



Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
May 22, 2025	AB1029862	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
sww - Wolfe, Wes	swolfe3@tamu.edu	979.845.2014
Customer Contact:		
Name:	Jeffrey Truss	
Email:	JTRUSS@TAMU.EDU	
Phone:	+1 979-845-4029	

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information		Delivery Information	
Supplier Name	DAKOTA SOFTWARE CORPORATION	Delivery Address	
Address	1375 EUCLID AVE STE 500 CLEVELAND, Ohio 44115 United States	TAMUS Member:	02-Texas A&M University (02)
Phone	+1 214-676-5710 ext. 101	Attn	Jeffrey Truss
FOB / FREIGHT	Destination	Environmental Health & Safety	
Pre-Pay & Add	No	Valley Park Ctr, Bldg 2938	
Payment Terms	0, Net 30	Suite	130
Contract Number - Header	C2021-4080	400 Harvey Mitchell Pkwy S	
Contract Number - Line	<i>no value</i>	4472 TAMU	
Quote number		College Station, TX 77845	
		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

C2021-4080_DAKOTA...

PO Clauses

Header	Code	Description	Text
	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	102	Terms & Conditions - TAMU	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20230425.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Annual Software Subscription for Hazardous Waste Disposal Management - 05.01.2025-04/30/2026	N/A	EA	72,536.00 USD	1 EA	72,536.00 USD
Total						72,536.00 USD

Billing Information	Billing Address
To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu. Invoice must include the PO/Reference number shown above.	Texas A&M University-Accounts Payable ***Do Not Mail Invoices*** Email invoices to invoices@tamu.edu 750 Agronomy Rd Suite 3101 6000 TAMU College Station, TX 77843-6000 United States

Dakota Software
26300 Cedar Road
Suite 1105
Cleveland, OH



Dakota ProActivity® Software License Statement of Work

Client: Texas A&M University
SOW: 25-121
Issuance Date: 4/16/2025
Issued By: Jessica Wilkus

This Statement of Work is issued in accordance with that certain Master Agreement executed by Dakota Software Corporation (“Dakota”) and the client on or about 04/02/2015. It is subject to all terms and conditions contained in that agreement, except where otherwise noted in this Statement of Work. All terms, including capitalized terms, shall have the same meaning herein as therein.

1. Dakota ProActivity® Software License

1.1. Dakota, as Licensor, grants to the Client a nonexclusive right to use the Dakota ProActivity Suite (“Suite”), according to the terms.

1.1.1. Each individual user must be issued and must log in with unique credentials (ID and password). Credentials may not be shared among multiple users.

1.1.2. Subscription Period: The license is for a 12 month period which will run from:
5/1/2025 to 4/30/2026

1.1.3. Total Compensation: See Table Below To be billed annually based on the payment schedule below.
Terms: Net 30

1.1.4. Sales Tax: Dakota endeavors to charge and collect sales and other taxes related to Client’s use of the Software and Services consistent with applicable state laws. However, in the event Dakota is assessed unanticipated sales tax, gross receipts tax, excise tax or other state taxes as a result of providing the Software and Services to Client, Client agrees to be responsible for the payment of such taxes upon notification from Dakota.

Payment Schedule:			
Year 1: 5/1/2025 to 4/30/2026	To be invoiced immediately	Payment due 30 days after invoiced	\$72,536

1.1.5. Auto-Renewal: This Statement of Work and the Subscription Period shall automatically renew for successive 12 month periods following the expiration of the period identified above, with a 12% increase in compensation each year, unless either party provides written notice of non-renewal to the other party at least 30 days prior to

the end of the then-current Subscription Period. For each renewal subscription period the annual subscription fee will be due to Dakota on the first day of the new subscription period.

1.2. Dakota ProActivity Suite

1.2.1. Named Seats: Unlimited individual Authorized User(s), identified by email address, will be provided unlimited access to the following licensed applications: Profiler, Auditor, Tracer, Incident Management (including BBS), and Insights. Individual users shall be identified during the installation process. Seat Licenses are NOT a 'floating' licenses, that is, access rights cannot be temporarily transferred to another user.

1.2.2. Licensed Applications:

- Profiler
- Auditor
- Tracer
- Incident Management (including BBS)
- Waste Management

1.3. Regulatory Reference Library

Access to Dakota's standard library of periodically-updated EHS standards and/or protocols includes:

Federal Modules:

- Solid and Hazardous Waste
- Water Quality
- Air Quality
- Storage Tanks
- PCB Management
- TSCA
- Spill Prevention
- Greenhouse Gas Emissions
- EPCRA
- Transportation
- Chemical & Physical Exposures
- Equipment Safeguards
- Worker Safety
- Health & Medical Services
- Security Assessments

State Jurisdictions: Texas

Special Modules: N/A

2. User Conference Admission

Dakota Software offers annual user-focused conferences. These events provide an opportunity for users to attend training sessions, learn about new products and features, benchmark their programs against their peers, and hear about best practices and performance improvement strategies.

1 Attendance Credits at \$795 each grants 2, admission(s) to any upcoming user conference during the Subscription Period.

