

DMD AMERICA, INC.

ANALYSOURCE® LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into as of the start date of the License Term set forth on Exhibit A attached hereto between DMD America, Inc. (“DMD America”) with an address of 100 Limestone Plaza – 2nd Floor, Fayetteville, NY 13066 and the Texas General Land Office and Veterans Land Board as identified on Exhibit A and referred to in this Agreement as “Company.”

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ANALYSOURCE SERVICE IS PROTECTED BY UNITED STATES COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES AS WELL AS OTHER INTELLECTUAL PROPERTY RIGHTS AND TREATIES.

THIS AGREEMENT IS THE LEGAL AGREEMENT BETWEEN COMPANY (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND DMD AMERICA FOR THE ANALYSOURCE SERVICE. FOR PURPOSE OF THIS AGREEMENT, THE TERM “COMPANY” SHALL REFER ONLY TO THE ENTITY THAT IS IDENTIFIED ON EXHIBIT A, AND SHALL NOT REFER TO OR INCLUDE ANY SUBSIDIARIES OR AFFILIATES, EXCEPT THOSE SPECIFICALLY LISTED ON EXHIBIT A.

USE OF THE ANALYSOURCE SERVICE BY ANY INDIVIDUAL ACTING ON BEHALF OF COMPANY SHALL BE SUBJECT TO THE TERMS OF THIS AGREEMENT. SUCH USE SHALL BE CONDITIONED UPON SUCH INDIVIDUAL REPRESENTING AND WARRANTING TO DMD AMERICA THAT HE OR SHE IS AN AUTHORIZED END USER (AS DEFINED BELOW) AND IS AUTHORIZED TO ACT ON BEHALF OF SUCH EMPLOYER OR PRINCIPAL. COMPANY SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT BY SUCH INDIVIDUALS.

1. LICENSE

DMD America grants Company a non-exclusive, non-transferable, non-assignable limited license (the “License”) to use the ANALYSOURCE Service(s) stated on Exhibit D (the “Service”) and all applicable documentation solely for Company’s own internal business operations to analyze and compare current and historical drug prices, to identify price trends, to project and forecast price changes for drug products and for additional product comparison and competitive analyses, according to the terms of this Agreement. The Service includes the ANALYSOURCE database (the “Database”), portions of First Databank’s FDB MedKnowledge™ (the “FDB Database”) and use of the ANALYSOURCE program (the “Program”) through the ANALYSOURCE website (the “Website”).

The License grants to Company only the following rights:

- (a) the right to access the Service;
- (b) the right to electronically display materials retrieved from the Service;
- (c) the right to data analysis performed by the Service; and
- (d) the right to print out for internal purposes any data or analysis results from the Service.

The rights granted herein expressly exclude use in pharmacy or medical practice management systems which support drug dispensing, medication order entry, prescription pricing in a retail setting, claims preparation for the

purpose of third party billing, clinical medical records management systems, a clinical data repository, supporting internet website(s), disease management applications, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), or any other use not clearly defined above.

All rights not expressly granted to Company in this Agreement are reserved to DMD America.

Only the specified employees of Company listed on Exhibit B attached hereto (“End Users”) may access the Service under the License, and the sharing of login credentials with individuals not designated as End Users on Exhibit B is strictly prohibited. By accessing the Service under the License, each End User shall be bound by the terms and conditions of this Agreement in accordance with the End User Certification set forth on the Website, a copy of which is attached hereto as Exhibit C. Company shall update the list of End Users on Exhibit B and notify DMD America within 5 business days if any such End User is added or if any End User is no longer employed by Company or for any reason should no longer have access to the Service. Company shall appoint a “Contract Monitor” who shall be responsible to monitor compliance with the terms and conditions of this Agreement by Company and each End User.

2. THIRD PARTY USE

In no event shall any third party not specifically identified on Exhibit A or Exhibit B have direct access to the Service.

The rights granted herein expressly exclude distribution of data to any third party outside of Company’s organization (except for Company’s officers, directors, employees or agents with whom such data may be shared for Company’s internal business purposes contemplated herein).

