

### Revised Purchase Order



**TEXAS A&M**  
UNIVERSITY  
CENTRAL TEXAS.

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
<b>Sep 22, 2025</b>	<b>AB1070528</b>	<b>1</b>	<b>Sep 22, 2025</b>
<b>Contact instructions for questions regarding this Purchase Order:</b> If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
<b>Buyer Contact:</b>			
<b>Buyer</b>	<b>Buyer Email</b>	<b>Buyer Phone Number</b>	
pan - Arredondo-Nino, Paola	ARREDONDOPAOLA@TAMU.EDU	979.845-5841	
<b>Customer Contact:</b>			
Name:	Nora Aguayo		
Email:	NAGUAYO@TAMUCT.EDU		
Phone:	+1 254-501-5890		

### Sales Tax Exemption

Texas A&M University Central Texas 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 University-Central Texas.

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

Member of the Texas A&M University System.

### 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	SHI GOVERNMENT SOLUTIONS INC	<b>Delivery Address</b>	
Address	290 DAVIDSON AVE SOMERSET, New Jersey 08873 United States	TAMUS Member:	24-Texas A&M University - Central Texas (24)
Phone	+1 800-527-6389	Attn:	NORA AGUAYO
FOB / FREIGHT	Destination	IT	
Pre-Pay & Add	No	Founders Hall	
Payment Terms	0, Net 30	1001 Leadership Place	
Contract Number - Header	M25-01-21197	Killeen, TX 76549	
Contract Number - Line	<i>no value</i>	United States	
Quote number	26389759	<b>Delivery Information</b>	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

### Notes to Supplier

#### Shipping Instructions

Note to Supplier: Please reference quote # 26389759 and the attached Master Services Agreement.

In the event of any conflict in terms asserted by the Contractor and Texas A&M's Terms and Conditions, Texas A&M's Terms and Conditions shall in all aspects govern and control.

#### Attachments for supplier

- SHI\_Microsoft 36...
- SHI - Microsoft E...

#### PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	103	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

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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.

104

Terms & Conditions - TAMU-CT

Terms & Conditions - Texas A&M University Central Texas -This purchase order is issued on behalf of Texas A&M University Central Texas and is governed by the Terms & Conditions found online: [http://purchasing.tamu.edu/\\_media/tamu-bid-terms1.pdf](http://purchasing.tamu.edu/_media/tamu-bid-terms1.pdf)

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 10	Azure prepayment	n/a	EA	1,198.80 USD	1 EA	1,198.80 USD
2 of 10	M365 A5 Unified Edu Sub Per User	n/a	EA	95.42 USD	740 EA	70,610.80 USD
3 of 10	M365 A5 Unified Edu Sub Student Use Benefit Per User	n/a	EA	0.00 USD	22,400 EA	0.00 USD
4 of 10	Power Automate Premium Edu Sub Per User	n/a	EA	89.91 USD	1 EA	89.91 USD
5 of 10	SQL Server Standard Core ALng LSA 2L	n/a	EA	318.64 USD	5 EA	1,593.20 USD
6 of 10	Teams Premium Edu Sub Per User	n/a	EA	21.84 USD	4 EA	87.36 USD
7 of 10	Visio Professional ALng LSA	n/a	EA	5.15 USD	740 EA	3,811.00 USD
8 of 10	Win Remote Desktop Services CAL ALng LSA DCAL	n/a	EA	7.43 USD	740 EA	5,498.20 USD
9 of 10	Win Server DC Core ALng LSA 2L	n/a	EA	41.00 USD	174 EA	7,134.00 USD
10 of 10	M365 Copilot Edu Sub Add-on	n/a	EA	323.68 USD	20 EA	6,473.60 USD
Total					<b>96,496.87 USD</b>	

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	Texas A&M University Central Texas-Accounts Payable ***Do Not Mail Invoices*** Email invoices to <a href="mailto:acctspayable@tamuct.edu">acctspayable@tamuct.edu</a>

inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tam.u.edu.

Invoice must include the PO/Reference number shown above.

1001 Leadership Place  
Killeen, TX 76549  
United States

MASTER SERVICES AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND SHI GOVERNMENT SOLUTIONS, INC.

