



cidilabs

13894 S. Bangerter Parkway, STE 200 | Draper, UT 84020 | (385) 404-6444

Prairie View A&M University
Prairie View A&M University - TidyUP Agreement - 26-30

AMENDMENT No. 1 TO CIDI LABS TERMS AND CONDITIONS ENTERPRISE SAAS LICENSE AND SUPPORT

This Amendment No. 1 ("**Amendment**") is made effective as of Jun 11, 2026 (the "**Amendment Effective Date**"), by and between Cidi Labs, LLC, a Utah limited liability company ("**Cidi Labs**"), and Prairie View A&M University, ("**Licensee**").

WHEREAS, Licensee and Cidi Labs previously entered into that certain Cidi Labs Terms and Conditions Enterprise SaaS License and Support Agreement (including Exhibits A, B and C, Vendor Contract Addendum and Appendix A thereto), executed on Jan 14, 2026 (the "**Agreement**"), pursuant to which Cidi Labs provides certain services, as further described therein; and

WHEREAS, the parties now wish to amend the Agreement, to among other things, provide for a renewal extension of and an annual subscription to the Agreement and understand the following about the products:

PRODUCT

PROVIDE FOR

TidyUP: this is a file clean up tool for Canvas. It is an LTI tool that helps users see what course files are in use, not in use, and allows bulk deletion of files, among other features. *Please note that files deleted with this tool can NOT be recovered by Cidi Labs. Cidi Labs is not responsible for data loss due to use of this tool.* This application does not access or store any student information. Annual Subscription

To use Cidi Labs Application Services, Licensee must have access to an instance of Canvas and obtain access to the Internet. The Software does not include access to Canvas, the Internet, or the equipment necessary for Licensee to obtain such access.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Renewal/Extension. Licensee and Cidi Labs hereby agree that **Exhibit D**, attached hereto, shall be added to, and incorporated into, the Agreement as a new "Exhibit D" and that the term of the Agreement is extended for the period set forth in Exhibit D (the "**Renewal Term**"). During the Renewal Term all terms and conditions contained within the Agreement will remain unchanged and continue in full force and effect except as expressly stated otherwise herein and in **Exhibit D**.

2. Miscellaneous. Capitalized terms not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. In the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control. This Amendment will be interpreted and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. This Amendment may be executed electronically and in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Cidi Labs, LLC	
Name	Michael Zackrison
Title	CEO
Signature	<i>Michael Zackrison</i>
Date	9/3/2026 10:41 AM MDT

Prairie View A&M University	
Name	Robert Hall
Title	Director, Procurement and Contract Admin
Signature	<i>Robert Hall</i>
Date	9/3/2026 2:20 PM CDT

EXHIBIT D - Cidi Labs Application Services Order Details

Prairie View A&M University - TidyUP Agreement - 26-30

CUSTOMER INFORMATION

Customer Name: Prairie View A&M University

Primary Contact: Charlene Stubblefield

Email: cjstubblefield@pvamu.edu

Address: P.O. Box 519

City: Prairie View

State: Texas

ZIP: 77446-0519

Country: United States

ORDER INFORMATION

Proposal Number: Q-14052-ORDER2

Contract Term (Months): 50

Term Start Date: Jul 1, 2026

Term End Date: Aug 31, 2030

Currency: US Dollars

Order Details

Quantity	Name	Description	Term	Start Date	End Date	Net Price
1	TidyUP	SaaS subscription to use Cidilabs TidyUP tool. FTE TIER 9,000-11,999	14	Jul 1, 2026	Aug 31, 2027	\$8,312.50
1	TidyUP	SaaS subscription to use Cidilabs TidyUP tool. FTE TIER 9,000-11,999	12	Sep 1, 2027	Aug 31, 2028	\$7,481.25
1	TidyUP	SaaS subscription to use Cidilabs TidyUP tool. FTE TIER 9,000-11,999	12	Sep 1, 2028	Aug 31, 2029	\$7,837.50
1	TidyUP	SaaS subscription to use Cidilabs TidyUP tool. FTE TIER 9,000-11,999	12	Sep 1, 2029	Aug 31, 2030	\$8,229.00
1	Implementation and Onboarding Services (TidyUP)	One-time fee for implementation, basic configuration and cohort training services.	12	-	-	\$1,000.00

Net Total: \$32,860.25

Year 1 Payment Due:	\$9,312.50
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Year 1 Payment	Year 2 Payment	Year 3 Payment	Year 4 Payment
\$9,312.50	\$7,481.25	\$7,837.50	\$8,229.00

Comments from Jacoba Behunin:
Year 1 is 14 months to align with FY and DesignPLUS contract; renewal adjustment of 5% years 2, 3 and 4.

