Docusign Envelope ID: A543B3A6-16A6-8AB5-805E-C91B25FF444B

Quotation

FEDERAL ID NO: 47-0537101
DUNS NO: 06-223-7961

LI-COR, Inc.
4647 Superior St.
Lincoln, NE 68504 USA
Phone: 402-467-3576
U.S. & Canada: 800-447-3576
www.licor.com
Submit order to: envsales@licor.com

Reggie Jackson
Prairie View A&M University
College of Agriculture, Food, and Natural Resources
Cooperative Agricultural Research Center
620 E.E. O'Banion Street
Prairie View, TX 77446
United States

QUOTE NO: L165570-1
QUOTE DATE: May 26, 2026
Customer #: 22,375

Quote Expires	Payment Terms
July 26, 2026	0.00/0/30

Ship Via	Shipping and Handling Terms	LI-COR Consultant
Standard Carrier/Standard Delivery	Prepaid & Add	Erik Johnson

Item No.	Qty	Ship ment ARO	Part No.	Description	Unit Price	Disc %	Net Price	**Discount Amount**	Price Extension
	24	30	**7800-771**	24V Weatherized AC Power Supply (LI-78xx Trace Gas Analyzers)	$1,380.00	0.00	$1,380.00	$0.00	$33,120.00

Comments:
Shipping and handling is an estimate and is subject to change. Please note that while LI-COR does not estimate taxes on our quotations, we are required to charge sales tax in all states. If you are tax exempt, a copy of your tax exemption will be needed prior to placing your order, otherwise tax will be charged to your final invoice.

Please make purchase orders to LI-COR, Inc. and submit to envsales@licor.com

Subtotal:	$33,120.00
Total Price:	$33,120.00
Shipping and Handling (est.):	$250.00
Grand Total:	**$33,370.00**

LI-COR®

Quotation

Item No.	Product Details
	7800-771 24V Weatherized AC Power Supply (LI-78xx Trace Gas Analyzers) 24V Weatherized AC Power Supply (LI-78xx Trace Gas Analyzers)

Terms and Conditions of Sale
From LI-COR INC., Lincoln, Nebraska, USA Standard – Revised Jun 13, 2024

1. **General**. LI-COR Inc. ("LI-COR") is delivering these goods and products ("Products") and/or performing services ("Services") subject to these Terms and Conditions of Sale ("Conditions"). Buyer will be deemed to have assented to these Conditions upon Buyer's placement of order. Notwithstanding the above, failure of LI-COR to object to provisions contained in any purchase order or other form or document from Buyer shall not be construed as a waiver of these Conditions nor an acceptance of any such provision.

2. **Buyer's Use Only/No Resale**. The purchase of Products only conveys to Buyer the non-transferable right for only Buyer to use the quantity of Products and components of Products purchased in compliance with the applicable intended use statement, limited use statement or limited label license, if any, in LI-COR catalogues or on the label or other documentation accompanying the Products (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). Buyer has no right to resell the Products, or any portion of them to a third party outside Buyer's corporate organization, and any such purchase by a reseller for the purpose of resale is strictly prohibited unless LI-COR first accepts and approves a purchase order and acknowledges in writing that the Products may be resold by Buyer and the terms of such resale.

3. **Prices/Taxes**. All prices are quoted for delivery to Buyer when goods are loaded on the carrier at LI-COR premises in Lincoln, Nebraska, USA exclusive of shipping, insurance and installation charges, all of which are Buyer's sole responsibility. All prices are exclusive of all sales, use, excise, value added, withholding and other taxes, all customs, duties, documentation charges, and freights forwarder charges and charge of any nature now or hereafter claimed or imposed by any governmental authority upon the sale of the Products or performance of the Services. Any such charges will be added to the product invoice or subsequently invoiced to the Buyer. In the event LI-COR is required to pay any such tax, duty or charge, Buyer will promptly reimburse LI-COR.

4. **Payment Terms**. All payments shall be made in immediately available U.S. Dollars net thirty (30) days from the date of invoice for qualified accounts, without set-off, deduction or withholding of any kind, unless otherwise stated by LI-COR in writing and may be paid by check (drawn on a U.S. bank), wire transfer or major credit card. All open account invoicing must be pre-approved. Any amounts not paid when due will accrue interest at the rate of 1 1/2% per month, or the maximum amount allowed by law, if lower. In the event that any payment is more than thirty (30) days late, LI-COR shall have the right to suspend doing business with Buyer until all past due balances are made current. Buyer shall pay for all costs (including reasonable fees) incurred by LI-COR in connection with the collection of late payments. Each accepted purchase order is a separate, independent transaction, and Buyer has no right of set-off against other purchase orders or other transactions with LI-COR. Buyer hereby grants LI-COR a security interest in the Products or any deliverable in the amount of the unpaid balance of the purchase price until paid in full. LI-COR may file a financing statement for such security interest and Buyer shall sign any such statements or other documentation necessary to perfect LI-COR security interest.

