



HIGHER EDUCATION

SOLE SOURCE STATEMENT

Hanover Research ("Hanover") is different from any other research service currently in practice because of its exclusive online portal, its proprietary data dashboards, and its subscription model for research delivery. All previously-commissioned research (copyrighted materials) is housed in an online, searchable archive to its clients and Hanover provides access to a subscription-based, fixed-fee model that is distinct from the per-project pricing of traditional third-party research groups.

Clients receive continuous access to professional and certified researchers, an online library of previously commissioned studies, and proprietary dashboards compiled by institutional data, also known as Data Lab™. Our researchers also leverage customer and market data through several platforms – including Salesforce, Alfresco, Tableau, MarketSight, and Igloo – to summarize and analyze data and information. These platforms contain details that Hanover collects from its 1,000+ clients across all industry sectors including pharmaceutical, consumer products manufacturing, finance and insurance, education, healthcare, and approximately 20 other major areas. With this information, Hanover has developed proprietary methodologies and data assets that are unique to Hanover and Hanover employees are the only individuals who have access to this type of data and information.

Hanover meets purchasing codes in many states since it produces and distributes copyrighted materials as the core of its service. The deliverables of Hanover are copyrighted reports in PDF, XCL, DOC formats that are the property of the company and are not to be distributed to any other organization. Each client is also provided access to our aforementioned online education library, which contains 1,000+ copyrighted research studies completed on behalf of other higher education institutions.

Currently, no other firms exist that provide continuous, custom research at a fixed cost nor do any other firms offer access to the data assets and the archive of research currently available as a Hanover client. For these reasons, we have been named a "sole-source provider" by public, state-funded institutions across 48 states.

This outline should address any questions regarding Hanover's designation as a sole-source vendor.

Please contact me directly if further clarification is required.

Regards,

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Amendment to Client Services Agreement

Date of Amendment: August 2, 2018

This contract serves as an amendment to the existing Client Services Agreement between Texas A&M University ("Client") and The Hanover Research Council LLC ("Hanover"), effective May 22, 2017 (the "Agreement") to which this amendment (the "Amendment") is attached and of which it is made a part, which Agreement is hereby amended and supplemented as follows.

Under this Amendment the Texas A&M University School of Law elects to initiate a partnership, under the partnership terms as outlined below.

1. Defined Terms

Capitalized terms used herein and not otherwise defined shall have the meaning as in the Agreement.

2. Additional Terms

The parties hereby agree to initiate an additional partnership with the School of Law, under the Effective Date, End Date, and Invoicing Schedule outlined below.

Under this agreement, the School of Law will have access to two (2) sequential research queues.

The School of Law may elect to reduce that capacity to one (1) queue of support by providing written notice of their intent to discontinue the second queue 30-days prior to the February 15, 2019, August 15, 2019, or August 15, 2020 invoice dates. Should the School of Law elect to discontinue one queue, the invoice amount will adjust accordingly, as outlined below.

Effective Date: August 15, 2018

End Date: August 14, 2021

Net 30 terms apply.

Annual Fees:

\$77,000 annually for a two-queue partnership

\$40,500 annually for a one-queue partnership

Invoice Dates:	Amount Due (Two Queues)	Amount Due (One Queue)
August 15, 2018	\$57,750	--
February 15, 2019	\$19,250	--
August 15, 2019	\$77,000	\$40,500
August 15, 2020	\$77,000	\$40,500

3. General

- (a) The Agreement together with this Amendment replaces and supersedes all other agreements, written or oral, with respect to its subject matter.

- (b) Except as expressly amended and supplemented hereby, the Agreement remains in full force and effect.
- (c) In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail solely with respect to subject matter covered by this Amendment.

4. Confirmation

Each person signing this Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Amendment.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover or Client's assets as a successor to the business.

Outside of the terms outlined in this agreement, all other partnership conditions outlined in the original agreement, effective May 22, 2017, shall remain the same. To formalize Texas A&M University School of Law's commitment to terms outlined above, please sign and return this agreement. Agreement can be returned via email to lbuzzelli@hanoverresearch.com.

Signature

Date: 1/24/19

John Adamson

Managing Director

THE HANOVER RESEARCH COUNCIL LLC

4401 Wilson Boulevard, 4th Floor

Arlington, VA 22203

Signature:

Date: 1 FEB 2019

Robert C. Bounds

Director, Procurement

Services

Texas A&M University

College Station, TX

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