations only.

1.2. Use of the Services. PVAMU will use the Services (a) solely for its own internal purposes for managing booking and residential activities for its residents and (b) otherwise in accordance with this Agreement and SOW. PVAMU will not provide access to any portion of the Services to any person or entity other than an Authorized User or as otherwise expressly permitted in this Agreement. PVAMU will promptly and without undue delay notify StarRez upon learning of any unauthorized use of the Services or any other breach of security related to the Services. PVAMU is fully liable for its Authorized Users’ use of the Services and compliance with the Agreement. StarRez may communicate with any Authorized Users about the Services, including how to use the Services.

1.3. Acceptable Use Policy. In its use of the Services, without limiting any other term of this Agreement, PVAMU agrees not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than Authorized Users or as expressly permitted by this Agreement; (b) use the Services to process data on behalf of any third party; (c) modify, adapt, or attempt to gain unauthorized access to the Services; (d) use the Services in any unlawful manner; (e) use the Services to send unsolicited or unauthorized mail, spam, other forms of duplicative or unsolicited communications; (f) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person’s intellectual property rights; (g) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (h) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software which comprises the Services; (i) use the Services to knowingly post, transmit, upload, link to, send or store any viruses,

malware, or any other similar harmful software; or (j) attempt to use, or use the Services in violation of this Agreement; (k) perform any significant load or security testing that is not expressly authorized by the Service Level Agreement without first obtaining StarRez's written consent; (l) fraudulently use the Services; and/or (m) use any data, code, or component of the Services in the use, development, training, or implementation of machine learning algorithms, artificial intelligence systems, or any similar automated decision-making technologies. If PVAMU violates this Acceptable Use Policy in any way, StarRez's shall have the right to immediately suspend PVAMU's access to the Services and/or terminate this Agreement.

2. Customer responsibilities and conditions of use

2.1. Provision of information. PVAMU is responsible for providing StarRez with the information necessary for StarRez to provide the Services. PVAMU is solely responsible for the accuracy, quality and legality of such information.

2.2. Compliance with Laws. PVAMU is solely responsible for ensuring that use of the Services, including the storage and transmission of Customer Data, is compliant with all applicable Laws and any policies and agreements which may be in place between PVAMU and an Authorized User

2.3. Authorized Users. PVAMU represents and warrants that (a) all Authorized Users are highly competent, suitably qualified and appropriately trained to be able to use the Services and (b) it has the minimum resources, including its own in-house support, as required to enable Authorized Users to adequately use the Services. PVAMU acknowledges and agrees that StarRez will provide commercially reasonable assistance to the PVAMU as specified in this Agreement (including in the SOW and service level agreement) and to the extent that additional training and support is requested by the PVAMU beyond what is reasonably required, the PVAMU may be liable to pay additional fees to StarRez for such support.

2.4. Testing. It is the Customer's responsibility to thoroughly test the Software at the time of delivery and throughout the term of the Agreement, and raise any configuration, integration or other issues with StarRez during the term of the Agreement. If the lack of testing becomes the reason for poor results and performance of the Software, StarRez is not liable for the outcome or results.

2.5. Additional Users. Should PVAMU utilize the Services in excess of the Services contracted for in the relevant SOW, StarRez shall have the right to contact PVAMU to discuss the overages and at StarRez's sole option either (a) require PVAMU to pay additional fees commensurate with the then-current rate under the SOW and charging from the time of overage or (b) require PVAMU to change its usage so that it conforms to the current SOW.

3. Payment and taxes

3.1. Fees. The Fees applicable to the Customer's use of the Services for the initial Term will be as set out in the SOW.

3.2. Payment. PVAMU agrees to pay StarRez for the Services in accordance with the payment terms set out in the applicable SOW. Except as approved in writing by StarRez, orders for Services are non-cancellable, Fees paid to StarRez are non-refundable, and the Services purchased cannot be decreased or reduced during the relevant Term.

3.3. Taxes. Unless otherwise stated in the SOW, PVAMU shall pay for all applicable federal, state, and local taxes and assessments due in connection with this Agreement as set out in the SOW. All Fees are exclusive of taxes.

4. Customer Data

4.1. Customer Data. PVAMU is solely responsible for the content of all Customer Data. PVAMU must secure and maintain all rights in Customer Data necessary for StarRez to provide the Services to PVAMU without violating the rights of any third party or otherwise obligating StarRez to PVAMU or to any third party. StarRez does not and will not assume any obligations with respect to the Customer Data or to the Customer's use of the Services other than as expressly set out in this Agreement or as required by applicable Law.

4.2. Right to use. PVAMU hereby authorizes StarRez to use the Customer Data for the purpose of enabling StarRez to perform the Services. Customer Data will not be replicated into a test environment unless requested in writing by the Customer. PVAMU warrants that throughout the term of this Agreement (a) PVAMU has the right to authorize StarRez's use of the Customer Data as set forth in this Agreement; and (b) the Customer Data is valid and accurate in all material respects. In addition, PVAMU grants StarRez the right to de-identify and aggregate Customer Data and to use such de-identified and aggregated data for its own purposes, provided that such data is never re-identified or associated with the Customer.

4.3. Data protection. StarRez maintains appropriate administrative, physical, and technical safeguards for the protection, security, confidentiality and integrity of Customer Data, including having measures for preventing unlawful or unauthorized access, use, modification or disclosure of such data. The Parties agree to the StarRez Data Processing Addendum attached hereto as Exhibit C and incorporated herein by reference.

4.4. CCPA. To the extent that StarRez's processing of personal information (as such term is defined in the CCPA) on behalf of PVAMU falls within the scope of the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"), the parties agree that (i) PVAMU is considered a "Business" under the CCPA and (ii) StarRez is acting as a "Service Provider," as such terms are defined pursuant to the CCPA. Accordingly, PVAMU as the "Business" bears the primary responsibility for ensuring that any processing of personal information is compliant with the CCPA. StarRez will use, process and transfer any personal information provided by PVAMU solely for the purpose of performing StarRez's obligations under this Agreement, and for no commercial purpose other than the performance of such obligations and improvement of the Service. For the avoidance of any doubt, StarRez will not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate personal information of Authorized Users to a third party for monetary or other valuable consideration. StarRez may share aggregated and/or anonymized information regarding Customer's use of the Services with third parties to help StarRez develop and improve the Services in accordance with Section 4.4.