If you have questions about this order please contact:
jacoba@cidilabs.com

Please email purchase orders to sales@cidilabs.com
Cidi Labs Federal ID #: 37-1816981

**** CONFIDENTIAL ****



cidilabs

13894 S. Bangerter Parkway, STE 200 | Draper, UT 84020 | (385) 404-6444

Prairie View A&M University
Prairie View A&M University - DesignPLUS Agreement 25-30

Cidi Labs Terms and Conditions Enterprise SaaS License and Support

The use by Prairie View A&M University (“Licensee”) of Cidi Labs, LLC’s (“Cidi Labs”) Software-as-a-Service (“SaaS”) Applications (“Software,” or “Application Services”), is expressly conditioned on each parties’ acceptance of the following terms and conditions including Exhibits A, B, and C (collectively the “Agreement” or “Terms”):

1. DESCRIPTION OF SERVICE(S)

Cidi Labs provides the following Application Services that integrate with and enhance the Canvas Learning Management System (LMS) (“Canvas”). The Application Services marked (“X”) below are covered by this Enterprise SaaS License and Support Agreement and the terms and conditions outlined herein. Cidi Labs Application Services include:

PRODUCT

PROVIDE FOR

DesignPLUS – **Design Tools for Canvas:** these provide Licensee’s users with the ability to rapidly build course structures, style content, manipulate images, check accessibility of page content and many other capabilities inside Canvas. DesignPLUS consists of two LTI (Learning Tools Interoperability) tools, a JavaScript-based content editing tool, and the CSS and JavaScript files necessary to support the content created with the tools. Some content created using DesignPLUS inside a Canvas course depends on server calls to JavaScript and CSS files residing on Cidi Labs’ servers to properly render. All content created with these tools resides in Canvas and is owned by Licensee. This application does not access or store any student information. For proper operation, DesignPLUS requires Licensee to add lines of code to their custom CSS and JavaScript files inside Canvas.

Annual License

To use Cidi Labs Application Services, Licensee must have access to an instance of Canvas and obtain access to the Internet. The Software does not include access to Canvas, the Internet, or the equipment necessary for Licensee to obtain such access. The specific services to be delivered by Cidi Labs are defined in Exhibits A, B, and C.

2. BILLING POLICIES

Payment for Software-as-a-Service (SaaS) is billed in advance. Second and subsequent year invoices for multiyear agreements are generated up to sixty (60) days prior to the first day of the calendar month for which this Agreement’s term begins (as defined in Exhibit A). All payments are due within thirty (30) days of invoice receipt by Licensee. If payment is not received within sixty (60) days of invoice receipt by Licensee, Cidi Labs reserves the right to suspend access to Application Services.

Payments for Application Services made after sixty (60) days of invoice receipt by Licensee are considered delinquent and may be subject to reasonable interest, collection, and legal fees. Licensee agrees to pay Cidi Labs for all charges agreed to per this Agreement. Licensee acknowledges that no full or partial refund of implementation fees or the initial or current year's license fee will be given if Application Services are canceled.

Cidi Labs reserves the right to change the prices, terms, and conditions of Application Services at the conclusion of this Agreement's initial term (as defined in Exhibit A). Cidi Labs agrees to negotiate follow-on contracts for support in good faith.

Renewal of this Agreement is not automatic, and as such any changes or extensions will not be effective absent the execution of an addendum to this Agreement or a replacement agreement.

3. SERVICE LEVEL GUARANTEE

The following Cidi Labs service guarantees are made to Licensee while operating under a SaaS License:

- A. Application Services Availability: Network connections between an operating Cidi Labs Application and the Internet will be available to the Licensee free of interruptions 99.9% of the time, not including downtime incurred during normal or scheduled maintenance windows (as defined in Exhibit C). For the purposes of calculating the 99.9% figure, time from unused maintenance windows cannot be used to offset downtime that occurs outside the parameters of Section 16.

- B. Interruptions: In the event a Licensee experiences an Application Services interruption for more than thirty (30) consecutive minutes and is unable to transmit and receive information from the Software system, and Licensee notifies Cidi Labs immediately of such event and Cidi Labs determines that such interruption was caused by Cidi Labs' inability to provide Application Services for reasons within Cidi Labs' control and not as a result of any actions or inactions of Licensee's equipment or any third parties (including failure of Canvas or third-party equipment), and such inability is not a result of standard scheduled maintenance of Application Services, Cidi Labs will, upon Licensee's request, credit Licensee's account with a pro-rated amount of the total annual licensing cost equivalent to two hundred percent (200%) of the length of the interruption that exceeds the parameters set forth in Section 3A. Licensee credit may not exceed the pro-rated amount equivalent to one month's fees of the respective Application Services in any single calendar month.