3. Hosting Service

3.1. The Software is provided as a set of Web Applications via the internet according to the following terms.

3.1.1. The Web Application will operate in a shared environment.

- 3.1.2. The Database Server will operate in a shared environment, utilizing logical data separation to ensure the isolation and security of Client's data.
- 3.1.3. Hardware will be situated at Dakota Software's colocation facility with daily offsite backup
- 3.1.4. Service Levels: Dakota shall perform all Hosting Services in a workmanlike manner and in accordance with reasonable commercial standards. Dakota will commit to using best efforts to maintain a 99.9% uptime for its Internet connectivity and processing services except in the event of (a) a Service Level Force Majeure Event (as defined below); or (b) any actions or inactions of Client or an entity under contract to provide services to Client.
- 3.1.5. Downtime: Dakota will provide 24-hour advance written notice to Client in the event of any scheduled Downtime. Dakota shall use its best efforts to minimize any disruption, inaccessibility, and/or inoperability of the Hosting Services in connection with Downtime, whether scheduled or not.
- 3.1.6. Extraordinary Usage: Dakota may establish normal-use practices and limits concerning use of the Software, and may require Client to either purchase additional services commensurate with Client's excessive usage or terminate use of the Software and receive a refund of unused services.
- 3.1.7. Expectations of Usage: Dakota's value-based licensing allows our clients the freedom to add an unlimited number of users and locations. In order to accommodate this approach, we need to align our resources proportionately, based on the volume of usage of the product. Our pricing is based on a targeted number of users. If the usage of Dakota's Inspections application exceeds the anticipated amount during any year of the current subscription period, Dakota may add a surcharge to the next year's renewal price that properly reflects such increased usage.

4. No Other Warranty

Dakota does not and cannot control the flow of data to or from our network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt client's and/or Dakota's connections to the internet or portions thereof ("Force Majeure" event). Although Dakota will use commercially reasonable efforts to remedy and avoid such events.

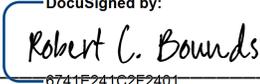
5. Maintenance and Support

During the entire subscription period, Dakota shall make support available to Authorized Users during its normal business hours. Dakota agrees to provide periodic updated, corrected or modified versions of the Software in the form of fixes and further releases that Dakota makes generally available to its other users.

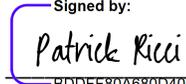
6. Upgrades

Dakota may charge an additional commercially reasonable fee for versions in which platform upgrades, substantial additional functionality or improved performance are provided, though Client will not be required to purchase such an upgrade.

Authorized by Texas A&M University:

Signed: 
0741E241C2F2401...
Name: Robert C. Bounds
Title: Exec. Director, Procurement Services
Date: May 22, 2025 | 11:51:14 AM CDT

Accepted by **Dakota Software Corporation**:

Signed: 
BDDFF80A680D404...
Name: Patrick Ricci
Title: Customer Success Director
Date: May 22, 2025 | 12:30:48 PM CDT

Certificate Of Completion

Envelope Id: B7702991-79E4-4395-857F-93B4178DC55D

Status: Completed

Subject: Signature request on Contract DAKOTA SOFTWARE CORPORATION

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Texas A&M Contract Administration
1182 TAMU

AutoNav: Enabled

College Station, TX 77843-1182

Envelopeld Stamping: Enabled

contractadmin@tamu.edu

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: Texas A&M Contract Administration

Location: DocuSign

5/22/2025 | 11:26 AM

contractadmin@tamu.edu

Signer Events

Robert C. Bounds

RBOUNDS@TAMU.EDU

Exec. Director, Procurement Services

Texas A&M University

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Robert C. Bounds
6741E241C2F2401...

Signature Adoption: Pre-selected Style

Using IP Address: 128.194.2.151

Timestamp

Sent: 5/22/2025 | 11:32 AM

Viewed: 5/22/2025 | 11:47 AM

Signed: 5/22/2025 | 11:51 AM

Electronic Record and Signature Disclosure:

Accepted: 12/11/2023 | 11:02 AM

ID: 2ed15342-87a6-4b4d-b666-039a80e3b212

Patrick Ricci

pricci@dakotasoft.com

Customer Success Director

Security Level: Email, Account Authentication
(None)

Signed by:
Patrick Ricci
BDDFF80A680D404...

Signature Adoption: Pre-selected Style

Using IP Address: 73.206.159.151

Sent: 5/22/2025 | 12:28 PM

Viewed: 5/22/2025 | 12:30 PM

Signed: 5/22/2025 | 12:30 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2025 | 12:30 PM

ID: cbd750e4-f3d0-469b-a58a-cd1cf93aa89b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jessica Wilkus

Jwilkus@dakotasoft.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/22/2025 | 12:28 PM

Viewed: 5/22/2025 | 12:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Wes Wolfe swolfe3@tamu.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/22/2025 12:30 PM Viewed: 5/22/2025 12:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/22/2025 11:32 AM
Certified Delivered	Security Checked	5/22/2025 12:30 PM
Signing Complete	Security Checked	5/22/2025 12:30 PM
Completed	Security Checked	5/22/2025 12:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TAMU - Contract Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact TAMU - Contract Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ranil@tamu.edu

To advise TAMU - Contract Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ranil@tamu.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from TAMU - Contract Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ranil@tamu.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TAMU - Contract Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ranil@tamu.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TAMU - Contract Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TAMU - Contract Administration during the course of your relationship with TAMU - Contract Administration.