5. Use of Third Party Services

5.1. Third Party Services. The Services may contain features designed to be integrated and/or configured with Third Party Services. To use such features, PVAMU may be required to obtain access to such Third Party Services and may be required to grant StarRez access to account(s) of PVAMU

associated with such Third Party Services. By enabling any Third Party Services, PVAMU is expressly permitting StarRez to disclose any information and PVAMU Data necessary to facilitate the use or enablement of such Third Party Services. StarRez cannot guarantee the continued availability of such features and may cease providing them without entitling PVAMU to any refund, credit, or other compensation, if for example and without limitation, the third party provider ceases to make the Third Party Services available in a manner acceptable to StarRez and/or which can be configured with the Services. If PVAMU decides to enable, access or use Third Party Services, PVAMU's access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and StarRez does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage PVAMU's data, or any interaction between PVAMU and the provider of such Third Party Services.

5.2. Disclaimer of liability. StarRez is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a third party provider and StarRez disclaims any and all liability for the use of any Third Party Services. PVAMU irrevocably waives any claim against StarRez with respect to such Third Party Services, and StarRez is not liable for any damage or loss caused or alleged to be caused by or in connection with PVAMU's enablement, access or use of any such Third Party Services, or any reliance on the privacy practices, data security processes or other policies of such Third Party Services.

6. Confidentiality and privacy

6.1. Confidentiality. In consideration of one party, as "Discloser" disclosing or making available any Confidential Information to the other party, as "Recipient" under the terms of this Agreement, the Recipient shall (a) keep the Confidential Information secret and preserve its confidential nature; (b) not use, copy or reproduce the Confidential Information for any purpose other than for the purpose of using the Services; (c) not use, copy or reproduce the Confidential Information to the disadvantage of the Discloser; (d) keep the Confidential Information secure and protected from loss and not disclose, cause, or permit the disclosure of Confidential Information to any person other than as permitted under this Agreement; and (e) maintain appropriate security measures, in no case less than the security measures taken by the recipient to protect their own Confidential Information, to protect the Confidential Information against unauthorized access, use, or disclosure.

6.2. Permitted Disclosures. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity and reasonable cooperation to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement. The Receiving Party shall, upon request of the Disclosing Party, and consistent with the Data Processing Addendum, return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes, or as otherwise required by law. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement.

6.3. Privacy. Any personal information forming part of the Customer Data will be collected and used by StarRez in accordance with its privacy policy issued or made available to PVAMU from time to time and otherwise in accordance with Privacy Laws. PVAMU acknowledges and agrees that in collecting, soliciting, holding, using, and/or disclosing personal information as part of its use of the Services, the PVAMU is responsible for complying with Privacy Laws at all times. PVAMU must ensure that at all relevant times it holds all approvals required to permit StarRez to provide the Services and must inform StarRez as soon as it becomes aware that it does not hold any such approvals.

7. Intellectual Property

7.1. Ownership. PVAMU acknowledges that all intellectual property rights in the Services, and all material published by StarRez in respect of the Services, including but not limited to text, graphics, photos, logos, images, trade-marks, audio and audio visual clips, databases, data compilations, data, and software (but excluding any content uploaded by PVAMU or any other Authorized Users) (“Content”) are (as between PVAMU and StarRez) owned and controlled by or licensed to StarRez. PVAMU shall not copy, adapt, display, communicate to the public or otherwise use any Content except as otherwise provided in this Agreement or expressly permitted by StarRez in writing.

7.2. To the extent feedback is provided by PVAMU or its Authorized Users, PVAMU grants StarRez a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services (including, without limitation, into the Software) any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the Services. StarRez may use that feedback without restriction. Feedback is provided AS-IS without warranties.

8. Term and termination

8.1. Term. This Agreement commences on the Effective Date and remains in force until all Statements of Work ("SOWs") have expired or have been terminated in accordance with this Agreement. Notwithstanding any provision of this Agreement or any SOW to the contrary, neither this Agreement nor any SOW shall automatically renew or extend. Upon expiration of the applicable Term, this Agreement or the applicable SOW shall automatically expire. Any continuation of the Services following expiration shall require the execution of a new written agreement approved and signed by authorized representatives of both Parties.

8.2. Termination. Either Party may elect to terminate this Agreement at the end of the then current Term by providing written notice to the other Party of not less than forty-five (45) days prior to the end of such Term. Either Party may immediately terminate this Agreement or a SOW if (a) the other Party materially breaches any of the terms of this Agreement and fails to remedy such breach within thirty (30) days written notice of such breach; or (b) the other Party is the subject of an Insolvency Event.

8.3. Suspension. If, at any time, PVAMU is in breach of this Agreement (including by failing to pay any fees due to StarRez under this Agreement), then StarRez may, in its sole discretion and without prejudice to its other rights reasonably suspend any part or all of the Services and PVAMU’s access to the Service upon providing notice to PVAMU. Any such suspension will not relieve PVAMU from its obligation to pay StarRez in respect of the Services.

8.4. Effect of termination. Termination of this MSA or a SOW will not relieve PVAMU from its obligation to pay StarRez any incurred and outstanding fees stated in any applicable SOW. Upon termination of this Agreement: (a) PVAMU shall immediately pay StarRez for all unpaid fees accrued up to the effective date of termination; (b) PVAMU will notify Authorized Users that their access to the Services has terminated; and (c) at PVAMU's written request, StarRez will make available for export or download an electronic copy of Customer Data and any Confidential Information of PVAMU, provided that such request is made by PVAMU within 30 days of termination. StarRez's then current Services fees will apply to any required work. Termination of this Agreement shall not be construed to waive or release any claim that a Party is entitled to assert at the time of such termination, and the applicable provisions of this Agreement shall continue to apply to such claim until it is resolved. Termination of a SOW does not terminate this MSA; however, termination of this MSA will result in the immediate termination of this Agreement and all SOWs.