4. SECURITY

Cidi Labs Application Services integrate with Canvas and therefore rely on Canvas' authentication services for user authorization and authentication. Users access Application Services exclusively through Canvas. Cidi Labs Application Services use LTI and the OAuth2 protocol to authenticate and allow users to perform actions within the Software, without obtaining the user's password. The Software stores the following information on a server that is secured by an authentication scheme and a firewall: (1) encrypted user OAuth credentials, (2)

application logs that include user domain, page url, browser information, error details, and (3) institution identifiers and LTI credentials. The Software does not collect any student information as this data is not required for the Software to operate. Cidi Labs makes available in its support portal detailed descriptions of all Canvas API endpoints utilized and data accessed, stored or pushed to Canvas by the Software. Physical and electronic measures ensure that no outside unauthorized access can be obtained to Cidi Labs servers.

Licensee acknowledges and agrees that, due to the inherent qualities of the Internet, Cidi Labs cannot prevent and, therefore, is not responsible for security breaches unrelated to its providing of the Software, nor is Cidi Labs responsible for Licensee's failure to maintain the confidentiality of Licensee's Canvas account information and/or passwords. Furthermore, Licensee is entirely responsible for any and all activities that occur under Licensee's account.

Each party agrees to immediately notify the other of any unauthorized use of accounts or any other known breach of security. Licensee is responsible for maintaining the confidentiality of Licensee's LTI consumer keys and secrets, and is fully responsible for all activities that occur under Licensee's accounts. Licensee agrees to (a) immediately notify Cidi Labs of any unauthorized use of Licensee's accounts involving the Software or any other known breach of security involving the Software, and (b) make good-faith efforts to ensure that Licensee's users exit (logout) from Licensee's Canvas account at the end of each session.

Licensee agrees that Cidi Labs is not liable for any loss or damage arising from Licensee's failure to comply with the paragraph above.

5. LICENSEE CONDUCT

Some Cidi Labs Application Services help users create content in Canvas. Licensee agrees that content created with Applications Services is the sole responsibility of the person from which such Licensee content originated. Licensee, and not Cidi Labs, is entirely responsible for all Licensee content that is created or updated via Application Services. Cidi Labs does not control the Licensee content created via Application Services and, as such, does not guarantee the accuracy, integrity, or quality of such Licensee content. Under no circumstances will Cidi Labs be liable in any way for any Licensee content, including, but not limited to, any errors or omissions in any Licensee content, any accessibility issues that violate web content accessibility laws present in Licensee content, or for any loss or damage of any kind incurred as a result of the use of any Licensee content created, published, or otherwise updated via Application Services. Licensee agrees to use Application Services in a manner consistent with any and all applicable laws and regulations. Specifically, Licensee agrees not to use Application Services for any unlawful, offensive, harassing, or deceitful purpose. Transmission of material, information, or software in violation of any local, state, or federal law is prohibited and is a breach of these Terms.

6. INDEMNITY

Each party agrees to indemnify and hold the other (including its subsidiaries, affiliates, officers, agents, partners, and employees) harmless from any claim or demand, including reasonable

attorney's fees, made by any third party due to or arising out of material that Licensee creates or updates with Application Services, Licensee's use of Application Services, either party's violation of these Terms or of any rights of another, or Cidi Labs' providing of Application Services.

7. NO RESALE OF CIDI LABS APPLICATION SERVICES

Cidi Labs grants Licensee a limited, non-exclusive, non-transferable, revocable license to use Application Services only for its stated purposes. As a licensee of Application Services, Licensee may not rent, lease, grant a security interest in, sell, resell, or otherwise transfer any rights Licensee has in the use of Application Services. Licensee further agrees not to reproduce, duplicate, copy, or exploit for any commercial purposes, any portion of Application Services, use of Application Services, or access to Application Services.

Under the license described in the previous paragraph, Licensee is prohibited from modifying, translating, disassembling, decompiling, or reverse engineering or otherwise attempting to derive the source code for the operation of Cidi Labs Application Services or creating derivative works based on Cidi Labs Software or parts of the Software. For purposes of these Terms, "reverse engineering" shall mean the examination or analysis of Application Services to determine its source code, structure, organization, internal design, algorithms, or encryption devices.