This Master Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as “A&M SYSTEM”), and SHI Government Solutions, Inc. (hereafter referred to as “PROVIDER”). A&M SYSTEM and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

A&M SYSTEM and PROVIDER hereby agree as follows:

**1. SERVICES**

- A. This Agreement is not a contract to perform specific work but is intended to establish the terms and conditions under which the A&M SYSTEM and its member universities and agencies may contract with the PROVIDER for the services related to Microsoft cloud and on-premise subscription licenses (“Services”) by executing an order form or purchase order (each an “Order Form”) with PROVIDER. The reference herein to “Member” or “Members” shall refer to the A&M SYSTEM or its member entity executing an Order Form. The A&M SYSTEM makes no guarantee of execution of an Order Form.
- B. The Order Form shall incorporate the specific Services requested by Member, the payment amount due to PROVIDER and the period of performance subject to the terms in this Agreement. The terms of this Agreement shall be incorporated into any Order Form executed by a Member and PROVIDER for the Services during the term of this Agreement and the Order Form shall reference this Agreement. Upon execution of such Order Form, such Member is only responsible for its own compliance with the terms and conditions of this Agreement.

**2. PROVIDER OBLIGATIONS**

- A. PROVIDER will resell the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will resell the Services substantially in accordance with PROVIDER’s marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to Member.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent the services performed by Provider.

**3. TERM AND TERMINATION**

- A. **Term.** The initial term of this Agreement begins on the Effective Date and continues for a period of three (3) years unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period

of performance extends beyond the expiration or termination of this Agreement. This Agreement may be extended for one (1) additional three (3) year period upon mutual written agreement executed by the Parties.

- B. **Termination with Cause.** Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach. Furthermore, A&M SYSTEM may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- C. **Termination without Cause.** A&M SYSTEM may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER. Termination of this Agreement shall not affect the obligations of either Party under any existing Order Form issued under this Agreement, and such Order Form shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order Form.
- D. **Termination of an Order form.** The period of performance of any Order Form will be as provided in the Order Form. Either party to the Order Form may terminate such Order Form effective upon written notice to the other party if the other party materially breaches any term of this Agreement or the Order Form and fails to cure such breach within fifteen (15) days after receiving written notice of the breach. An Order Form may also be immediately terminated if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent. In the event that the Member terminates the Order Form pursuant to this Section, the Member shall receive a pro-rata refund of any fees prepaid by the Member that cover Services that have not been delivered by PROVIDER as of the date of such termination. Furthermore, Member may terminate the Order Form at any time upon thirty (30) days prior notice to PROVIDER. The termination of any one Order Form will not affect any other Order Form or this Agreement. Notwithstanding any other provision to the contrary in this Agreement, Order Forms that identify to be non-cancellable or non-refundable or has already been shipped shall not be able to be terminated.

#### 4. PAYMENT TERMS

- A. The A&M SYSTEM shall not pay any costs or fees as a direct result of this Agreement. The Member identified in the Order Form will pay the amount due to PROVIDER under such Order Form. The fees paid by Member to PROVIDER for the Services requested under the Order Form, shall be calculated based on the quote attached as Exhibit A and made a part of this Agreement. The rates within Exhibit A shall be valid for the initial term of the agreement and may be renegotiated at the discretion of A&M SYSTEM upon renewal of this Agreement. Additional rates and fees may be negotiated on a Member specific Order Form, provided no less favorable than under this Agreement.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated under the Order Form. Each invoice must reference the Order Form and Member's purchase order number (if applicable) and include a description of services provided along with documentation that Member may reasonably request to support the invoice amount. Member will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment

and non-payment.

- C. All payments will be made by electronic direct deposit.
- D. As an agency of the State of Texas, the A&M System and its Members are tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

**5. OWNERSHIP OF CREATED WORKS**

PROVIDER irrevocably assigns, transfers and conveys to the Member, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement and the Order Form ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by the Member. PROVIDER shall secure for the Member all consents, releases, and contracts and perform other reasonable acts as the Member may deem necessary to secure and evidence the Member's rights in any Deliverable.

**6. CONFIDENTIALITY**

- A. The Parties anticipate that under this Agreement and the Member's Order Form it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.
- B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and the Order Form and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement and the Order Form, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement or the Order Form.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement or an Order Form for a period of one (1) year.