9. Representations, Warranties, and Disclaimers

9.1. Mutual Warranty. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.

9.2. Provider Limited Warranties. StarRez warrants that: (a) it has the necessary rights to provide the Services to the Customer; (b) the Services do not and will not infringe the intellectual property rights of a third party; and (c) the Services will perform materially as set forth in the SOW during the Term. The Customer's sole remedy and StarRez's sole liability for a breach of the warranties provided for in 9.2 (a) and 9.2 (b) is StarRez's obligation to defend and indemnify PVAMU under Section 11.1. The Customer's sole remedy for breach of the warranties provided for in this Section 9.2(c) is at StarRez's sole option to either repair the Services, replace the Services with substantially similar functionality, or refund PVAMU the amounts paid for the time-period under which it is claimed the Services were not performing. The warranties set forth in Sections 9.1 and 9.2 are the sole warranties provided by StarRez hereunder, and except for such limited warranties, the Services are provided on an "as is" and "as available" basis, to the fullest extent permitted by law.

9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.

10. Limitations of Liability

10.1. Limitation of liability. EXCEPT AS SET FORTH IN SECTIONS 10.1(I) AND 10(II) HEREIN, EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

10.1(I) THIS LIMITATION OF LIABILITY PROVISION SHALL NOT APPLY TO ANY CLAIMS FOR (A) FEES DUE UNDER THIS AGREEMENT (B) STARREZ'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION) (C) A BREACH OF STARREZ'S TRADE SECRETS OR INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT; AND/OR (D) LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

10.1(II) WITH RESPECT TO EITHER PARTY'S BREACH OF CONFIDENTIALITY, DATA PROTECTION, AND DATA SECURITY OBLIGATIONS IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED TWO TIMES (2X) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

10.2. Consequential Damages Waiver. NEITHER PARTY WILL HAVE ANY LIABILITY FOR LOST PROFITS OR LOSS OF BUSINESS OR LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SERVICES, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

10.3. Survival. The foregoing limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Indemnification

11.1. Indemnification by StarRez. StarRez will defend PVAMU from and against all third-party claims, demand, or lawsuits to the extent resulting from or alleged to have resulted from the Services' infringement of a third party's intellectual property right; provided, however, this does not apply to any infringement claim caused in whole or part by PVAMU or its Authorized Users or related to Customer Data. StarRez will indemnify against all awarded costs related to the immediately preceding sentence that are granted by a court of competent jurisdiction or in a settlement agreement agreed to in writing by StarRez. If a third-party claim is made or appears possible pursuant to this Section, PVAMU agrees to permit StarRez, at StarRez's sole discretion to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for PVAMU to continue use. If StarRez determines that neither alternative is reasonably available, StarRez may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the Customer.

11.2. No Indemnification by Customer. PVAMU is an agency of the State of Texas and, as a member of The Texas A&M University System, is prohibited by the Texas Constitution and other applicable law from agreeing to indemnify, defend, or hold harmless another party. Any provision of this Agreement requiring PVAMU to indemnify, defend, or hold harmless StarRez or any third party is hereby deleted and shall have no force or effect.

11.3. Indemnification procedure. StarRez's indemnification obligations in this Section 11 are subject to receiving from PVAMU (a) prompt written notice of the claim; (b) the exclusive right to control the investigation, defense, and settlement of the claim; and (c) reasonable cooperation at StarRez's expense. If PVAMU's consent is required to enter into a settlement, such consent shall not be

unreasonably withheld. PVAMU shall have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligation.

11.4. Claims. Any claims or rights to damages that PVAMU may have against StarRez under this Agreement shall only be enforceable against StarRez and not any other entity (including any of its Affiliates) or its officers, directors, representatives or agents.

12. General

12.1. Notices. All notices which are required to be given under this Agreement shall be in writing, in accordance with the notice provision in Exhibit B.

12.2. Governing Law and Disputes. Intentionally omitted.

12.3. Attorneys' Fees and/or Costs. Nothing in this Agreement shall be construed as authorizing an award of attorneys' fees or costs against PVAMU except to the extent expressly authorized by Texas law.

12.4. Modification. This Agreement may only be modified upon mutual written consent of the Parties.

12.5. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement, without such consent and with notice to the other Party, in connection with the assigning Party's transfer of all or substantially all of its assets, including if such transfer or assignment is completed by sale, merger or by operation of law. Any purported assignment in violation of this Section shall be null and void. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

12.6. Severability. If any provision or term of this Agreement is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement and will be limited to the minimum extent necessary so that the remaining provisions of this Agreement will continue in full force and effect.

12.7. Force majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any unforeseen event beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, pandemic, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo, where the affected party takes reasonable and customary measures to avoid or mitigate such event's effects ("Force Majeure Event"). A Force Majeure Event does not include an act of negligence by either party. Any Party claiming a Force Majeure Event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure Event. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day-to-day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts

to remove or mitigate the Force Majeure Event. In the event a Force Majeure Event exceeds a continuous period of two (2) months or longer, either Party shall have the right to terminate this Agreement by giving written notice to the other Party.

12.8. Relationship. The Agreement does not create a partnership, agency relationship, or joint venture between the parties.

12.9. Survival. All provisions of this Agreement that, by their nature should survive termination of this Agreement, shall survive including all limitations on liability, releases, indemnification obligations, disclaimers, choice of law and intellectual property protections.

12.10. Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement other than by an authorized representative in an explicit written waiver. The failure and/or delay of a party to enforce its rights under the Agreement shall not be construed as a waiver of the right to enforce such rights in the future. In the event a party waives enforcement of any term of the Agreement, such waiver shall not be deemed or construed as a waiver of such terms for the future.

12.11. Publicity. Both Parties shall have the right to display and use the other's name and logo in its customer lists, vendor lists, or on its website and/or marketing materials showing the other Party is a Customer or Vendor.

12.12. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. For clarification, even though an employee of an Affiliate may be an Authorized User under this Agreement, an Affiliate may not bring a claim against StarRez arising from, based on, or under this Agreement unless such Affiliate has entered into its own Agreement directly with StarRez.

