

such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

- b. **Buy American Iron and Steel.** For Orders in which iron or steel products will be used, Vendor agrees to comply with Section 2252.202, Texas Government Code, requiring any iron or steel products produced through a manufacturing process and used in the project be produced in the United States.
- c. **Independent Contractor.** Vendor recognizes that it is engaged as an independent contractor and acknowledges that SHSU

will be provided to Vendor upon request. In the event travel expenses are paid by appropriated funds, travel expenses are limited to amounts authorized by the Comptroller of Public Accounts for the State of Texas for state employees (<https://fm.xcpa.state.tx.us/fm/travel/travelrates.0Ts100Tz0c0f000p>) upon request.

- m. **Force Majeure.** Except as otherwise provided, neither Seller nor SHSU, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Order caused by Force Majeure. Incidents of Force Majeure include but are not limited to the following: acts of God, strikes, epidemics and pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.
- n. **Terms Controlling.** If any other documents associated with the Order, and these terms and conditions, these terms and conditions will control.
- o. **Assignment and Subcontractors.** Contractor's obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without prior consent of the University, and any attempt to do so will (1) not be binding on the University; and (2) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, Texas Government Code, and 34 TAC §§20.285(g)(5), 20.585 and 20.586. The benefits and burdens of this Agreement are assignable by the University.
- p. **Contracting with Institutions of Higher Education.** In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the Agreement or Contract without regard to: (1) Whether the provision appears on the face of the Agreement or Contract; or (2) Whether the Agreement or Contract includes any provision to the contrary.

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records (or other personally identifiable information), audit logs, research data, trade secrets, and classified government information. Confidential Information shall not include public records that by law must be made available to the general public. To the extent there is doubt as to whether any data constitute Confidential Information, the data in question shall be treated as Confidential Information until a determination is made by the Requesting Institution or proper legal authority.

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Authorized Agent of Requesting Institution: An officer of the Requesting Institution with RAAtD6

2.4

Requesting Institution owns all data processed, stored and/or

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- B. Contractor will make available to the Requesting Institution a development instance separate from the production instance. This environment shall be made available prior to the Requesting Institution's use of the production instance and this environment shall continue to be made available as long as the Requesting Institution is using Contractor's Service.
- C. . Contractor agrees to provide a link to a demonstration of the EIR that can be tested using automated testing tools and assistive technology.

2.9

- A. Any user accounts provisioned inside the Contractor's service for use by Requesting Institution must be unique and individually assigned.
- B. Where applicable, federated authentication services (e.g., SAML, ADFS, or CAS) shall be used.
- C. The password management for any non-federated accounts intended for use by the Requesting Institution must comply with institution password policies unless the Contractor formally requests in writing an exception which must first be approved by the Requesting Institution's Information Security Officer.

2.10

The Contractor shall provide Requesting Institution the appropriate contact(s) necessary for Requesting Institution to maintain the requirements set forth in this Exhibit

(6) Lamar State College Port Arthur: breachnotifications@lamarpa.edu

(7) Lamar State College Orange: breachnotifications@lsco.edu

(8) Lamar Institute of Technology: [rt_ions89_097_-2.443.2.6_3\(\)-6\(r\)2-1Tn1yi\)2.6_H30.5\(t\)-61.2](mailto:rt_ions89_097_-2.443.2.6_3()-6(r)2-1Tn1yi)2.6_H30.5(t)-61.2)

only, provided that all such contractors, subcontractors, agents, consultants and auditors have written confidentiality obligation to Contractor.

The confidentiality obligations shall survive termination of any agreement with Contractor and for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of Requesting Institution.