The preceding paragraph does not apply to UDOIT Cloud since its source code is open source.

8. TERMINATION OF AGREEMENT

Single-year agreements automatically terminate at the Term End Date defined in Exhibit A. Continuation of Application Services is subject to current rates at the time of the new contract agreement.

Prepaid or annually invoiced, multiyear agreements automatically terminate at the Term End Date defined in Exhibit A. Renewal of such agreements is not automatic and will be done only by either (1) the execution of an addendum to this Agreement prior to the end of the subscription term; or (2) a replacement agreement.

Any duly executed agreement may be terminated by either party immediately upon written notice in the event that the other materially breaches the terms of this Agreement. In such an event, the terminating party shall have the right to terminate this Agreement and all other orders forthwith. Cidi Labs will not refund any subscription fees unless Cidi Labs is in breach of this Agreement.

Upon any termination of this Agreement, Licensee shall cease all use of the Application Services by disabling the Application Services' Canvas integration and take such other actions that Cidi Labs may reasonably request in writing to ensure that access to Application Services is terminated. All Licensee data, including any archived, backup, or offline copies, will be deleted from Cidi Labs' servers and archives within 90 days after termination of Agreement.

9. FORCE MAJEURE

Neither party shall be responsible for failure to perform under these Terms when its failure results from any of the following causes: acts of God or public enemies, war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption external to that party, or any cause beyond its reasonable control.

10. CIDI LABS' PROPRIETARY RIGHTS

Licensee acknowledges and agrees that Cidi Labs Application Services and any necessary software used in connection with its Application Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Cidi Labs, or its partners, Licensee agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on Cidi Labs Application Services, in whole or in part. Licensee agrees not to access Application Services by any means other than through the interface that is provided by Cidi Labs for use in accessing its Application Services.

11. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE APPLICATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE APPLICATION SERVICES. WITHOUT LIMITING THE FOREGOING, CIDI LABS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE APPLICATION SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE, PARTICULARLY DUE TO THE RELIANCE OF APPLICATION SERVICES UPON CANVAS AND THE CANVAS API, OVER WHICH CIDI LABS HAS NO CONTROL.

Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL CIDI LABS, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF DATA OR GOODWILL, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE APPLICATION SERVICES, EVEN IF CIDI LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CIDI LABS BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY APPLICATION SERVICES, EXCEPT IN THE CASE OF CIDI LABS' WILFULL MISCONDUCE WITH RESPECT TO SUCH USE OR MISUSE. LICENSEE ASSUMES RESPONSIBILITY FOR THE USE AND RESULTS OBTAINED FROM THE APPLICATION SERVICES. UNDER NO CIRCUMSTANCES WILL

CIDI LABS' TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO CIDI DURING THE IMMEDIATELY PRECEDING SIX-MONTH PERIOD (DETERMINED AS OF THE DATA OF ANY FINAL JUDGMENT IN AN ACTION). THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY TO LICENSEE.

13. NOTICE AND MODIFICATION

Notices required by or outlined in this Agreement shall be made certified, signature-guaranteed postal mail using the following:

Cidi Labs, LLC

ATTN: Mike Zackrison

Street Address:

13894 S. Bangerter Parkway, STE 200

City, State, Zip:

Draper, UT 84020

Email: mikez@cidilabs.com

Prairie View A&M University

ATTN: Prairie View A&M University

Street Address:

P.O. Box 519, Prairie View, Texas, 77446-0519,
United States

Email: tbhall@pvamu.edu

Notification of a change to either party's contact information will be made to the other party via certified, signature-guaranteed postal mail. The non-receipt of the required notice due to personnel reassignment, departure, or neglect by the intended recipient will not constitute a failure to deliver by the delivering party.

General announcements to Licensee that are not related to the terms of this Agreement may be made via email, regular mail, or our support portal found at <https://support.cidilabs.com>.

Modifications and additions to any part of this Agreement may be made only via amendments or addendums that have been fully-executed (via signatures) by both parties.

14. CONFIDENTIAL INFORMATION

Obligations: Each party will: (1) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and

who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees, and agents in violation of this Section.

Exceptions: Confidential Information does not include information that: (1) the recipient of the Confidential Information already knew; (2) becomes public through no fault of the recipient; (3) was independently developed by the recipient; or (4) was rightfully given to the recipient by another party.

Required Disclosure: Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.

15. TRADEMARK AND COPYRIGHT INFORMATION

Cidi Labs, the Cidi Labs logo, and other Cidi Labs logos and product names are trademarks of Cidi Labs (the "Cidi Labs Marks") or are used by Cidi Labs through license agreements with the respective trademark owners. Without Cidi Labs' prior permission Licensee agrees not to display or use, in any manner, the Cidi Labs Marks except as provided within Application Services.