13. Definitions

Unless otherwise defined, all capitalized terms in in this Agreement have the following meaning:

- **Affiliate** means an entity that Controls, is Controlled by, or is under common Control with, a Party.
- **Authorized Users** means any individual the Customer authorizes to use the Services, including employees, consultants, contractors, end users, and agents of the Customer and/or its Affiliates.
- **Confidential Information** means all information disclosed by one party to the other party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, and includes all Customer Data and all StarRez product and pricing information. Notwithstanding the foregoing, Confidential Information does not include any information that Recipient can prove (a) was rightfully known to the Recipient without confidentiality restrictions, prior to receipt from the Discloser; (b) is or becomes generally known to the public other than as a result of Recipient's improper action or inaction; (c) was obtained by the Recipient from a third party without any confidentiality obligation; or (d) was independently developed by the Recipient as demonstrated by contemporaneous written records without use of or reference to Confidential Information.

- **Customer Data** means all data, content, or materials that Customer (including its Authorized Users) uploads into, enters into, or submits to the Services, including Third-Party Services. For clarification, Customer Data excludes Usage Data.
- **Control** means direct or indirect ownership of (a) more than 50% of an entity's voting interest; or (b) the right to receive more than fifty percent (50%) of an entity's profits, or (c) the power to manage or direct the affairs of an entity, either directly or through a subsidiary or contractual relationship.
- **Effective Date** means the date stipulated in the applicable SOW;
- **Fees** means all fees and charges associated with a Customer's access to and use of the Services.
- **Insolvency Event** means anything that reasonably indicates that there is a significant risk that a party is or will become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors in any jurisdiction.
- **Law** means any applicable law, regulation or legal, judicial or administrative process, an order of a court, or the rules of a government authority, a semi-government authority or judicial body, or pursuant to an audit or examination by a regulator, including the listing and other rules of a recognized stock exchange.
- **Privacy Law** means any applicable law that applies to the collection, use, disclosure or handling of information about individuals.
- **Services** means the products and services ordered by the Customer and made available online by StarRez, including, without limitation, the Software, updates, documentation, implementation services, consultancy services and all additional services the Customer has purchased or to which it has subscribed as set out in a SOW and which are provided by StarRez pursuant to this Agreement, but excluding any Third Party Services.
- **Software** means the software provided by StarRez via the internet that allows the Customer to use any functionality in connection with the Services;
- **Term** means the initial term of the Agreement as stated in the applicable SOW and any subsequent term.
- **Third Party Services** means any third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which the Customer may connect to or enable in conjunction with a Service, including, without limitation, a third party service which may be integrated directly by the Customer or at the Customer's direction.
- **Usage Data** means StarRez's technical logs, data and learnings about Customer's use of the Service and StarRez's website, including, but not limited to, the number of reports run, the

frequency of Authorized User log-ins, location of Authorized User log-ins, and Authorized User behavioral data, such as the types of searches run and features frequently used. Notwithstanding anything to contrary in this Agreement, StarRez retains the right to gather and utilize Usage Data to develop, improve, and operate its services and operations.

- **With respect to SOW's without a stated Term the following provision shall apply:** This Agreement shall commence on the Commencement Date and remain in effect for five (5) years. Upon expiration of the applicable Term, this Agreement shall automatically expire and shall not renew or extend. Any continued provision of Services shall require the execution of a new written agreement signed by authorized representatives of both Parties.

Exhibit C

StarRez

Data Processing Addendum

This Data Processing Addendum including its Schedules (also known as “Addendum”) forms part of the Master Subscription Agreement or other written agreement (collectively known as “Agreement”) between StarRez and Customer to reflect the Parties’ agreement with regard to the processing of personal data.

1. Definitions and Interpretation

In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- **“Controller”, “processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures”** shall be interpreted in accordance with the GDPR.
- **“Data Exporter”** means the Party that transfers Personal Data to a country outside the jurisdiction from which the data originated.
- **“Data Importer”** means the recipient Party that receives such Personal Data for Processing.
- **EU personal data** means the processing of personal data to which data protection legislation of the European Union or of a Member State of the European Union or European Economic Area is applicable.
- **EU GDPR or GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) including as implemented or adopted under the laws of the United Kingdom (“UK GDPR”).
- **FADP** means the Swiss Federal Act on Data Protection enacted on 1 September 2023.
- **Data Protection Laws** means all laws and regulations applicable to the processing of personal data under the Agreement including but not limited to the GDPR, UK GDPR, FADP and U.S. state comprehensive privacy laws such as the CPRA (California), CPA (Colorado), CTDPA (Connecticut), VCDPA (Virginia) and UCPA (Utah), as well as Canada (PIPEDA) and its provincial laws (such as PIPA in British Columbia), and South Africa (POPIA)
- **Security Incident** means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that StarRez processes in the course of providing the Services.
- **Services** means the work performed by StarRez and set out in accordance with the Agreement, Work Order or other equivalent documentation.
- **Standard Contractual Clauses** means;
 - where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries (“EU SCCs”); and
 - where the UK GDPR applies, for the transfer of data from the United Kingdom to a non-adequate country, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022 (“UK International Data Transfer Addendum” or “UK Addendum”).

- **StarRez** shall mean either StarRez, Inc., StarRez Ltd, or StarRez Global Pty Ltd depending upon the contracting entity with the Customer.
- **Sub-contractor** means any sub-processor engaged by StarRez.
- **Swiss personal data** means personal data to which the FADP was applicable prior to its processing by StarRez.
- **UK GDPR** means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).
- **UK personal data** means the processing of personal data to which data protection laws of the United Kingdom were applicable prior to its processing by StarRez.

2. Data Protection

2.1. The Parties agree the provisions of this Addendum shall apply to the personal data StarRez processes in the course of providing the Services. The Parties agree that the Customer is the controller and StarRez is the processor in relation to the personal data that StarRez processes in the course of providing the Services.

2.2. The Customer shall have sole responsibility for the legality of the personal data and the means by which customer acquired any personal data for the performance of the Services and Customer warrants and undertakes that any personal data collected, processed and transferred in accordance with the laws applicable to Customer including obtaining all required consents from the applicable data subjects for the processing carried out by StarRez under this Addendum.

2.3. The subject-matter of the data processing is the performance of the Services. The obligations and rights of the Customer are as set out in this Addendum. Schedule 1 of this Addendum sets out the nature, duration and purpose of the processing, the types of personal data StarRez processes and the categories of data subjects whose personal data is processed.