## **7. COMPLIANCE WITH LAWS**

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

## **8. INDEMNIFICATION**

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify and hold harmless A&M System, Members, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any gross negligence, willful misconduct or violation of law of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

## **9. 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, MEMBER may immediately terminate this

Agreement, and PROVIDER will refund to MEMBER all amounts paid by MEMBER under this Agreement within thirty (30) days following the effective date of termination.

**B. Data Privacy.**

- i. The Member shall retain all right, title, and interest in and to all information, data or other content that the Member, its employees, contractors, students, or any other third party on behalf of Member enter, submit or upload to Services or otherwise provide to PROVIDER under this Agreement and the Order Form (collectively, the "A&M System Data"). A&M System Data may include information relating to employees and students, including, but not limited to personally identifiable information, social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations.
- ii. PROVIDER shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. PROVIDER shall only use or disclose A&M System Data for the purpose of fulfilling PROVIDER's obligations under this Agreement, a Member's Order Form, as required by law, or as otherwise authorized in writing by the applicable Member. PROVIDER shall restrict disclosure of the A&M System Data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the A&M System Data in order for PROVIDER to perform its obligations under this Agreement and a Member's Order Form. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement and PROVIDER agrees that it shall be responsible for its subcontractors' and agents' compliance with such obligations.
- iii. PROVIDER must promptly notify the applicable Member of any legal request for A&M System Data from a third party and take (and assist the Member) in taking appropriate steps not to disclose such A&M System Data.
- iv. PROVIDER shall, within two (2) days of discovery, report to the applicable Member any use or disclosure of A&M System Data not authorized by this Agreement or in writing by the applicable Member. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System 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 the applicable Member.
- v. Within thirty (30) days of the expiration or termination of this Agreement or an Order Form, PROVIDER, as directed by a Member, shall return in acceptable electronic format all A&M System Data in its possession (or in the possession of any of its subcontractors or agents) to such Member or, at the Member's option, delete all such A&M System Data, if return is not feasible. PROVIDER shall provide the applicable Member with at least ten (10) days' written notice of PROVIDER's intent to delete such A&M System Data, and shall confirm such deletion in writing.

**10. MISCELLANEOUS**

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s Service to Members. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M SYSTEM or Members. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable A&M SYSTEM and Members policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M SYSTEM or Members.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such

law or by regulation.

- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **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).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. A&M SYSTEM and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- A&M SYSTEM:                   The Texas A&M University System  
301 Tarrow St., Suite 273  
College Station, Texas 77840  
Attention: Jeff Zimmermann  
Phone: (979) 458-6410  
E-mail: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)
- PROVIDER:                       SHI Government Solutions, Inc.  
3828 Pecana Trail  
Austin, TX 78749 Attention: Contract Department  
Phone: (512) 663-5711  
Email: [craig\\_milliken@shi.com](mailto:craig_milliken@shi.com) ; [contracts@SHI.com](mailto:contracts@SHI.com)
- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, 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.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M SYSTEM or Members is to be in the county in which the principal office of A&M SYSTEM's or Member's governing officer is located.
- M. **Non-Waiver.** A&M SYSTEM and Members are an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it

under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M SYSTEM and Members are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M SYSTEM and Members of their right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M SYSTEM and Members.

- N. **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 A&M SYSTEM, Members 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 A&M SYSTEM or the applicable 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 A&M SYSTEM's or Member's sovereign immunity to suit or liability, and A&M SYSTEM and Members have not waived their right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that A&M SYSTEM and Members are 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 A&M SYSTEM's and Member's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M SYSTEM or Members to A&M SYSTEM or Members in a non-proprietary format acceptable to A&M SYSTEM or Members that is accessible by the public. PROVIDER acknowledges that A&M SYSTEM and Members 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.
- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Certification Regarding Products from the Gaza Strip.** To the extent that PROVIDER is providing goods to a 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.
- R. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this

Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- S. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- T. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas, A&M SYSTEM and Members to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M SYSTEM and Member contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to A&M SYSTEM and Members and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.
- V. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- W. **Executive Order GA-48 Certification.** 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 further 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.
- X. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- Y. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- Z. **Loss of Funding.** Performance by A&M SYSTEM and Members under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M SYSTEM and Members will issue written notice to PROVIDER and A&M SYSTEM and Members may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M SYSTEM and Members. In the event of a termination or cancellation under this Section, A&M SYSTEM and Members will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- AA. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M SYSTEM and Members from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M SYSTEM and Members during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M SYSTEM or Members that was employed by A&M SYSTEM or Members during the twelve (12) month period immediately prior to the effective date of the Agreement.
- BB. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M SYSTEM or Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- CC. **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.
- DD. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M SYSTEM or Members 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 A&M SYSTEM or Member becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M SYSTEM or Member will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M SYSTEM or Member.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**



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

**The Texas A&M University System**

**SHI Government Solutions, Inc.**

Signed by:  
By: Susan Ballabina  
099B8B60CDD24FB...

DocuSigned by:  
By: Paul Linhardt  
F10405B7CFF74D0...

Name: Susan Ballabina

Name: Paul Linhardt

Title: Executive Vice Chancellor

Title: Sr. Lead Contracts Specialist

Date: 8/1/2025

Date: 8/1/2025

**Exhibit A – Quote**



Pricing Proposal  
 Quotation #: 26260393  
 Created On: 6/3/2025  
 Valid Until: 7/31/2025

## PA-Texas A&M University

## Microsoft Account Executive

### Andrew Marcontell

750 Agronomy Rd  
 Suite 3101  
 6000 TAMU  
 College Station, TX 77843  
 United States  
 Phone: 979-458-8640  
 Fax:  
 Email: amarcontell@tamu.edu

### Craig Milliken

SHI International Corporation  
 Phone: 512-663-5711  
 Fax:  
 Email: craig\_milliken@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Azure DevOps Server ALng LSA Microsoft - Part#: 125-00110 Contract Name: Open Market Contract #: Open Market	3	\$31.29	\$93.87
2 Azure DevOps Server CAL ALng LSA Device CAL Microsoft - Part#: 126-00156 Contract Name: Open Market Contract #: Open Market	28	\$31.29	\$876.12
3 GitHub Enterprise Edu Sub Microsoft - Part#: 151-00001 Contract Name: Open Market Contract #: Open Market	1	\$42,457.50	\$42,457.50
4 Defender Endpoint Server Edu Sub Microsoft - Part#: 101-00003 Contract Name: Open Market Contract #: Open Market	749	\$60.18	\$45,074.82
5 Power Automate Premium Edu Sub Per User Microsoft - Part#: 1SM-00001 Contract Name: Open Market Contract #: Open Market	27	\$89.91	\$2,427.57
6 SQL Server Standard ALng LSA Microsoft - Part#: 228-04437 Contract Name: Open Market Contract #: Open Market	285	\$79.72	\$22,720.20
7 SQL CAL ALng LSA Device CAL Microsoft - Part#: 359-00765 Contract Name: Open Market	3993	\$18.46	\$73,710.78

Contract #: Open Market

8	Win VDA Device ALng Sub Per Device Microsoft - Part#: 4ZF-00019 Contract Name: Open Market Contract #: Open Market	285	\$30.81	\$8,780.85
9	Exchange Online P1 Edu Sub Per User Alumni Microsoft - Part#: 5RS-00002 Contract Name: Open Market Contract #: Open Market	6000	\$0.00	\$0.00
10	Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: Open Market Contract #: Open Market	69	\$1,198.80	\$82,717.20
11	Win Remote Desktop Services CAL ALng LSA DCAL Microsoft - Part#: 6VC-01251 Contract Name: Open Market Contract #: Open Market	9833	\$10.67	\$104,918.11
12	Win Remote Desktop Services Ext Con ALng LSA Microsoft - Part#: 6XC-00298 Contract Name: Open Market Contract #: Open Market	2	\$1,085.75	\$2,171.50
13	Visual Studio Pro MSDN ALng LSA Microsoft - Part#: 77D-00110 Contract Name: Open Market Contract #: Open Market	154	\$52.99	\$8,160.46
14	Project Online Essentials Edu Sub Per User Microsoft - Part#: 7HS-00001 Contract Name: Open Market Contract #: Open Market	2020	\$0.00	\$0.00
15	SQL Server Enterprise Core ALng LSA 2L Microsoft - Part#: 7JQ-00341 Contract Name: Open Market Contract #: Open Market	345	\$1,221.94	\$421,569.30
16	Planner & Project P3 Edu Sub Per User Microsoft - Part#: 7MA-00001 Contract Name: Open Market Contract #: Open Market	189	\$61.14	\$11,555.46
17	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Open Market Contract #: Open Market	249	\$318.64	\$79,341.36
18	Planner & Project P5 Edu Sub Per User Microsoft - Part#: 7TR-00001 Contract Name: Open Market Contract #: Open Market	36	\$112.09	\$4,035.24
19	Power Automate Process Edu Sub Microsoft - Part#: 8F9-00001 Contract Name: Open Market	2	\$989.01	\$1,978.02