Licensee, Licensee's logos, typographic representation of Licensee's name(s), and other Licensee marks and names are trademarks of Licensee (the "Licensee Marks"). Without Licensee's express written consent, Cidi Labs agrees not to display or use, in any manner, the Licensee Marks except as is necessary to provide the services described in Section 1.

16. SCHEDULED MAINTENANCE

To ensure optimal performance of Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal and more details are included in Support Services Guidelines (Exhibit B). Maintenance performed outside the regularly scheduled window and absence the advanced notifications outlined in Exhibit B will be considered unscheduled and will count against the guarantees set forth in Section 3.

17. MARKETING AND PUBLICITY

Cidi Labs may use Licensee's name in its Licensee list to include, but not be limited to, postings to the Cidi Labs website, financial reports, and prospectuses identifying Licensee as a Licensee. Licensee's account must be in good standing with Cidi Labs to remain listed. Licensee's logos and typograph representation of Licensee's name will not be used in any form at any time without Licensee's express written consent.

From time to time, Cidi Labs selects candidates from its Licensee list with whom it wishes to announce a business relationship or generate a joint press release. Should Licensee be so

selected, Licensee shall have an opportunity to review and approve each press release prior to its issuance. Licensee's approval shall not be unreasonably withheld or delayed.

18. ASSIGNMENT

Licensee shall not assign or otherwise transfer this Agreement or the rights granted hereunder without the prior written consent of Cidi Labs.

Cidi Labs shall be permitted to assign this Agreement to any successor to all or substantially all of the assets of Cidi Labs or the business unit of Cidi Labs that is in the business of licensing the Application Services, whether by merger, acquisition, asset sale, exclusive license, stock sale or otherwise.

19. SURVIVABILITY

The provisions of Sections 2, 6, 11, 12, 14, 15, and 18 of this Agreement shall survive its termination by either party.

Any/all other provisions associated with this Agreement shall expire at the conclusion of the term defined in Exhibit A absent the execution of extension(s) as allowed for in Section 8.

20. GENERAL INFORMATION

These Terms and any Exhibits referenced within constitute the entire agreement between Licensee and Cidi Labs and govern Licensee's use of Application Services and supersede any prior agreements between Licensee and Cidi Labs. Licensee also may be subject to additional terms and conditions that may apply when Licensee uses affiliate services, third-party content or third-party software. These Terms and the relationship between Licensee and Cidi Labs shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. Licensee and Cidi Labs agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Texas. The failure of Cidi Labs to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is founded by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intention as reflected in the provision, and the other provisions of these Terms remain in full force and cause of action arising out of or related to use of Application Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the agreement are solely used for the convenience of the parties and have no legal or contractual significance. Cidi Labs provides Cidi Tools to Licensee subject to these Terms. Unless explicitly stated otherwise, any new feature that augments or enhances current versions of Application Services, including subsequent releases of Application Services, shall be subject to these same Terms.

AGREED AND ACCEPTED BY:

The signatories below are officers of their respective organizations and each has the approval and authority to make this intent on behalf of the organization:

Cidi Labs, LLC	
Name	Michael Zackrison
Title	CEO
Signature	DocuSigned by:  E9634D6C3B2F488...
Date	12/16/2025 12:54 PM MST

Prairie View A&M University	
Name	Robert Hall
Title	Director, Procurement and Contract Admin
Signature	
Date	1/14/2026 1:08 PM CST

EXHIBIT A - Cidi Labs Application Services Order Details

Prairie View A&M University - DesignPLUS Agreement 25-30

CUSTOMER INFORMATION

Customer Name: Prairie View A&M University
Primary Contact: Tracy Hall
Email: tbhall@pvamu.edu
Address: P.O. Box 519
City: Prairie View
State: Texas
ZIP: 77446-0519
Country: United States

ORDER INFORMATION

Proposal Number: Q-12046-ORDER7
Contract Term (Months): 60
Term Start Date: Sep 1, 2025
Term End Date: Aug 31, 2030
Currency: US Dollars

Order Details

Quantity	Name	Unit Price	Term	Start Date	End Date	Net Price
1	DesignPLUS	\$12,285.00	60	Sep 1, 2025	Aug 31, 2030	\$61,425.00

Net Total: \$61,425.00

Year 1 Payment Due:	\$12,285.00
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Year 1 Payment:	Year 2 Payment:	Year 3 Payment:	Year 4 Payment:	Year 5 Payment:
\$12,285.00	\$12,285.00	\$12,285.00	\$12,285.00	\$12,285.00

If you have questions about this order please contact:
jacob@cidilabs.com

Please email purchase orders to sales@cidilabs.com
Cidi Labs Federal ID #: 37-1816981

** CONFIDENTIAL **

EXHIBIT B – Support Services Guidelines

SUPPORT SERVICES GUIDELINES

The following support services guidelines (“Guidelines”) describe the support services available under the Enterprise SaaS License and Support Agreement.