2.4. When StarRez processes personal data in the course of providing the Services it shall:

- 2.4.1** process the personal data only in accordance with documented instructions from the Customer. If StarRez is required to process the personal data for any other purpose by applicable laws to which StarRez is subject to, StarRez will inform the Customer of this requirement first unless such law(s) prohibit this on important grounds of public interest; and
- 2.4.2** notify the Customer immediately if in StarRez's opinion an instruction for the processing of personal data given by the Customer infringes applicable Data Protection Laws and it being acknowledged that StarRez shall not be obliged to undertake additional work to determine if the Customer's instructions are compliant.

2.5. StarRez shall maintain the confidentiality of the personal data and shall not disclose the personal data to third parties unless the Customer or this Addendum authorises the disclosure, or as required by domestic law, court or data protection regulator. If a domestic law, court or data protection regulator requires StarRez to process or disclose the personal data to a third party StarRez shall first inform the

Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement unless the domestic law prohibits the giving of such notice.

2.6 The Customer acknowledges that as part of the provision of Services StarRez may collect, share and otherwise use fully anonymized, de-identified and de-identifiable data including statistical data, analytics, trends and other aggregated data derived from personal data processed for StarRez's legitimate purposes such as to provide, maintain, operate and improve the Services on an ongoing basis. The Customer agrees and acknowledges that such processing activities including the anonymization and deidentification of personal data will not be considered as performed outside the scope of the instructions provided by the Customer. StarRez agrees not to use anonymized or deidentified data in a form that identifies the Customer or any data subject in any manner whatsoever.

2.7 StarRez shall ensure that personnel required to access the personal data are subject to a binding duty of confidentiality in respect of such personal data.

2.8 StarRez shall reasonably assist the Customer with meeting the Customer's compliance obligations under Data Protection Laws taking into account the nature of StarRez's processing and the information available to StarRez including in relation to data subject rights (see Clause 6), data protection impact assessments and reporting to and consulting with relevant data protection regulator(s) under Data Protection Laws. To the extent legally permitted the Customer shall be responsible for any costs arising from StarRez's provision of the assistance relating to Clause 1.8.

2.9 StarRez shall implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected. (Refer to Schedule 3).

3.0 In the event of an actual Security Incident, StarRez will notify the Customer without undue delay, and in no event no more than seventy-two (72) hours. StarRez shall provide the Customer with the following information to the extent it has been able to determine:

- 3.0.1** description of the nature of the Security Incident including the categories of in-scope personal data and approximate number of both data subjects and the personal data records concerned.
- 3.0.2** the likely consequences.
- 3.0.3** a description of the measures taken or proposed to be taken to address including measures to mitigate its possible adverse effects.

3.1 Following a Security Incident the Parties shall coordinate with each other to investigate the matter. StarRez shall reasonably cooperate with the Customer in the Customer's handling of the matter including:

- 3.1.1** assisting with the Security Incident investigation; and

3.1.2 making available relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by the Customer.

3.2 StarRez shall not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the personal data and/or Security Incident without first obtaining the Customer's written consent where the Security Incident relates to the Customer except when required to do so by domestic law.

4 Cross-border transfers of personal data

4.1 StarRez shall transfer personal data between jurisdictions in accordance with the requirements of applicable Data Protection Laws and StarRez shall put in place sufficient safeguards as prescribed by such laws where applicable to enable the lawful transfer of personal data.

4.2 EU/UK/Swiss personal data. StarRez may transfer personal data that is regulated by the GDPR/UK GDPR to territories outside the EEA/UK/Switzerland in the following circumstances:

4.1.2 Adequacy Decisions: Personal data may be transferred from EU Member States, the EEA member countries, the United Kingdom ("UK") or Switzerland to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the Member States or the European Commission, the UK, and/or Switzerland ("Adequacy Decision").

4.1.3 Standard Contractual Clauses: if the processing of personal data by StarRez includes a transfer either directly or via onward transfer from the EEA ("EEA Transfer"), the UK ("UK Transfer") or Switzerland to other countries which have not been subject to a relevant Adequacy Decision and such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of personal data as defined in the GDPR, the UK GDPR, the FADP as relevant outside the EEA the UK or Switzerland as applicable then the Standard Contractual Clauses incorporated by reference to this Addendum in Schedule 4 (EU SCCs), 5 (UK Addendum) and 6 (Swiss Cross Border Transfers) shall apply in respect of the processing of such personal data.

4.1.4 Pursuant to Clause 3.2.3 in relation to the Standard Contractual Clauses StarRez will comply with the obligations of the 'data importer' in the Standard Contractual Clauses and the Customer will comply with the obligations of the 'data exporter'.

4.3 Appendices of the EU SCCs shall be deemed completed as set forth in Schedule 4 of this Addendum in relation to transfer of personal data outside the EEA. The UK International Data Transfer Addendum applicable to transfer of personal data outside the United Kingdom, shall be deemed completed as set forth in Schedule 5. The terms set forth in Schedule 6 (Swiss Cross Border Transfers) shall apply to any applicable such Swiss transfers.

4.4 To the extent the Standard Contractual Clauses conflict with any provision of this Addendum the Standard Contractual Clauses will prevail to the extent of such conflict.

4.5 The Parties shall co-operate in good faith to complete any data-transfer impact assessment or supplementary measure analysis reasonably required under the EU GDPR, UK GDPR, FADP, or guidance of competent supervisory authorities.

5 Sub-contractors(s)

5.1 StarRez has the Customer's general authorisation for the engagement of sub-processors as set out at <https://trust.starrez.com/subprocessors> (as updated from time to time) (the "Sub-processor List"). StarRez shall provide notice of any intended changes to the Sub-processor List, including the addition or replacement of sub-processors, by updating the Sub-processor List. Customers may subscribe via the Trust Center to receive notifications of such updates. Customer acknowledges that monitoring the Sub-processor List or subscribing to such notifications is the Customer's responsibility and StarRez shall have no obligation to provide separate or additional notice. StarRez shall publish such updates at least 20 working days in advance, thereby giving the Customer sufficient time to object to such changes on reasonable data protection grounds prior to the engagement of the sub-processor(s). Updates to the Sub-processor List shall be deemed effective notice to the Customer as of the date of publication. StarRez shall ensure that any changes to the Sub-processor List do not materially reduce the level of protection afforded to personal data under this Addendum.

