

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

 Order Date
08/24/2023

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P300414	

 VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.
INVOICE TO:
 TEXAS A&M FOREST SERVICE
FRD/SF--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1281
COLLEGE STATION TX 77845-3424

VENDOR
14627287530 IMPLAN GROUP LLC 16905 NORTHCROSS DE STE 120 HUNTSVILLE, NC 28078-5097

 ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.
SHIP TO:
 TEXAS A&M FOREST SERVICE
FRD/SF--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1281
COLLEGE STATION TX 77845-3424

 ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

 PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 000000-MY State Explorer Plan - Data to be sent to Xufang Zhang. 8/17/23 - 8/21/26 ***** NET 30 ***** NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A". DIRECT PUBLICATIONS PURCHASE NOT AVAILABLE FROM ANY OTHER SOURCE. PROPRIETARY PUBLICATION OF ONLINE DATA, VENDOR IS SOLE SOURCE OF DATA PROVIDED. VENDOR'S PROPOSAL AND T&C'S ARE ATTACHED. TERMS AND CONDITIONS DOCUMENTED ON CONTRACT CO-23-225 AND TFS VENDOR CONTRACT ADDENDUM SHALL APPLY. VENDOR QUOTE: 202302821 VENDOR REF: BJORN MARKESON 704-464-3835	1	LOT	17,640.000	17,640.00
	TOTAL				17,640.00

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

 IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

IMPLAN Proposal for Texas A&M Forest Service

This proposal contains all details relevant to the pricing and terms as requested by
Xufang Zhang

PREPARED BY: BJORN MARKESON

For Texas A&M Forest Service

Order Form

Order Number: 202302821

Prices valid through: 08 / 31 / 2023

NAME	PRICE	QTY	SUBTOTAL
State Explorer Plan	\$31,500.00	1	\$17,640.00
Texas State Package			
			\$17,640.00

Subtotal **\$17,640.00**

Total \$17,640.00

SUBSCRIPTION LENGTH (MONTHS)	36
Authorized Users	3
SUBSCRIPTION START DATE	UPON FINAL SIGNATURE

Notes:

*Client shall pay the Total Fees set forth on this Order Form, plus applicable taxes. Payment is due upon receipt of the invoice. Interest will be charged on overdue amounts at the rate of 1% per month.

Pay via Credit Card here:

https://documentlink.blackthorn.io/8AClWzleLGF3JmjtIWNXPv_NPNc13ujEd4Qd58kf42-YqHQVDYZrM-XfxyJcrgmXlm7Dv2rKI8i3Ktku8HPmgQ

Terms and Conditions:

The IMPLAN Support Policy is located [here](#).

Use of the IMPLAN System is governed by the IMPLAN System Terms and Conditions of Use as attached hereto. Client's terms of purchase, including purchase order terms, are not applicable. IMPLAN and Client agree that this Order Form together with the IMPLAN System Terms and Conditions of Use (collectively, the "Agreement") represents the entire and fully integrated Agreement between the parties.

Acceptance

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their organization and that this Agreement is binding upon each party and organization in accordance with its terms.

IN WITNESS WHEREOF, each of the Parties has executed this **Agreement**, both Parties by its duly authorized officer, as of the day and year set forth below.

IMPLAN Group LLC

Client: Texas A&M Forest Service

Name: Daniel W. Cain

Name: Robby DeWitt

Title: Vice President, Sales

Title: Associate Director for Finance and Admin

Signature:



Signature:



Date: 08 / 17 / 2023

Date: 08 / 16 / 2023

January 1, 2023 - Version 3.6G

USE OF THE IMPLAN SYSTEM (AS DEFINED BELOW) IS SUBJECT TO THESE TERMS AND CONDITIONS AND ANY ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE ORDER FORM, ORDER CONFIRMATION AND/OR INVOICE (COLLECTIVELY, THE "ORDER," AND THE ORDER TOGETHER WITH THESE TERMS AND CONDITIONS, THIS "AGREEMENT") PROVIDED BY IMPLAN IN CONNECTION WITH THE PURCHASE OF A SUBSCRIPTION (A "SUBSCRIPTION") TO USE THE IMPLAN SYSTEM. THIS AGREEMENT REPRESENTS THE ENTIRE AND FULLY INTEGRATED AGREEMENT BETWEEN THE PURCHASER ("CLIENT") AND IMPLAN GROUP LLC ("IMPLAN") CONCERNING THE USE OF THE IMPLAN SYSTEM, AND THIS AGREEMENT SUPERSEDES ALL PRIOR PROPOSALS, REPRESENTATIONS, OR UNDERSTANDINGS WITH RESPECT TO THE IMPLAN SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO OTHER COMMUNICATION WILL BE CONSTRUED AS, OR CONSTITUTE, A WAIVER OF THIS AGREEMENT, OR ACCEPTANCE OF ANY ADDITIONAL OR CONTRARY TERMS, CONDITIONS OR SPECIFICATIONS, AND IMPLAN HEREBY OBJECTS TO ANY SUCH ADDITIONAL OR CONTRARY TERMS, CONDITIONS OR SPECIFICATIONS, INCLUDING ANY ADDITIONAL OR CONTRARY TERMS CONTAINED IN A PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT. IF CLIENT ENTERS INTO THIS AGREEMENT ON HIS OR HER OWN BEHALF, THIS AGREEMENT WILL APPLY TO CLIENT PERSONALLY. IF CLIENT ENTERS INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, CLIENT REPRESENTS AND WARRANTS THAT CLIENT HAS AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT.

1. THE IMPLAN SYSTEM LICENSE.

1.1 The "IMPLAN System" means IMPLAN's economic modeling platform available at <https://app.implan.com> (the "Site"), which includes the following features: (i) data that includes, without limitation, regional economic data, environmental data, national structural matrix data, inter-regional commuting data, and inter-regional commodity trade data (collectively, the "IMPLAN Data"), (ii) software for analyzing and otherwise working with IMPLAN Data (the "IMPLAN Software"), (iii) software for automating the use of the IMPLAN Software and IMPLAN Data ("IMPLAN API"), and (iv) IMPLAN System-generated multipliers describing rates of change across variables ("Multipliers").

1.2 Subject to the terms and conditions of this Agreement, IMPLAN grants Client a limited, non-exclusive, non-sublicensable and non-transferable license to access via the Site and use, during the Term, the IMPLAN System, solely for Client's internal, non-commercial purposes (except as set forth in Section 2) by and through Authorized Users. Without limiting the foregoing, Client acknowledges and agrees that, based on the terms of Client's Subscription, Client's license may not include access to or use of certain features of the IMPLAN System. "Authorized User" means (i) if Client is an individual, Client and (ii) if Client is an organization, each employee of Client that has been granted a valid username and password ("Credentials") that is used to verify such employee's identity and authorization to access and use the IMPLAN System. Credentials must be tied to an individual and will not be granted for role-based or consumer-based email addresses. For purposes of clarity, Authorized User credentials (username, password, API access tokens, etc.) may not be used by multiple individuals nor shared outside of the Client's organization.

2. RESULTS. All data, documents and other materials (collectively, "Results") generated from use of the IMPLAN System, including, without limitation, IMPLAN Data, models resulting from the use of the IMPLAN System ("IMPLAN Models," and together with the Site, IMPLAN Data and the IMPLAN System, the "IMPLAN

Materials”), are subject to copyright held by IMPLAN. Subject to the last sentence of this Section 2, Client may use, display, reproduce and publish Results, solely during the Term (unless otherwise agreed in writing by IMPLAN), in analyses, reports, presentations, publications, and similar public displays (collectively, “Publications”); provided that: (i) Publications contain only summary information (e.g., average output per worker, average labor income per worker and aggregated demographic information), each data point in any such Publication includes no more than fifty (50) industries, and general summary data (e.g., S-W index and GDP) in each such Publication includes no more than fifty (50) geographies; (ii) Client includes the following notation in any Publication: “IMPLAN® model, [YEAR] Data, using inputs provided by the user and IMPLAN Group LLC, IMPLAN System (data and software), 16905 Northcross Dr., Suite 120, Huntersville, NC 28078 www.IMPLAN.com”. Notwithstanding the foregoing, Client may not include Multipliers in Publications, without IMPLAN’s prior written consent. For purposes of clarity, once produced, Publications may be displayed in perpetuity.