5. **Return Policy**. Buyer may return non-consumable Products to LI- COR within forty-five (45) days of invoice date only with prior authorization by LI-COR. The Product(s) being returned new and unused condition and must be resalable as new. Any returned Product(s) are subject to payment of a fifteen percent (15%) re- stocking fee on all items returned. Buyer shall be responsible to make payment to LI-COR for any and all expenses related to de-installation of the Product(s), including but not limited to shipping, duties, and taxes. All payments subject to this provision shall be made to LI-COR within thirty (30) days of return, or de-installation, of the Product(s).

6. **Delays In Performance**. LI-COR shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to circumstances beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation, delays in customs clearance and delays in delivery or inability to deliver by LI-COR suppliers.

7. **Shipment and Packing**. All Product prices exclude costs of shipping and handling and insurance, in accordance with delivery terms designated by LI-COR. Unless otherwise agreed in writing, such costs will be paid by the Buyer and will appear as a separate item on LI-COR invoice. LI-COR shall ship in accordance with LI-COR standard practices. Buyer may specify different shipping instructions, subject to agreement by LI-COR. Unless otherwise agreed to in writing by LI-COR, all products shall be packaged, if appropriate, for shipment and storage in accordance with standard commercial practices. All packing shall conform to carrier requirements.

8. **Partial Shipments**. LI-COR reserves right to make delivery in partial shipments ("Installments"). Any Products delivered in Installments may be invoiced individually and is payable subject to Section 4 of these Conditions. Additional shipping and handling charges for Installments may apply. Delay in delivery of any Installment shall not relieve Buyer of Buyer's obligation to accept remaining deliveries.

9. **Title/Risk of Loss**. All domestic shipments are made FOB per Uniform Commercial Code. All international shipments are made per INCOTERMS 2020 designated by LI-COR. Title to the Products and the risk of loss of or damage to the Products ordered by the Buyer will pass to Buyer at time of LI-COR delivery of Products to the carrier. The carrier shall be deemed Buyer's agent, and any claims for damages in shipment must be filed with the carrier. LI-COR is authorized to designate a carrier pursuant to LI-COR standard shipping practices unless otherwise specified in writing by Buyer.

10. **Intellectual Property Rights**. Title to and ownership of the documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of LI-COR or LI-COR licensors.

11. **Acceptance**. All sales are final and all Products shall automatically be deemed accepted upon delivery to Buyer when goods are loaded on the carrier at LI-COR premises in Lincoln, Nebraska, USA. Failure to provide written notice to LI-COR of any shortages, defects, or damages relating to the Products within fifteen (15) days after receipt shall conclusively deem that the Products conform to the terms set forth in these Conditions. Buyer may not return any Products to LI-COR except as provided for by LI-COR warranty or as provided herein.

12. **Product Warranties**. Unless otherwise specified by LI-COR:

(a) LI-COR warrants that, for a period of twenty-four(24) months from the date of shipment of the Products from LI-COR (the "Warranty Period"), unless otherwise specified for individual Products (such as products with a specified shelf life) or extended by a Support Contract or Extended Warranty Contract (the "Extended Warranty"), the Products sold hereunder will be free from material defects in materials and workmanship and will conform to LI-COR published specifications in effect as of the date of manufacture. LI-COR SPECIFICALLY DISCLAIMS ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE OR LOST PROFITS) WHICH MAY RESULT FROM THE USE OF PRODUCTS PURCHASED HEREUNDER, AS FURTHER SET FORTH IN SECTION 13 OF THESE CONDITIONS OF SALE. This limited warranty extends only to Buyer as original purchaser unless otherwise agreed upon in writing by LI-COR.

(b) The foregoing warranty/extended warranty coverage shall not apply if the defective Product (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by LI-COR, (ii) has been repaired or altered by persons other than LI-COR, (iii) has been moved/relocated once originally installed unless LI-COR approved deinstall/reinstall procedures are followed; (iv) has not been installed, operated, repaired and maintained in accordance with the documentation or operated outside of the environmental specifications for the Product; (v) has failed due an Act of God, including but not limited to fire, flood, tornado, earthquake, hurricane or lightning or (vi) has been used with any devices, accessories or products not manufactured by or approved by LI-COR. In addition, the foregoing warranty shall not apply to Products (i) marked or identified as "sample," (ii) loaned or provided to Buyer at no cost, or (iii) which are sold "as is."

(c) If during the Warranty/Extended Warranty Period: (i) LI-COR is notified promptly in writing upon discovery of any defect in the Product, including a detailed description of such alleged defect, (ii) such Product is returned, transportation charges prepaid, to LI-COR designated manufacturing facility subject to the prior approval of LI-COR with a valid Return Material Authorization ("RMA") number, and (iii) LI-COR inspections and tests determine that the Product is indeed defective and the Product has not been subjected to any of the conditions set forth above, then, as Buyer's sole remedy and LI-COR sole obligation under the foregoing warranty, LI-COR will, at LI-COR option, repair or replace without charge the defective Product. In no event will the Buyer itself nor will the Buyer allow any party other than LI-COR or a third party authorized in writing by LI-COR to perform any service on the Products.

(d) Any Product that has either been repaired or replaced under this warranty shall have warranty coverage (parts only) for the longer of one (1) year or the remaining original warranty period. Replacement parts and/or replacement Products used in the repair or replacement of Products may be new or equivalent to new at LI-COR sole discretion.