5.2 If the Customer objects to the appointment of a new sub-processor within such period StarRez shall use reasonable efforts to make available to the Customer a change in the Services or recommend a change to the Customer's configuration or use of the Services in each case to avoid the processing of the Customer's personal data by the objected-to sub-processor for the Customer's consideration and approval. If StarRez is unable to make available such change within a reasonable period of time which shall not exceed one month or the Customer does not approve any such changes proposed by StarRez the Customer may terminate that certain portion of the Service which cannot be provided by StarRez without the use of the objected-to sub-processor.

5.3 Where StarRez engages a sub-processor to carry out specific processing activities it shall do so by way of a written contract that provides for in substance the equivalent data protection obligations as those binding StarRez under these clauses including in terms of third-party beneficiary rights for data subjects.

5.4 StarRez shall remain fully responsible to the Customer for the performance of the sub-processor's obligations under its contract with the Customer. StarRez shall notify the Customer of any failure by the sub-processor to fulfil its obligations under that contract.

5.5 StarRez where applicable and pursuant to Data Protection Laws shall agree a third-party beneficiary clause with the sub-processor whereby in the event StarRez as processor has factually disappeared, ceased to exist in law or has become insolvent the Customer shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return personal data.

5.6 Where a Sub-processor will Process Personal Data outside an Adequate Jurisdiction, StarRez shall ensure that an appropriate transfer mechanism is in place before such Processing commences.

6. Audit rights

6.1 StarRez shall provide all reasonable assistance in order to facilitate the Customer in exercising its audit rights and allow the Customer and its respective auditors or authorised agents to conduct audits or inspections during the term of the Agreement provided that no such audit or inspection has been

conducted in the preceding 12 months. By default, any audits or inspections shall be carried out remotely by the Customer and not onsite.

6.2 The Customer will provide StarRez with 30 business days' notice prior to such an audit or inspection which will be conducted at a time mutually agreed between the Parties and in any event will be conducted during normal business hours and will not materially disrupt StarRez's business where nominated staff of StarRez is required.

6.3 At Customer's option, the obligation to facilitate an audit may be satisfied by providing the most recent SOC 2 (Type II) or similar certification report covering the Services, together with a written attestation of no material changes since the report date.

6.3 If the Customer's request for information or access relates to a sub-contractor or information held by a sub-contractor which StarRez cannot provide to the Customer itself StarRez will submit a request for additional information in writing to the relevant sub-contractor(s).

6.3.1 Pursuant to Clause 5.3 above the Customer acknowledges that access to the sub-contractor's premises or to information about the sub-contractor's previous independent audit reports is subject to agreement from the relevant sub-contractor, and that StarRez cannot guarantee access to that sub-contractor's premises or audit information at any particular time or at all. The Customer shall bear all costs in connection with any such audits or inspections and reimburse StarRez for all costs incurred by StarRez and time spent by StarRez in connection with any such inspection or audit.

7. Rights of Data Subjects

7.1 StarRez acting as processor shall notify the Customer if StarRez receives a request from a data subject to exercise the data subject's rights under Data Protection Laws and shall not respond to such request without the Customer's prior written consent except to confirm that such request relates to the Customer. StarRez shall forward any data-subject request to Customer promptly and, in any event, within five (5) business days of receipt, and shall provide reasonable assistance to enable Customer to respond within the time limits set by applicable Data Protection Laws.

8. Data return and destruction

8.1 At the Customer's request StarRez shall give the Customer a copy of or access to all or part of the personal data in its possession or control in the format and on the media reasonably specified by the Customer.

8.2 Unless agreed to otherwise, StarRez shall keep a backup of Customer's data for up to ninety (90) days after termination of the Agreement for any reason or expiry of its term. After this period, StarRez shall securely delete or destroy or if directed in writing by the Customer return and not retain all or any of the personal data related to this Addendum in its possession or control unless any law, regulation or government or regulatory body requires StarRez to retain any documents or materials or personal data that StarRez would otherwise be required to return or destroy.

9. Liability

9.1 This Addendum is subject to the rights and obligations of the Parties under the Agreement which shall continue to have full force and effect including any limitations and exclusions on liability contained therein which shall apply to this Addendum as if fully set forth here. In the event of any conflict between the terms of this Addendum and the terms of the Agreement the terms of the Agreement shall prevail.

10. Term and Termination

10.1 This Addendum is effective as of the effective date of the Agreement and shall remain in full force until the Agreement has expired or is terminated for any reason. This Addendum will terminate simultaneously and automatically with the termination of the Agreement.

10.2 Notwithstanding anything to the contrary herein express or implied any StarRez confidentiality obligations under the Agreement and this Addendum and Clause 7 above will survive the expiration or termination for any reason of the Agreement and of this Addendum.

By entering into and executing the Agreement the parties are deemed to have signed this Addendum.

Schedule 1: Data processing information

Subject Matter of the processing	The personal data shall be processed in order to allow StarRez to provide the Services.
Nature and purpose of processing operations	StarRez process personal data to provide the Services and host the personal data of the Customer's end users so that Customers can provide services to their customers. This includes processing to: • respond to inquiries and provide customer support • improve StarRez's existing products or develop new ones • conduct audits and comply with regulation and industry standards
Categories of data subject	• Customer's employees & contractors • Customer's end users
Categories of data	The personal data transferred concern the following categories of data (please specify): • Names • Addresses • Dates of birth • Telephone numbers • Emails • Job titles • Card numbers • Transaction history • Device IDs • IP addresses

	• Customer's Customized Fields
Special categories of data (if appropriate)	The personal data transferred by Customer may concern the following special categories of data: Personal data revealing racial or ethnic origin; personal data revealing political opinions; personal data revealing religious or philosophical beliefs; personal data revealing trade union membership; genetic data; biometric data (where used for identification purposes); data concerning health; or data concerning a person's sex life or sexual orientation.
Duration of Processing	The personal data shall be processed for the term of the Agreement or for such longer or shorter period as StarRez provides data processing services.