For purposes of these Guidelines, the term “Application Services” will mean, collectively, the following software programs provided by Cidi Labs on a “software as a service” basis: (1) DesignPLUS, (2) TidyUP, (3) UDOIT Cloud, (4) ReadyGO; other products may be added to this list in the future.

Capitalized terms used in these Guidelines and not defined in the text are defined below under “Definitions.”

DEFINITIONS

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

“Cidi Labs Support Staff” means the Cidi Labs representatives responsible for handling Requests.

“Designated Representative” means designated customer administrators and support representatives.

“End User” will mean any of your faculty members, students, staff, employees, or agents whom you have authorized to access and use the Application Services on your behalf in accordance with this Agreement.

“Feature Request” means a Request by a Designated Representative to incorporate a new feature or enhance an existing feature of the Application Services that is currently not available.

“Normal Business Hours” means the standard hours of operation for Cidi Labs support staff, excluding weekends and holidays as documented on our support portal. Generally, these hours are Monday – Friday, 8 AM to 5 PM Mountain Time.

“Priority” means the classification of a customer’s Request and is used to establish target response times. Cidi Labs Priority levels are:

- Urgent – Service Unusable
- High – Service Severely Impaired
- Normal – Service Partially Impaired
- Low – Service Fully Usable

“Request” means a request from Customer to Cidi Labs Support Staff for technical support to resolve a question or problem report regarding Cidi Labs Application Services.

“Service Unusable” is any situation where Customer is unable to access or use the Application Services for the majority of its End Users. Customers must identify a Request as Service Unusable by designating it as an Urgent Priority support Request.

“Standard Request” means a Request made by Customer to Cidi Labs that is not a Service Unusable Request of Feature Request.

“Support Incident” means a single request for assistance to resolve one Request.

“Support Services” means our normal provision of advice, direction and support via email and telephone regarding Application Services and which shall be provided in the English language.

USE OF CIDI LABS SUPPORT SERVICES

Our Responsibilities

We will use commercially reasonable efforts to: (1) provide our Support Services as described in these Guidelines for You during Normal Business Hours* (Monday thru Friday, 8 AM to 5 PM Mountain Time); (2) respond to Your Requests within the target response times; (3) keep Cidi Labs Application Services up to date; (4) and provide current and relevant online self-help tools for End Users and administrators.

*Please note that we intend to offer 24/7/365 support in the future, but this is not currently available.

Your Responsibilities

You shall (1) be responsible for End Users’ compliance with the Enterprise SaaS License and Support Agreement; (2) use reasonable efforts to fix any error, configuration problem, malfunction, or network connectivity issue without escalation to Cidi Labs; (3) and work collaboratively with Cidi Labs Support Staff to resolve Requests by providing timely responses to inquiries from Cidi Labs Support Staff.

We will not be able to resolve all Requests

We do try, but we will not be able to provide answers to, or resolve all Requests.

Services Not Provided as Part of our Support Services

Some services are not provided as part of our Support Services and may require a separate services engagement. Examples include:

- Migration issues
- Improper usage of the Application Services
- Requests for integration with 3rd party services
- Unsupported changes to the configuration
- Provision of patches to resolve non-Urgent issues
- Assistance with understanding CSS, HTML, JavaScript, LTI and other key technologies related to Application Services
- Issues known by Us not to be related to the Application Service itself
- Development of themes or templates

CUSTOMER’S DESIGNATED REPRESENTATIVES

You may designate up to five (5) individuals for the purposes of Requesting support, and may designate substitute

personnel by providing Us notice. These Designated Representatives should be staff members that have been trained as Application Service administrators.

Your Designated Representatives are managed in Cidi Labs' support portal found at <http://support.cidilabs.com> and will have the ability to initiate support Requests as described in these Guidelines. Your Designated Representatives should set up an account in the support portal.

SUPPORT REQUESTS

You can contact Us with a Request for support anytime through the Cidi Labs support portal, or by emailing support@cidilabs.com, and by phone during Normal Business Hours. Each Request submitted by email or through our online support portal will generate a unique Support Case. If You initiate the Request by phone we will create the Support Case for You. You will receive an acknowledgement immediately, and can monitor progress through the support portal. Once a Support Case has been initiated, You can provide updates and additional information via email.

