EXHIBIT A

TEXAS A&M UNIVESTIY CORPUS CHRISTI

STANDARD TERMS AND CONDITIONS

The following Texas A&M University Corpus Christi (hereafter referred to as "TAMUCC"), an agency of the state of Texas, terms and conditions are incorporated into and form a part of the Purchase Order to which they are referenced. The vendor listed on the Purchase Order shall be hereafter referred to as "PROVIDER". The Purchase Order along with this Exhibit A constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of the Purchase Order. The Purchase Order may not be amended or otherwise altered except by an authorized purchasing agent of the TAMUCC.

1. **PAYMENT TERMS.** It is the policy of TAMUCC and the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount or other terms have been arranged within the Purchase Order.

2. **USE OF NAME.**
   Trademarks. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (it's "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.

3. **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 a requirement of that subchapter.

4. **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 TAMUCC 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 TAMUCC's sovereign immunity to suit or liability and TAMUCC has not waived its right to seek redress in the courts.

5. **INSURANCE**. If applicable and referenced in the Purchase Order, PROVIDER shall obtain and maintain, for the duration of this Purchase Order or longer, the minimum insurance coverage set forth in Exhibit B.

6. **BONDING**. If applicable and referenced in the Purchase Order, PROVIDER shall obtain and provide performance and payment bonds using the TAMUCC forms.

7. **HUB SUBCONTRACTING PLAN.** If applicable and referenced in the Purchase Order, PROVIDER shall complete and submit a HUB Exhibit A Page 2 Subcontracting Plan according to the instructions listed in Exhibit C.

8. **INFORMATION TECHNOLOGY.**
    a. **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 https://www.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, TAMUCC may immediately terminate this Agreement, and PROVIDER will refund to TAMUCC all amounts paid by TAMUCC under this Agreement within thirty (30) days following the effective date of termination.

b. **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.

c. **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 controls available at https://cyber-standards.tamus.edu, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of TAMUCC's data. PROVIDER shall periodically provide TAMUCC with evidence of its compliance with Security Controls within thirty (30) days of TAMUCC's request.

d. **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) business 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.

e. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain 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 TAMUCC with evidence of its TX-RAMP compliance and certification within thirty (30) days of TAMUCC request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

f. **Cyber Security Training.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to TAMUCC's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas

Government Code, and selected by TAMUCC. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to TAMUCC within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for TAMUCC to terminate this Agreement for cause in accordance with the provisions of Section 4 of this Agreement.

g. **Disaster Recovery Plan.** Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

9. **EXPORT CONTROLS.** 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 ay U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not pride 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.

10. **MISCELLANEOUS.**

a. **Indemnification.** PROVIDER agrees to indemnify and hold harmless TAMUCC from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Purchase Order.

b. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUCC. TAMUCC will have no responsibility to provide transportation, insurance or other fringe benefits normally Exhibit A, Page 3 associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUCC relative to conduct on its premises.

c. **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. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

d. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Purchase Order 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.

e. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, Texas Government Code, prohibits TAMUCC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve months. If PROVIDER is an individual, by signing this Purchase Order, PROVIDER certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

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

g. **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.

h. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Purchase Order 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.

i. **Severability.** If any provisions of this Purchase Order are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Purchase Order, as modified, enforceable, and the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. Exhibit A Page 4.

j. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Purchase Order and shall not be used to construe it.

k. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Purchase Order without the prior written consent of TAMUCC.

l. **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).

m. **Loss of Funding.** Performance by TAMUCC under this Purchase Order 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, TAMUCC will issue written notice to PROVIDER and TAMUCC may terminate this Purchase Order without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMUCC.

n. **Governing Law.** The validity of this Purchase Order and all matters pertaining to this Purchase Order, 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.

o. **Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMUCC shall be in the county in which the primary office of the chief executive officer of TAMUCC is located, which is Nueces County, Texas.

p. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUCC is an agency of the State of Texas and nothing in this Purchase Order will be construed as a waiver or relinquishment by TAMUCC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

q. **Copyrights & Patents.** PROVIDER shall not provide to the TAMUCC any materials or services that infringe any intellectual property, privacy, or other right of any party. If PROVIDER becomes aware of any possible infringement

claims, PROVIDER shall immediately notify the TAMUCC in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, PROVIDER shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, agents, and students those Indemnitees against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding.

r. **Conflict of Interest.** By executing this Purchase Order, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The TAMUCC or The TAMUCC Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The TAMUCC, has direct or indirect financial interest in the award of this Purchase Order, or in the services to which this Purchase Order relates, or in any of the profits, real or potential, thereof.

s. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Exhibit A Page 5 Code, Chapter 2271 applies to this Purchase Order, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Purchase Order. Vendor/Contractor acknowledges this Purchase Order may be terminated and payment withheld if this certification is inaccurate.

t. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.

u. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is

inaccurate.

v. **Certification Regarding Products from the Gaza Strip.** PROVIDER represents and warrants that the goods it provides to TAMUCC under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

w. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

x. **Executive Order GA-48** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) 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 d) 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 furth obligation on the part of A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.

y. **Certification as to Discrimination Against Firearm Entities.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) 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 and payment withheld if this verification is inaccurate.

z. **Certification as to Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of the Agreement.

PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

aa. **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.

PROVIDER acknowledges that a false certification is grounds for immediate termination of any resulting contract or purchase order with no further obligation on the part of TAMUCC.