The rights granted herein are personal to Company. Company may not resell any data to third parties, or perform or have performed, any data analysis for third parties except as provided herein.

3. LICENSE FEE

Company shall pay the License Fee stated on Exhibit A. An applicable state sales tax may also be charged by DMD America to Company for all licensed data and/or services as required by law.

4. OWNERSHIP

DMD AMERICA retains all right, title, interest in and copyrights to the Service including the Website, Program and Database. The FDB Database is subject to a license agreement between DMD America and First Databank, Inc. (the “FDB License”) and Company’s rights to use the FDB Database under this License are subject to the existence of the FDB License. Company shall have no right to use the FDB Database except with the Service, subject to this License. Unauthorized use of any part of the Service, including the FDB Database, or failure to comply with the above restrictions will result in automatic termination of this License and will make available to DMD America other legal remedies.

5. LIMITATION ON USE

Company may not decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, or create derivative works from the Service. Company may not copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes any information or data from the Service, except to the extent required in order for Company to use the Service in the manner expressly outlined by this Agreement.

6. LIMITED WARRANTY AND DISCLAIMER

DMD America makes and Company receives no warranties, express, implied, statutory or allegedly extended in any communication with Company or and End User. DMD America specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

7. LIMITATION OF LIABILITY

DMD America's liability to Company or any End User for any loss or damages arising out of or caused in whole or in part by any acts or omissions in providing the Service shall be limited to two times the total value of the fee in Exhibit A. Additionally, neither party shall be liable to the other for any punitive, special, or consequential damages to the extent permitted by the Texas Constitution and the laws of Texas.

8. TERM AND TERMINATION

The term of this License shall be for a period stated as the License Term set forth in Exhibit A.

This License terminates immediately if (i) Company or any End User fails to comply with the terms and conditions of this Agreement; (ii) DMD America notifies Company, in writing of the potential breach of this Agreement; and (iii) that potential breach is not cured within thirty (30) days from the date of notice from DMD America. In the event the License terminates due to a breach by Company, the agreed-upon amount of the Annual License Fees on Exhibit A (or a subsequent Notification of License Renewal letter for an auto-renew term) are due by Company to DMD America, and Company shall not be owed any refund for unused License Fees.

Company agrees that, upon termination of this License, Company will destroy (or permanently erase) all data and documentation pertaining to the Service with the exception of data and documentation that is required to be archived pursuant to records and retention schedules per Texas Government Code Chapter 441, except as may be routinely backed-up electronically, and shall no longer access any part of the Service.

This License shall terminate immediately if the FDB License terminates for any reason. In this event, DMD America shall refund to Company any pre-paid License Fees pro-rated for the remaining portion of the License Term.

9. END USER DATA PRIVACY

Company acknowledges and understands that for security purposes and to provide login reports to Company, DMD America shall have access to End User's login date/time, location, and device type (together "Login Data").

In addition to the above, Company acknowledges and understands that for the purpose of providing customer support to the individual End User(s) of the AnalySource Service, DMD America shall have access to data pertaining to End User's AnalySource workspace columns, saved Queries, Product Lists, Watch Lists and exported files (together "End User Data").

DMD America reserves the right to access Login Data and End User Data for internal purposes including but not limited to analyzing usage patterns. Login Data and End User Data and Information shall be treated as confidential by DMD America and shall not be disclosed to any individual or organization not a party to this Agreement. DMD America's obligation to treat Login Data and End User Data as confidential shall survive the termination of this Agreement.

10. GENERAL

This Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas. Neither the Contract, nor any conduct of any GLO representative, shall be construed to waive sovereign immunity on behalf of the GLO or the State of Texas. This Agreement is the entire agreement between the parties and supersedes any other communications or advertising with respect to the Service and accompanying documentation.

In the event of a breach of this Agreement, the parties agree that money or damages may not be an adequate remedy and therefore, in addition to any such legal remedy, each party shall be entitled to seek injunctive or other equitable relief against such breach.