Schedule 2: Intentionally omitted; numbering preserved.

Schedule 3: Technical and Organisational Measures

Annex II for the purposes of the EU SCCs

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Appendix 2 for the purposes of the UK SCCs

1. Measures of encryption of personal data
2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
5. Measures for user identification and authorisation
6. Measures for the protection of data during transmission
7. Measures for the protection of data during storage
8. Measures for ensuring physical security of locations at which personal data are processed
9. Measures for ensuring events logging
10. Measures for ensuring system configuration, including default configuration
11. Measures for internal IT and IT security governance and management
12. Measures for certification/assurance of processes and products
13. Measures for ensuring data minimisation
14. Measures for ensuring data quality
15. Measures for ensuring limited data retention
16. Measures for ensuring accountability
17. Measures for allowing data portability and ensuring erasure

For transfers to (sub-) processors, the following specific technical and organisational measures to be taken by the (sub-) processor shall be, as appropriate, the same.

StarRez may amend the Technical and Organisational Measures contained in Schedule 3 from time to time provided that such amendments do not materially diminish the overall level of security offered to Customer.

Schedule 4: EU SCCs

For the EU SCCs:

The contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs") will be deemed entered into (and incorporated into the Agreement by reference between the Data Exporter (Customer) and that Data Importer (StarRez) as follows:

- Module Two (Controller to Processor) will apply where Customer is a controller and StarRez is a processor.
- in Clause 7, the optional docking Clause will not apply.
- in Clause 9, Option 2 will apply and the time period for prior notice of sub-contractor as set out in Clause 4 of the Data Processing Addendum.
- in Clause 11, the optional language will not apply.
- in Clause 17, Option 1 will apply and the EU SCCs will be governed by the law of Ireland.
- in Clause 18(b), disputes shall be resolved before the courts of Ireland.
- In Annex I:
- Section A of Annex 1 shall be completed in the table below.
- For Section B of Annex 1, the description of transfer shall be as detailed in the Data Processing Addendum in Schedule 1.
- For Section C of Annex 1, the competent supervisory authority/ies shall be determined in accordance with the Data Protection Commission (Ireland)
- For Annex II:
The Technical and Organisational measures are as detailed in Schedule 3 of the Data Processing Addendum.
- For Annex III, the sub-contractors are as detailed in Schedule 2 of the Data Processing Addendum.

By entering into and executing the Agreement the parties are deemed to have signed these SCCs including their annexes as of the date the Parties entered into the Agreement.

Name	Address	Contact person name and contact details	Activities relevant to the data transferred under these Clauses	Role (controller/processor)
Data Exporter: Customer in this Addendum who is a party to the Agreement	The address of the Customer as detailed in the Agreement	Customer's email address or details as stated in the Agreement	As detailed in the Agreement and the Addendum	Controller

Data Importer: StarRez	-	-	As detailed in the Agreement	Processor
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Schedule 5: UK International Data Transfer Addendum

For the UK GDPR:

The "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 ("UK Addendum") will be deemed entered into and incorporated into the Agreement by reference as follows:

1. Part 1: Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out above in Schedule 4 of the Data Processing Addendum as applicable with the Security Measures, in Schedule 3, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "both party".
2. Part 2: Each Party agrees to be bound by the terms and conditions set out in this Part 2, in exchange for the other Party also agreeing to be bound by this Part 2. The EU SCCs completed as set out above for EU Personal Data shall apply to transfers of such data and shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such personal data. This Part 2 shall be interpreted in a manner that is consistent with UK data protection laws and so that it fulfils the Parties' obligation to provide appropriate safeguards.

By entering into and executing the Agreement the parties are deemed to have signed this UK Addendum.

Schedule 6: Swiss Cross Border Transfers

The Parties agree that the Standard Contractual Clauses as detailed in Schedule 4 shall be adjusted as set out below where the revised Swiss Federal Act on Data Protection, effective 1 September 2023 (FADP) applies to Swiss transfers:

1. References to the Standard Contractual Clauses mean the Standard Contractual Clauses as amended by this Schedule 6.
2. The Swiss Federal Data Protection and Information Commissioner shall be the sole Supervisory Authority for Swiss transfers exclusively subject to the FADP.
3. The terms "General Data Protection Regulation" or "Regulation (EU) 2016/679" as utilized in the Standard Contractual Clauses shall be interpreted to include the FADP with respect to Swiss transfers.
4. References to Regulation (EU) 2018/1725 are removed.
5. Swiss transfers subject to both the FADP and the GDPR shall be dealt with by the EU Supervisory Authority named in Schedule 4.
6. References to the "Union", "EU" and "EU Member State" shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of exercising their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses.
7. Where Swiss transfers are exclusively subject to the FADP, all references to the GDPR in the Standard Contractual Clauses are to be understood to be references to the FADP.
8. Where Swiss transfers are subject to both the FADP and the GDPR, all references to the GDPR in the Standard Contractual Clauses are to be understood to be references to the FADP insofar as the Swiss transfers are subject to the FADP.

By entering into and executing the Agreement the parties are deemed to have signed these SCCs including their annexes and taking into the adjustments above as of the date the Parties entered into the Agreement.

VENDOR CONTRACT ADDENDUM

Exhibit B

This addendum (“Addendum”) amends and supplements the **StarRez Master Subscription Agreement and Data Processing Addendum** (“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 STARREZ, INC., (“Provider”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Provider may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

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

MISCELLANEOUS CLAUSES

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

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

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

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

Provider will make available for export or download an electronic copy of PVAMU’s data in a database backup in a BACPAC FILE, which is a zip file with an extension of BACPAC containing the metadata and data from the database and a temporary link to the cloud storage which contains PVAMU’s attachment files, provided that such request is made by PVAMU within thirty (30) days of termination or expiration of this Agreement. Provider may charge a reasonable fee in line with industry standard for any required work that has been agreed to in writing by both Parties.

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).

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

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

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

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

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

PVAMU:

Prairie View A&M University
VP - Student Affairs
100 University Drive
Prairie View, TX, 77446
Attention: Abhilasha Sharma
Telephone: 936-261-2125
Email: asharma@pvamu.edu

With a copy to:

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

Provider:

STARREZ, INC.
6100 Greenwood Plaza Blvd.
Greenwood Village, Colorado 80111
Attention: Wes Wheeler
Telephone: 303-996-6022
Email: jwheeler@starrez.com

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

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

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

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

of this Agreement.

