This Master Order shall be effective as of September 01, 2019 and pertains to all goods and/or services covered by Texas A&M University AggieBuy Contract # C20201109.

This document is NOT considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis.

1. Vendor shall provide goods and/or services as designated on Attachment A, specifications, terms and conditions as stated in Invitation-to-Bid # 02EXDF-ITB-1493, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University AggieBuy Contract # C20201109.

2. Delivery Information:

Texas A&M University
Attn: Kim Sutphen
Mays Center for Executive Development
College Station, TX 77843-4114
979-862-3982

3. Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized invoice referencing the AggieBuy Contract number and any departmental issued purchase order number. Owner will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontroverted invoice.

4. Term: The term of this Master Order shall be from September 01, 2019 through August 31, 2020. This Master Order may be renewed for up to four (4) additional year(s); one (1) year at a time, if mutually agreed to in writing by both parties.

5. Escalation:
   - 9/1/20 - 8/31/21: 0%
   - 9/1/21 - 8/31/22: 0%
   - 9/1/22 - 8/31/23: 0%
   - 9/1/23 - 8/31/24: 10%

6. Changes: Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.

7. Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas A&M University is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, et. seq., for all purchases made for the exclusive use of Texas A&M.

8. The laws of the State of Texas shall govern this Master Order.

Maria E. Young
979-845-2139
meyeung@tamu.edu

By: Maria E. Young
Purchasing Agent for Texas A&M University
### Attachment A

**Reference:** C20201109  
Energy Exploration and Production Simulation License

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item &amp; Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Delivery (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This is not an order. It is an informational copy only. Orders/Services will be placed individually on an as needed basis.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master Contract shall be valid for the period from September 1, 2019 through August 31, 2020.</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantities are estimated only and do not guarantee purchase. Prices shall remain firm through time frame listed above. Show unit price on each item, as quantities may be increased or decreased, within reasonable limits. In case of error in price extension, unit price shall govern.</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Services are to be requested at times and in quantities as requested by the department.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Texas A&amp;M University reserves the right to add/delete any items on the contract as the need changes throughout the contract period and renewal(s). Prior to adding products, the department will request a quote from the vendor and the vendor will provide the quote to the department, at that point the department will forward on to Procurement Services for approval and processing.</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Renewal:**

Texas A&M University reserves the right to renew the awarded contract for an additional four (4) years, one (1) year at a time, if mutually agreed upon by both parties with all terms and conditions remaining firm.

If renewal option is exercised, the vendor may increase the contract price to reflect increases in the cost of providing the product. Vendor shall quote a maximum percentage increase for each extension period as follows:

- 9/1/20 – 8/31/21: 0%
- 9/1/21 – 8/31/22: 0%
- 9/1/22 – 8/31/23: 0%
- 9/1/23 – 8/31/24: 10%
### Cancellation:

Texas A&M University reserves the right to cancellation, without penalty, due to non-performance.

Upon award, any order is subject to cancellation, without penalty, either in whole or in part if funds are not appropriated by the Texas Legislature or otherwise not made available to the using agency.

Texas A&M reserves the right to cancellation by providing a thirty (30) day written notice.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item &amp; Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Delivery (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>License for Energy Exploration and Production Simulation to be used by program participants in programs held by the Center for Executive Development.</td>
<td>350</td>
<td>EA</td>
<td>100.00</td>
<td>35,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Additional License for Energy Exploration and Production Simulation to be used by program participants in programs held by the Center for Executive Development.</td>
<td>351+</td>
<td>EA</td>
<td>120.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>