Contract #: Open Market

20	Win Server DC Core ALng LSA 2L Microsoft - Part#: 9EA-00039 Contract Name: Open Market Contract #: Open Market	3217	\$41.00	\$131,897.00
21	Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Open Market Contract #: Open Market	5211	\$6.47	\$33,715.17
22	System Center Standard Core ALng LSA 2L Microsoft - Part#: 9EN-00494 Contract Name: Open Market Contract #: Open Market	149	\$9.83	\$1,464.67
23	System Center DC Core ALng LSA 2L Microsoft - Part#: 9EP-00037 Contract Name: Open Market Contract #: Open Market	1222	\$26.73	\$32,664.06
24	CIS Suite Standard Core ALng LSA 2L Microsoft - Part#: 9GA-00006 Contract Name: Open Market Contract #: Open Market	180	\$15.58	\$2,804.40
25	CIS Suite Datacenter Core ALng LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: Open Market Contract #: Open Market	819	\$64.38	\$52,727.22
26	M365 A3 Unified Edu Sub Per User Microsoft - Part#: AAD-38391 Contract Name: Open Market Contract #: Open Market	50	\$52.99	\$2,649.50
27	M365 A5 Unified Edu Sub Per User Microsoft - Part#: AAD-38400 Contract Name: Open Market Contract #: Open Market	42637	\$109.45	\$4,666,619.65
28	M365 A5 Unified Edu Sub Student Use Benefit Per User Microsoft - Part#: AAD-38405 Contract Name: Open Market Contract #: Open Market	1126630	\$0.00	\$0.00
29	Win Server Std Core Ext Security 2012 2 Core Y3 (October 2025-2026) Microsoft - Part#: AAN-20978 Contract Name: Open Market Contract #: Open Market <b>Note:</b> Updated SKU to Year 3	22	\$24.66	\$542.52
30	Power BI Premium USL Edu a Sub Per User Microsoft - Part#: B1B-00007 Contract Name: Open Market Contract #: Open Market	46	\$49.03	\$2,255.38
31	Visio Professional ALng LSA	42687	\$5.15	\$219,838.05

Microsoft - Part#: D87-01057

Contract Name: Open Market

Contract #: Open Market

**Note:** Matched EQU quantity to be entitled to Faculty pricing

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32	M365 Copilot Edu Sub Add-on Microsoft - Part#: EP2-00538 Contract Name: Open Market Contract #: Open Market	739	\$323.68	\$239,199.52
33	Entra Suite P2 Edu Sub Add-on Microsoft - Part#: EP2-04964 Contract Name: Open Market Contract #: Open Market	10	\$21.58	\$215.80
34	Intune P1 Edu Sub Per User Microsoft - Part#: FYR-00001 Contract Name: Open Market Contract #: Open Market	67	\$8.27	\$554.09
35	Project Professional ALng LSA 1 Server CAL Microsoft - Part#: H30-00237 Contract Name: Open Market Contract #: Open Market	42687	\$5.75	\$245,450.25
36	Visio P1 Edu Sub Per User Microsoft - Part#: HWS-00001 Contract Name: Open Market Contract #: Open Market	20	\$10.91	\$218.20
37	W365 Ent 4vCPU/16GB/256GB Sub Per User Microsoft - Part#: I4V-00005 Contract Name: Open Market Contract #: Open Market	30	\$899.10	\$26,973.00
38	W365 Ent 2vCPU/8GB/256GB Sub Per User Microsoft - Part#: I75-00004 Contract Name: Open Market Contract #: Open Market	30	\$599.40	\$17,982.00
39	Teams Shared Devices Edu Sub Per Device Microsoft - Part#: KXH-00001 Contract Name: Open Market Contract #: Open Market	345	\$32.49	\$11,209.05
40	Visual Studio Test Pro MSDN ALng LSA Microsoft - Part#: L5D-00161 Contract Name: Open Market Contract #: Open Market	21	\$91.47	\$1,920.87
41	Teams Phone Standard Edu Sub Per User Microsoft - Part#: LK7-00001 Contract Name: Open Market Contract #: Open Market	250	\$32.61	\$8,152.50
42	Teams Domestic Calling Plan Edu Sub Per User Microsoft - Part#: LM7-00001 Contract Name: Open Market Contract #: Open Market	155	\$143.86	\$22,298.30