You designate the priority of each Request. Upon receiving a Request from Your Designated Representative, We will begin evaluating the Request and will respond within the target response time for the designated priority level. We reserve the right to reclassify the Priority Designation of a Request if We believe that the designation is incorrect. We will inform You of any change, and You may appeal any reclassification.

Our Target Initial Response Times depend on the designated Priority of a Request. Urgent priority support Requests are responded to with a target initial response time of 30 minutes and are responded to 24x5 (Mon.-Fri.; we'll do our best on weekends until we move to a 24/7/365 offering). High priority support Requests are responded to with a target initial response time of one hour. Normal and Low priority support Requests are responded to during Normal Business Hours.

Our approach to Resolution depends on the designated Priority of a Request. We will use commercially reasonable means to resolve Service Unusable (Urgent) Requests as quickly as possible and will keep you informed every 30 minutes until the Service has been restored, unless you agree to lesser frequency. For High, Normal, and Low Priority support Requests we will use a commercially reasonable effort until the Request is resolved.

You can make Feature Requests of Us. If Cidi Labs deems a Request as a Feature Request, We will add the Request to Our product backlog to prioritize for consideration in a future update or release of the Application Services and will consider the Request as resolved. Cidi Labs is not obligated to include any such Feature Request in future updates or releases.

We provide Support for Your End Users solely through self help mechanisms such as the support portal knowledgebase, online help systems, and community forums which are accessible through the Cidi Labs website: www.cidilabs.com, or such URL as Cidi Labs may provide. You are responsible for responding to any questions and requests by End Users or other third parties relating to Your use, or Your End Users' use of the Services, with such support services to be provided at Your own expense.

SCHEDULED MAINTENANCE

To ensure optimal performance of the Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal.

In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Application Services. If Cidi Labs expects planned Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide at least seven days' advance notice of the

Maintenance. In addition, Cidi Labs may perform emergency unscheduled Maintenance at any time. If Cidi Labs expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide advance notice of such Maintenance.

There will always be a need for routine updates. If you report a bug that requires code modification to resolve, that fix will be included in a future product release.

GENERAL PROVISIONS

Cidi Labs may update these guidelines from time to time and we will notify You any time we make a change. Notifications will be made to the contact listed in Section 12 of the Enterprise SaaS License and Support Agreement.

We will provide all support in the English language.

Term of Support. Cidi Labs will provide the support services described in these Guidelines during the Term of the Enterprise SaaS License and Support Agreement and will have no obligation to provide any Support Services to You after the expiration or termination of the Agreement.

EXHIBIT C – Implementation and Training Services

STATEMENT OF WORK

Cidi Labs will activate Application Services in its cloud environment. Once activated in your Production instance of Canvas, Application Services will be available in Production, Test and Beta Canvas instances. In addition, we will provide an onboarding experience to help you quickly benefit from your Application Services.

Onboarding Services

In order to help you successfully get started with Cidi Labs Application Services, Cidi Labs will provide the following:

Standard One-Time Services

All standard services are delivered virtually through the use of conferencing and screen-sharing applications and are recorded for your reference. There are options available for these services to be delivered through personalized appointments or through our cohort/group training schedule.

Generally, each Implementation and training package (regardless of Application Services) includes:

- Installation Call – Cidi Labs activates your Application Services in our SaaS environment and installs them in your Production Canvas instance.
- Functional User Training, Basic Features – Cidi Labs will train users on the basic set of features and functionality included in the Application Service.
- Functional User Training, Advanced Features – Cidi Labs will train users on the advanced set of features and functionality included in the Application Service (note: not all Application Services require Advanced training).
- Administrator Training – Cidi Labs instructs you on how to configure and customize Application Services for your institutional use.
- Project Management – Cidi Labs will coordinate the delivery of these One-Time Services.

Check-In

A Cidi Labs representative will check-in with your Cidi Labs administrator within 60 to 90 days from launch to review your progress and provide pro-active deployment support. This check-in may include the following optional training:

- Optional Follow Up Training – Cidi Labs will conduct a 1-2 hour web-based follow up training that covers the topics you would like to explore in more depth now that you have some experience using the Application Services.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Nadine Guss	
	PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801-531-6117	
	E-MAIL ADDRESS: nguss@moreton.com	
INSURED Cidi Labs LLC 14051 S Pepi Band Rd Draper, UT 84020	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Fidelity & Guaranty Insurance	35386
	INSURER B: Travelers Property Casualty Co. of Am	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BIP8X463234	03/24/2025	03/24/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BIP8X463234	03/24/2025	03/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$5000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CUP0Y845120	03/24/2025	03/24/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Texas A&M Board of Regents, Texas A&M System, and Prairie View A&M University are additional insured per Blanket Additional Insured-ALL who require by contract included for General Liability by endorsement.