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

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

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

STATE AGENCY CLAUSES

Access by Individuals with Disabilities. Provider agrees to use commercially reasonable efforts to ensure that 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 (collectively, the “Accessibility Requirements”). Provider shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Requirements upon written notice from PVAMU of such noncompliance within a mutually agreed upon timeframe.. In the event that Provider fails or is unable to do so within the timeframe agreed to by the Parties, PVAMU may immediately terminate this Agreement, and Provider will refund to PVAMU pro rata unused prepaid fees under this Agreement.

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, Provider shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU’s data (the “Security Controls”). Upon written request by PVAMU, Provider shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

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

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

Cybersecurity Training Program. Pursuant to Section 2063.104, Texas Government Code, Provider and its employees, officers, and subcontractors who have access to PVAMU's computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by PVAMU. The cybersecurity training program must be completed by Provider employees, officers, and subcontractors during the Term and any renewal period of this Agreement. Provider shall verify completion of the program in writing to PVAMU within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. Provider acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for PVAMU to terminate this Agreement for cause.

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

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

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

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to

disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Provider certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

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

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

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

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

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”). In the event PVAMU shall cease to receive funds necessary for the continuation of any university housing software system (“Loss of Funding”), including the housing software that is the subject of this Agreement due to the Legislature’s failure to appropriate or allot the necessary funds, PVAMU shall have the right to terminate this Agreement on the basis of Loss of Funding by providing written notice to Provider of PVAMU’s intent to terminate this Agreement, no later than thirty (30) days prior to the end of the then-annual term. Such termination shall be effective on the day following the then-annual term. PVAMU’s written notice of termination for Loss of Funding shall include documentation demonstrating that funding is no longer available. Such documentation may consist of a letter or other official document signed by an authorized representative of PVAMU confirming that such funding has been lost or terminated. For the avoidance of doubt, this provision is not, and shall not be interpreted to be a right of PVAMU to terminate “for convenience,” and PVAMU represents that it shall utilize this provision only in the event of a bona fide cessation of funding by the Legislature. Provider acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Provider for any damages that are caused or associated with such termination or cancellation.

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

Payment Card Industry (PCI) Compliance. For purposes of this Agreement, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Provider acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of PVAMU, or to the extent that Provider could impact the security of the cardholder data environment and agrees as follows:

- i. Provider agrees that, as of the Effective Date of this Agreement, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. Provider shall maintain such compliance for the Term of this Agreement and make available in the StarRez Trust Center (trust.starrez.com) its most recent validation of compliance to PVAMU annually during the Term of this Agreement. In the event that Provider learns that it is no longer PCI DSS compliant, Provider will notify PVAMU within fifteen (15) business days of discovery and take commercially reasonable efforts to remediate such non-compliance.
- ii. Provider acknowledges that unauthorized access to the cardholder data environment (a “cardholder data breach”) resulting from a lapse in Provider’s security obligations constitutes a breach of this Agreement. In the event of such a breach, PVAMU shall provide Provider with a written notice of breach. Provider shall have thirty (30) days from the receipt of such notice to cure the breach to PVAMU’s reasonable satisfaction. If Provider fails to cure the breach within this thirty-day period, PVAMU shall have the right to terminate this Agreement, without penalty and with immediate effect, at PVAMU’s discretion. Provider agrees to comply with all laws, rules, and regulations

applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.

iii.

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

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

Prohibited Software, Applications, and Developers. Provider 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. Provider acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and Provider 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, Provider certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

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

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

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

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

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

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

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

STARREZ, INC.

James R. McKee
Signature
James R. McKee
Name
Sr. Vice President, Chief Financial Officer
Title
8/3/2026 | 2:25 PM CDT
Date

Brent Waller
Signature
Brent Waller
Name
Interim Chief Revenue Officer
Title
7/31/2026 | 9:33 AM PDT
Date

Wk

APPENDIX A – INSURANCE

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

A. Worker’s Compensation

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

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

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

B. Automobile Liability Insurance

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

C. Commercial General Liability Insurance

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

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

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

D. Excess/Umbrella Liability Insurance

Provider shall maintain excess/umbrella liability insurance providing coverage in excess of all insurance required under this Agreement. Such coverage shall apply on a follow-form basis, or at a minimum, provide coverage no less broad than the underlying primary policies, including coverage for additional insureds where required. The policy shall be written with limits sufficient to ensure a combined total limit of not less than \$5,000,000 per occurrence and in the aggregate, as applicable, for the underlying policies.

Cyber Liability

PROVIDER shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover PROVIDER's duties and obligations under this Agreement.

2. Provider shall deliver to PVAMU the evidence of insurance on a Texas Department of Insurance approved certificate form, Acord form, letter of self-insurance or its equivalent verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services and/or Services by Provider under this Agreement. Provider shall provide additional evidence of insurance on an approved certificate form verifying the continued existence of all required insurance upon written request after each annual insurance policy renewal.
3. Commercial General Liability and Auto Liability policies must be endorsed to name the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies as additional insureds up to the actual liability limits of the policies maintained by Provider. The commercial general liability additional insured endorsements must include on-going and completed operations. Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance upon request.
4. Provider hereby waives any and all rights of subrogation against the Board of Regents, The Texas A&M University System and its member institutions, universities, and agencies. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies. Vendor's waiver under this Section shall apply regardless of whether Vendor has obtained the required waiver of subrogation endorsement from its insurer.
- 5.
6. Provider shall pay any deductible or self-insured retention for any loss.
7. Certificates of insurance and additional insured endorsements as required by this Agreement must be submitted/mailed to the following Certificate Holder and/or PVAMU contact:

Certificate Holder:

**The Texas A&M University System Board of Regents,
The Texas A&M University System, and Prairie View A&M University**

Address:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View

Email Address: contracts@pvamu.edu

8. The insurance coverage required by this Agreement must be kept in force until all services and/or Services have been fully performed and accepted by PVAMU in writing.