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43	Teams Domestic Calling Plan Edu Sub Phone System Per User Microsoft - Part#: LM7-00017 Contract Name: Open Market Contract #: Open Market	618	\$95.90	\$59,266.20
44	Teams International Calling Plan Edu Sub Per User Microsoft - Part#: LN7-00001 Contract Name: Open Market Contract #: Open Market	136	\$287.71	\$39,128.56
45	O365 A1 Edu Sub Per User Microsoft - Part#: M6K-00001 Contract Name: Open Market Contract #: Open Market	9000	\$0.00	\$0.00
46	Visual Studio Ent MSDN ALng LSA Microsoft - Part#: MX3-00115 Contract Name: Open Market Contract #: Open Market	130	\$312.05	\$40,566.50
47	Power BI Pro Edu Sub Per User Microsoft - Part#: NK5-00001 Contract Name: Open Market Contract #: Open Market	95	\$22.90	\$2,175.50
48	Visio P2 Edu Sub Per User Microsoft - Part#: P4U-00001 Contract Name: Open Market Contract #: Open Market	828	\$23.98	\$19,855.44
49	Phone Resource Account Edu Sub Phone System Virtual User Microsoft - Part#: RMT-00007 Contract Name: Open Market Contract #: Open Market	20	\$0.00	\$0.00
50	M365 Apps Enterprise Devices Edu Sub Add-on Microsoft - Part#: RQL-00001 Contract Name: Open Market Contract #: Open Market	165400	\$0.00	\$0.00
51	Power Apps Premium Edu Sub Per User Microsoft - Part#: SEK-00001 Contract Name: Open Market Contract #: Open Market	198	\$95.90	\$18,988.20
52	Power Automate Flow Edu Sub Min 5 Licenses Microsoft - Part#: SFK-00001 Contract Name: Open Market Contract #: Open Market	5	\$479.52	\$2,397.60
53	Power Automate Edu Sub Per User Microsoft - Part#: SFQ-00001 Contract Name: Open Market Contract #: Open Market	62	\$71.93	\$4,459.66
54	Copilot Studio Legacy USL Edu Sub Per User Microsoft - Part#: SYT-00001 Contract Name: Open Market Contract #: Open Market	1000	\$0.00	\$0.00

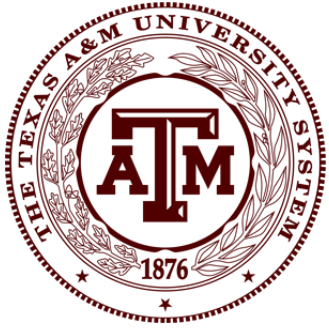
55	Teams Rooms Pro Edu Sub Per Device Microsoft - Part#: V9I-00001 Contract Name: Open Market Contract #: Open Market	80	\$174.31	\$13,944.80
56	Power Pages Anonymous Users T1 Edu Sub (500 User/Site/Mo) Microsoft - Part#: WDU-00001 Contract Name: Open Market Contract #: Open Market	15	\$494.51	\$7,417.65
57	Power Pages Auth Users T1 Edu Sub (100 User/Site/Mo) Microsoft - Part#: WDZ-00001 Contract Name: Open Market Contract #: Open Market <b>Note:</b> Swapped to T1; Customer does not qualify for T2 w/ current quantities.	10	\$1,318.68	\$13,186.80
58	Intune Endpoint Privilege Management Edu Sub Per User Microsoft - Part#: XP1-00001 Contract Name: Open Market Contract #: Open Market	1500	\$6.59	\$9,885.00
59	Intune Suite Edu Sub Per User Microsoft - Part#: XQK-00001 Contract Name: Open Market Contract #: Open Market	15	\$21.82	\$327.30
60	Copilot Studio Edu Sub (Messages) Microsoft - Part#: YGB-00001 Contract Name: Open Market Contract #: Open Market	1	\$1,318.68	\$1,318.68
61	M365 Extra Storage CAO Edu 10TB Sub Add-on Microsoft - Part#: YGP-00001 Contract Name: Open Market Contract #: Open Market <b>Note:</b> Includes QTY from the retired M365 Extra Storage CAO Edu 10TB BDO Sub Add-on SKU	26	\$3,269.13	\$84,997.38
62	Teams Premium Edu Sub Per User Microsoft - Part#: ZXI-00009 Contract Name: Open Market Contract #: Open Market	504	\$21.82	\$10,997.28
			Total	\$6,962,852.11