(e) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, LI-COR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY SERVICES, PRODUCTS OR OTHER PRODUCTS PROVIDED IN CONNECTION WITH THESE CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

(f) Notwithstanding anything herein to the contrary, LI-COR makes no warranty with respect to any third party products provided under these Conditions. Buyer's sole remedy with respect to such third party products shall be pursuant to the original manufacturer's or licensor's warranty, if any, to Buyer, to the extent permitted by the original manufacturer or licensor.

13. **Limitation of Liability**. IN NO EVENT SHALL LI-COR, ITS LICENSORS OR ITS SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS OR THESE CONDITIONS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE). LI-COR TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED BY BUYER OR SERVICES PERFORMED BY LI-COR ON BEHALF OF BUYER HEREUNDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR SUCH PRODUCTS OR SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF LI-COR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. **Severability**. If any portion of these Conditions is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of these Conditions.

15. **Export Control**. Buyer acknowledges and agrees that the Products purchased under these Conditions or Services performed by LI-COR may be subject to restrictions and controls imposed by the United States Government and the regulations thereunder. BUYER WARRANTS THAT IT WILL NOT EXPORT OR RE-EXPORT ANY PRODUCTS PURCHASED OR DELIVERABLES FROM SERVICES PERFORMED BY LI-COR WITHOUT PRIOR WRITTEN NOTIFICATION AND APPROVAL OF LI-COR.

16. **Assignment**. Buyer shall not assign or transfer these Conditions or any rights or obligations under these Conditions, whether voluntary or by operation of law, without the prior written consent of LI-COR. LI-COR may freely assign these conditions. LI-COR or any successor may assign all or part of the right to payments under these Conditions. Any assignment or transfer of these Conditions made in contravention of the terms hereof shall be null and void. Subject to the foregoing, these Conditions shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

17. **Entire Agreement**. These Conditions of Sale and Performance of Services take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to LI-COR Conditions of Sale. Neither LI-COR commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. These Conditions supersede all prior communications, transactions, and understandings, whether oral or written, and constitute the sole and entire agreement between the parties pertaining to the referenced quotation or purchase order, provided that: (1) these Conditions shall not, without LI- COR prior written consent, supersede any conflicting terms of: (a) prior written agreements duly executed by LI-COR, or (b) governmental purchase orders, terms of purchase, requests for quotation or acquisition regulations relative to governmental purchasers; and (2) to the extent not in conflict with any such prior or governmental terms, these Conditions shall supplement them. No modification, addition or deletion, or waiver of any of the terms and conditions of these Conditions shall be binding on either party unless made in a non-preprinted agreement clearly understood by both parties to be a modification or waiver, and signed by a duly authorized representative of each party.

18. **Force Majeure**. Shipping/delivery dates are approximate and may be delayed absent prompt receipt from Buyer of all necessary information. LI- COR shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by LI-COR suppliers or subcontractors, transportation difficulties, customs clearance, shortage of energy, raw materials or equipment, or Buyer's fault or negligence. In the event of any such delay the date of delivery shall, at the request of LI-COR, be deferred for a period equal to the time lost by reason of the delay.

19. Governing Law and Venue. These Conditions and performance by the parties hereunder shall be construed in accordance with the laws of the State of Nebraska, U.S.A., without regard to provisions on the conflicts of law.

VENDOR CONTRACT ADDENDUM
Between
PRAIRIE VIEW A&M UNIVERSITY
And
LI-COR INC

This addendum ("Addendum") amends and supplements the **Unclassified Purchase Agreement** ("Agreement") between Prairie View A&M University, a member of The Texas A&M University System ("A&M System") and an agency of the state of Texas ("PVAMU"), and Li-COR, INC, a **corporation, and the state of Nebraska** ("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.

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

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

Indemnification. Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by PROVIDER under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER's breach of any certification, representation, or warranty contained in this

Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

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

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof
No Impediments. PROVIDER represents and warrants that there are no obligations, commitments, third-party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

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

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

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

PVAMU:

Prairie View A&M University
Cooperative Agricultural Research Center
620 E.E. O'banion Street
Prairie View, TX 77446
Attention: Belay Mengistie
Telephone: 8329354678
Email: btmengistie@pvamu.edu

With a copy to:

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

Prairie View, Texas 77446-0519
Telephone: 936-261-1902
Email: contracts@pvamu.edu

PROVIDER:
Li-COR, INC
LI-COR, Inc. 4647 Superior St.
Lincoln, NE 68504 USA
Attention: Eric Price
Telephone: 402-467-3576
Email: envsales@licor.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. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

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

or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

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

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

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

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

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

Export Control. 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.

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

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

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

Prior Employment. PROVIDER acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with an 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 who was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

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	**LI-COR, INC**
Robert Hall	Erik Johnson
Signature	Signature
Robert Hall	Erik Johnson
Name	Name
Director, Procurement and Contract Admin	Sr. Territory Manager
Title	Title
7/29/2026 | 1:10 PM CDT	7/20/26
Date	Date