CERTIFICATE HOLDER

CANCELLATION

Texas A&M Board of Regents, Texas
A&M System, Prairie View A&M U.
P.O. Box 519, MS 1311
Prairie View, TX 77446-0519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



VENDOR CONTRACT ADDENDUM
Between
PRAIRIE VIEW A&M UNIVERSITY
AND
CIDI LABS LLC.

This addendum ("Addendum") amends and supplements the **Software License 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 ("MEMBER"), and **CIDI LABS, LLC, limited liability, and state of Utah**, ("PROVIDER") dated September 1, 2025. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER 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:

This contract shall commence upon full execution and shall terminate upon its first anniversary date.

This contract includes the option to renew, under the same terms and conditions, for four (4) one-year terms upon (a) PVAMU acceptance of Vendor's quote with pricing current at the time of contract renewal, and (b) Vendor acceptance of a PVAMU purchase order covering that Renewal Term. The total contract term may not exceed five (5) years. Either Party may terminate this Agreement for convenience by providing the other Party with written notice no less than thirty (30) days prior to the expiration date of the current term.

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

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

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

Entire Agreement. This Agreement, together with its exhibits and the Vendor Contract Addendum, 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 MEMBER, 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 Services 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 MEMBER. 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 MEMBER or the 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 MEMBER 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 MEMBER. Any purported assignment in violation of this paragraph will be void.

No Waiver. 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. MEMBER 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:

MEMBER: **PRAIRIE VIEW A&M UNIVERSITY**
P.O. BOX 159, MS 1311
PRAIRIE VIEW, TX 77446-0519
Attention: CONTRACTS OFFICE
Phone: 936-261-1902
Email: CONTRACTS@PVAMU.EDU

PROVIDER: **CIDI LABS, LLC**
P.O. BOX 159, MS 1311
13894 S. BANGERTER PKWY STE 200
DRAPER, UT, 84020
Attention: Jacoba Behunin
Phone: 385- 404- 6442
Email: jacoba@cidilabs.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 MEMBER's request, PROVIDER shall promptly deliver to MEMBER (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 MEMBER or if canceled and/or terminated by MEMBER for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse MEMBER for all advance payments paid by MEMBER to PROVIDER that were (i) not earned by PROVIDER prior to cancellation and/or termination, or (ii) for goods or services that the MEMBER 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. MEMBER 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 MEMBER 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 goods or services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

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

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 MEMBER's data ("Security Controls"). Upon written request by MEMBER, PROVIDER shall provide MEMBER 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 MEMBER with evidence of its TX-RAMP compliance and certification within thirty (30) days of MEMBER'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, MEMBER may immediately terminate this Agreement, and PROVIDER will provide a refund to MEMBER 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's Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Cybersecurity Training Program. Pursuant to Section 2063.104, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to MEMBER's computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by MEMBER. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the term of this Agreement and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to MEMBER within the first thirty (30) calendar days of the initial 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 MEMBER 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 MEMBER 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 Contracts Officer of MEMBER, 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 MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that PROVIDER is providing goods to MEMBER 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 MEMBER or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER 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. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), MEMBER 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 MEMBER 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 and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, 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. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER'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 MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

Loss of Funding.

Performance by MEMBER 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, MEMBER will issue written notice to PROVIDER and MEMBER may terminate or cancel this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER 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 MEMBER 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 MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER 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 MEMBER.

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 MEMBER 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 MEMBER 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 MEMBER who was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

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

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

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

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

Prompt Pay. MEMBER’s payment shall be made 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 MEMBER 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 MEMBER’s written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER 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 the requirements 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 Status. As an agency of the State of Texas, MEMBER is tax-exempt. Tax exemption certification will be furnished to PROVIDER upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PRAIRIE VIEW A&M UNIVERSITY

CIDI LABS, LLC.
DocuSigned by:
Mike Zackrison
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By: Robert Hall
Name: Robert Hall
Title: Director, Procurement and Contract Admin

Date: 1/14/2026 | 1:08 PM CST

By: _____
Name: Michael Zackrison
Title: CEO

Date: 11/10/2025 I 2:25 PM MST