**Additional Comments**

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).



# Vendor Verify Report

Searched By: Jacqueline Gibson

Search String: \*\*\*\*\*5478

Search Date: 8/1/2025 4:01:17 PM

Number of Results: 0

Source Name	URL	Source ID	Count
Texas Comptroller Vendor Hold	<a href="https://it.tamus.edu/vendorverify/state-of-texas-decommission-text/">https://it.tamus.edu/vendorverify/state-of-texas-decommission-text/</a>	1	0
Federal Excluded Parties	<a href="https://sam.gov/data-services/Exclusions/Public%20V2?privacy=Public">https://sam.gov/data-services/Exclusions/Public%20V2?privacy=Public</a>	2	0
Debarred Vendor List	<a href="https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php">https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php</a>	3	0
Divestment Statute Lists: Companies that Boycott Israel	<a href="https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx">https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx</a>	4	0
Divestment Statute Lists: Designated Foreign Terrorist Organizations	<a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx</a>	5	0
Divestment Statute Lists: Scrutinized Companies with ties to Iran	<a href="https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx">https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx</a>	6	0
Divestment Statute Lists: Financial Companies that Boycott Energy Companies	<a href="https://comptroller.texas.gov/purchasing/docs/divest-energy.xlsx">https://comptroller.texas.gov/purchasing/docs/divest-energy.xlsx</a>	7	0
Texas Comptroller Vendor Hold	<a href="https://fmx.cpa.texas.gov/fmx/payment/">https://fmx.cpa.texas.gov/fmx/payment/</a>	8	0
Divestment Statute Lists: Scrutinized Companies with ties to Sudan	<a href="https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx">https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx</a>	11	0

Source Name	URL	Source ID	Count
Divestment Statute Lists: Scrutinized Companies with ties to Foreign Terrorist Organizations	<a href="https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx">https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx</a>	12	0
Fara Foreign Principals	<a href="https://efile.fara.gov/bulk/zip/FARA_All_ForeignPrincipals.csv.zip">https://efile.fara.gov/bulk/zip/FARA_All_ForeignPrincipals.csv.zip</a>	13	0
Fara Registrants	<a href="https://efile.fara.gov/bulk/zip/FARA_All_Registrants.csv.zip">https://efile.fara.gov/bulk/zip/FARA_All_Registrants.csv.zip</a>	14	0
Trade.gov Consolidated Entities List	<a href="https://data.trade.gov/downloadable_consolidated_screening_list/v1/consolidated.csv">https://data.trade.gov/downloadable_consolidated_screening_list/v1/consolidated.csv</a>	15	0
Divestment Statute Lists: Designated Foreign Terrorist Organizations	<a href="https://comptroller.texas.gov/purchasing/publications/divestment.php">https://comptroller.texas.gov/purchasing/publications/divestment.php</a>	16	0
Divestment Statute Lists: Financial Companies that Boycott Energy Companies	<a href="https://comptroller.texas.gov/purchasing/publications/divestment.php">https://comptroller.texas.gov/purchasing/publications/divestment.php</a>	17	0
Divestment Statute Lists: Scrutinized Companies with ties to Iran	<a href="https://comptroller.texas.gov/purchasing/publications/divestment.php">https://comptroller.texas.gov/purchasing/publications/divestment.php</a>	18	0
U.S. Department of Justice - FARA All Foreign Principals	<a href="https://efile.fara.gov/ords/fara/f?p=1381:1:12421595030767:::">https://efile.fara.gov/ords/fara/f?p=1381:1:12421595030767:::~</a>	19	0
International Trade Administration - Consolidated Screening List	<a href="https://www.trade.gov/consolidated-screening-list">https://www.trade.gov/consolidated-screening-list</a>	20	0
U.S. Department of Justice - FARA All Registrants	<a href="https://efile.fara.gov/ords/fara/f?p=1381:1:12421595030767:::">https://efile.fara.gov/ords/fara/f?p=1381:1:12421595030767:::~</a>	21	0
U.S. Department of Justice - FARA All Registrants	<a href="https://efile.fara.gov/bulk/zip/FARA_All_Registrants.csv.zip?1742248299419.4685">https://efile.fara.gov/bulk/zip/FARA_All_Registrants.csv.zip?1742248299419.4685</a>	22	0
U.S. Department of Justice - FARA All Foreign Principals	<a href="https://efile.fara.gov/bulk/zip/FARA_All_ForeignPrincipals.csv.zip?1742248299419.4685">https://efile.fara.gov/bulk/zip/FARA_All_ForeignPrincipals.csv.zip?1742248299419.4685</a>	23	0