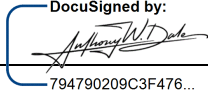
11. COMPLIANCE WITH LAWS

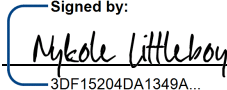
Both parties agree to comply with all applicable laws, regulations, permits and consent orders and to act in an ethical manner. Accordingly, in connection with the services provided hereunder Company and DMD America agree to comply with all applicable laws, regulations, permits and consent orders, specifically including the Economic Espionage Act of 1996. DMD America and Company rely on each company's representations of legal and ethical activity hereunder, and acknowledge that Company and DMD America require ethical and legal behavior at all times. Notwithstanding anything to the contrary contained herein, Company or DMD America may terminate this Agreement immediately in the event that either party breaches the terms of this Paragraph.

DMD America acknowledges and agrees to be bound by the applicable laws, regulations, terms, and conditions of Exhibit E Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts ("Terms and Conditions"). Should a conflict exist between the Terms and Conditions in Exhibit E and the Agreement, the Terms and Conditions shall control.

**TEXAS GENERAL LAND OFFICE AND
VETERANS LAND BOARD**

DMD AMERICA, INC.

By: 
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By: 
3DF15204DA1349A...

Name: Tony Dale

Name: Nykole Littleboy

Title: Executive Secretary

Title: Manager, Business Dev & Compliance

Date: 12/4/2024

Date: 12/4/2024

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DMD AMERICA, INC.

ANALYSOURCE® LICENSE AGREEMENT

EXHIBIT A

Company: Texas General Land Office and Veterans Land Board

Address: 1700 N Congress Ave.
Austin, TX 78701

Name of Contact Person: Armando Montante

License Term: **January 15, 2025 through January 14, 2026**

Annual License Fee: **\$7,972***

*Base Fee (which includes one user account), for the AnalySource Service outlined on Exhibit D.

*Subject to increase for renewal terms in accordance with Section 8 of the License.

*License Fees not paid within thirty (30) days of the due date on the invoice are subject to a late fee of 5% per month.

Note: Annual License Fees include the required license fees for First Databank (FDB MedKnowledge™) and for DMD America (Use of AnalySource Service to access portions of FDB MedKnowledge™).

DMD AMERICA, INC.

ANALYSOURCE® LICENSE AGREEMENT

EXHIBIT B

LIST OF INDIVIDUAL END USERS

Name:

E-mail address:

1. Chau Amy Kolar

chau.kolar@glo.texas.gov

DMD AMERICA, INC.

ANALYSOURCE® LICENSE AGREEMENT

EXHIBIT C

END USER CERTIFICATION

NOTICE TO END USER

BY ACCESSING THE ANALYSOURCE SERVICE, YOU, THE "END USER", HEREBY REPRESENT AND WARRANT TO DMD AMERICA THAT (1) YOUR EMPLOYER OR PRINCIPAL IS A PARTY TO A LICENSE AGREEMENT WITH DMD AMERICA FOR USE OF THE ANALYSOURCE SERVICE; (2) YOU ARE AN AUTHORIZED END USER OF THE ANALYSOURCE SERVICE PURSUANT TO THE LICENSE; AND (3) YOUR USE OF THE ANALYSOURCE SERVICE IS SUBJECT TO THE TERMS OF THE LICENSE AGREEMENT AND YOU AGREE TO COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT THE ANALYSOURCE SERVICE IS PROTECTED BY UNITED STATES COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES AS WELL AS OTHER INTELLECTUAL PROPERTY RIGHTS AND TREATIES.

DMD AMERICA, INC.

ANALYSOURCE® LICENSE AGREEMENT

EXHIBIT D

ANALYSOURCE® SERVICE

Frequency of Update: Monthly

Limited Price History Included

Limited Obsolete NDCs Included

Based on Options Above, Service Shall Include:

- Manufacturer Reported Pricing
- Government pricing from CMS
- Exporting of data to Excel/Text files
- Customized Alerts
- Customized Subsets/Queries
- Graphing Analytics

DMD AMERICA, INC.

ANALYSOURCE LICENSE AGREEMENT

EXHIBIT E

TEXAS GENERAL LAND OFFICE TERMS AND CONDITIONS FOR VENDOR-SUPPLIED CONTRACTS

The Texas General Land Office and the Veterans Land Board (the “GLO”) and DMD America, Inc. (“Vendor”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the contract supplied by Vendor (assigned GLO Contract No. 25-034-000-E818) (“Contract”) for all purposes. Vendor certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

1. **Abandonment or Default.** If Vendor abandons work or defaults on the Contract by breaching any of its terms conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Vendor certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Vendor and Vendor qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code, .
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Vendor from providing free technical assistance.*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Vendor] 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Vendor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Vendor to the State of Texas.
8. **Executive Order 13224.** Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

9. **Suspension and Debarment.** Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, 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.*
11. **State's Right to Audit Vendor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
12. **Antitrust.** Vendor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Vendor.*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Vendor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Vendor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Vendor under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
14. **Preference for Texas Products and Materials.** If the Contract is for services, Vendor shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
15. **Conflicts of Interest.** Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
16. **Confidentiality.** To the extent permitted by law, Vendor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Vendor or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by

Vendor or the GLO; or (c) information that Vendor or the GLO is otherwise required to keep confidential by this Contract. Vendor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

17. **Public Information.** Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.
18. **Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY VENDOR.
19. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
20. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Vendor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
21. **Taxes, Workers Compensation, Unemployment Insurance –Including Indemnity.** (a) Vendor shall be solely liable and responsible for payment of Vendor's and Vendor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Vendor shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Vendor or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) Vendor shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor and the GLO shall furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. Vendor shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Vendor in any suit. Vendor may not agree to settle any such suit

or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.*

(c) The GLO is exempt from federal, state, and local taxes. Vendor shall not charge any taxes to the GLO.

22. **Indemnity – Acts/Omissions.** VENDOR, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

23. **Infringement Indemnification.** TO THE EXTENT ALLOWED BY LAW, VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY VENDOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

24. **Independent Contractor; Assignment.** Vendor and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Vendor and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Vendor subcontract any of the services required under the Contract, Vendor agrees the GLO is not liable to any subcontractor(s) of Vendor. This provision does not relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Vendor may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Vendor's heirs, assigns, and other successors in interest.

25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to

said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Vendor irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Vendor pursuant to the Contract.

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Payment shall be made to Vendor no later than thirty (30) days after the invoice date, which shall be submitted at the start of the License Term. The GLO shall make no payments without Vendor's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Vendor invoices shall: 1) be submitted via email to VendorInvoices@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 23-035-000-D714." If Vendor does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Vendor agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this section.**
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Vendor by email, facsimile, or certified mail return receipt requested. Notice is effective upon Vendor's receipt. In the event of such termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall be liable for all agreed upon Annual License Fees as outlined on Exhibit A and shall not be due any refund for unused license fees should GLO terminate this Contract without just cause. If Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Vendor shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Vendor under the Contract.
30. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Vendor must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
31. **Assignment of Claims.** Vendor hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
33. **Prohibited Business Engagements.** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
34. **Cybersecurity Training.** If Vendor, in its performance of the Contract, has access to a state computer system

or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.

35. **Continuity and Disaster Recovery.** Upon request of the GLO, Vendor shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Vendor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
38. **COVID-19.** Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.
39. **Critical Infrastructure Affirmation.** Pursuant to Government Code Section 2274.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
40. **Energy Company Boycotts.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*
41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*
42. **Professional Sports Teams.** If Vendor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Vendor will play the United States national anthem at the beginning of each team sporting event held at the Vendor's home venue or other venue controlled by Vendor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*
43. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.
44. **Statements and Representations.** Vendor represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
45. **Authority.** The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Vendor and legally empowered to contractually bind Vendor to the terms and conditions of the Contract and related documents.
46. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Vendor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Vendor must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements

applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Vendor's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Vendor's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Vendor agrees that the Contract may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.*

47. **Cloud Computing Services.** If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
48. **Security Controls.** If the Contract authorizes Vendor to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Vendor's compliance with the required controls.
49. **Former State Employment.** Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Vendor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
50. **Telecommunications Equipment and Services.** If subject to 2 CFR 200.216, Vendor shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
51. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Vendor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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