Pricing Proposal  
Quotation #: 26389759  
Reference #: TAMUS-ITB-25-0512  
Created On: 7/9/2025  
Valid Until: 9/30/2025

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## TX-Texas A&M University-Central Texas

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## Manager - Microsoft Inside Account Management

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### Gail Wallin

1001 Leadership Place  
Killeen, TX 76549  
United States  
Phone:  
Fax:  
Email: gwallin@tamuct.edu

### Peter Azarian

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-584-8396  
Fax:  
Email: Peter\_Azarian@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	1	\$1,198.80	\$1,198.80
2 M365 A5 Unified Edu Sub Per User Microsoft - Part#: AAD-38400 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	740	\$95.42	\$70,610.80
3 M365 A5 Unified Edu Sub Student Use Benefit Per User Microsoft - Part#: AAD-38405 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	22400	\$0.00	\$0.00
4 Power Automate Premium Edu Sub Per User Microsoft - Part#: 1SM-00001 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	1	\$89.91	\$89.91
5 SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	5	\$318.64	\$1,593.20
6 Teams Premium Edu Sub Per User Microsoft - Part#: ZXI-00009 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA	4	\$21.84	\$87.36

7	Visio Professional ALng LSA Microsoft - Part#: D87-01057 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026 <b>Note:</b> Matched EQU quantity to be entitled to Faculty pricing	740	\$5.15	\$3,811.00
8	Win Remote Desktop Services CAL ALng LSA DCAL Microsoft - Part#: 6VC-01251 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026 <b>Note:</b> FAC	740	\$7.43	\$5,498.20
9	Win Server DC Core ALng LSA 2L Microsoft - Part#: 9EA-00039 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	174	\$41.00	\$7,134.00
10	M365 Copilot Edu Sub Add-on Microsoft - Part#: EP2-00538 Contract Name: Texas A&M University System MSA Contract #: Texas A&M University System MSA Coverage Term: 9/1/2025 – 8/31/2026	20	\$323.68	\$6,473.60
			Total	\$96,496.87

#### Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

#### Purchasing Microsoft Azure Services

Customer may purchase Microsoft Azure Services from SHI in one or a combination of the following ways: **Azure Prepayment:** Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the “Fully Prepaid Option”). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an Allocated Annual prepayment each year of the Enrollment (the “Annually Prepaid Option”). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date.

**Using Azure prepayment:** Each month, Microsoft will deduct from Customer’s Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer’s usage of eligible Microsoft Azure Services. Once Customer’s Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).

**Invoicing Azure prepayment:** If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.

**Invoicing Azure prepayment overage:** If Customer’s usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer at the end of each Enrollment month.

**Consumption:** Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. **Consumption invoicing:** If Customer provisions Microsoft Azure Services without an Azure prepayment, SHI will invoice customer in the following month of usage at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer’s subscription term will be invoiced by SHI to Customer at then-current Consumption Rates monthly.

SHI will invoice eligible Microsoft Azure Services at the contracted mark-up. Please refer to the Azure Portal or Pricing Calculator for more information on availability: <https://azure.microsoft.com/en-us/pricing/calculator/> Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote

may be subject to change.

**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*