3. PERMITTED USE AND LICENSE LIMITATIONS.

3.1 Client shall not, and shall not permit any Authorized User to, use the IMPLAN Materials for any purposes beyond the scope of the rights granted in this Agreement. Without limiting the foregoing, Client shall not at any time, directly or indirectly, and shall not permit any Authorized User to: (i) share any Credentials with anyone, except as authorized in this Agreement; (ii) copy, modify (other than modifications to IMPLAN Data enabled by standard IMPLAN Software functionality), adapt, clone, disassemble, decompile, decrypt, decode, or otherwise reverse engineer or create derivative works of any IMPLAN Materials (including, without limitation, any component of the IMPLAN Software) or attempt to derive or gain access to the source code of the IMPLAN Software, in whole or in part; (iii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, provide service bureau, time-sharing, or other services to third parties, or otherwise make available the IMPLAN Materials (except for Publications distributed in accordance with Section 2); (iv) input, upload, transmit or otherwise provide to or through the IMPLAN System any Client Data (as defined below) that is unlawful or injurious, or that contains, transmits or activates any viruses, worms, Trojan horses, corrupted files, hoaxes, bots, harmful code, denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology that are of a destructive or deceptive nature; (v) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the IMPLAN System or the provision of the IMPLAN System to any third party, in whole or in part; (vi) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from the IMPLAN Materials; (vii) use the IMPLAN Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (viii) except as provided by the IMPLAN API, access the IMPLAN Materials by bots or otherwise automated methods; or (ix) access or use the IMPLAN Materials for the development or provision of a competing software service or product or for any other purpose that is to IMPLAN’s detriment or commercial disadvantage. Client shall promptly notify IMPLAN of any breach of any of the foregoing.

3.2 Client is responsible and liable for all uses of the IMPLAN Materials resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if

taken by Client will be deemed a breach of this Agreement by Client. Client shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the IMPLAN Materials, and shall cause Authorized Users to comply with such provisions.

4. CLIENT DATA.

4.1 All information, data and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Client or any Authorized User through the IMPLAN System is, collectively, "Client Data".

4.2 IMPLAN acknowledges that, as between IMPLAN and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to IMPLAN a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data solely as may be necessary for IMPLAN to provide the IMPLAN System to Client.

4.3 Client represents and warrants to IMPLAN that the Client Data will not include any personally identifiable data, data subject to the EU General Data Protection Regulation (the "GDPR"), or data subject to the California Consumer Privacy Act (the "CCPA").

5. INTELLECTUAL PROPERTY.

5.1 Client acknowledges and agrees that the IMPLAN Materials are the property of IMPLAN and that copyright and other intellectual property rights laws protect the IMPLAN Materials. Except as expressly permitted in this Agreement, Client may not disclose the IMPLAN Materials to any third party.

5.2 IMPLAN acknowledges that Client may be required to comply with public records laws pursuant to state statutes. Nothing in this Agreement shall be interpreted to in any way impair Client's ability to comply with such public records laws and no action taken by Client required by such public records laws shall constitute a breach of this Agreement.

5.3 Client acknowledges that, as between Client and IMPLAN, IMPLAN owns all right, title, and interest, including all intellectual property rights, in and to the IMPLAN Materials and any and all intellectual property provided to Client in connection therewith (collectively, the "IMPLAN IP").

5.4 IMPLAN reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Client or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the IMPLAN IP.

5.5 Client hereby assigns to IMPLAN on Client's behalf, and on behalf of its employees, contractors and agents, all right, title, and interest in and to any ideas, know-how, concepts, techniques, or other intellectual property

rights contained in Feedback (defined below), and IMPLAN is free to use (but not required to use) Feedback, without any attribution or compensation to any party, for any purpose whatsoever. “Feedback” means any communications or materials transmitted to or shared with IMPLAN by Client or any of its employees, contractors or agents by mail, email, telephone, or otherwise, suggesting or recommending changes to the IMPLAN IP, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like. For the avoidance of doubt, Feedback does not include Client Data.

6. U.S. GOVERNMENT RIGHTS. The IMPLAN Materials were developed at private expense and are not in the public domain. The IMPLAN Materials are “Commercial Items” as defined in 48 C.F.R. § 2.101. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose the IMPLAN Materials are limited to the rights set forth in this Agreement as provided in 48 C.F.R. § 12.212, or to the limited rights restrictions of DFARS 252.227-7015(b)(2), as applicable.

7. WARRANTY DISCLAIMER. THE IMPLAN materials are PROVIDED “AS IS” AND IMPLAN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE in connection therewith. IMPLAN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IMPLAN MAKES NO WARRANTY OF ANY KIND THAT THE IMPLAN materials, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET Client’s OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. INDEMNIFICATION.

9.1 IMPLAN shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) (“Losses”) incurred by Client resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the IMPLAN Software or any use of the IMPLAN Software in accordance with this Agreement, infringes or misappropriates such third party’s United States patents, copyrights, or trade secrets; provided that Client promptly notifies IMPLAN in writing of the Third-Party Claim, cooperates with IMPLAN, and allows IMPLAN sole authority to control the defense and settlement of such Third-Party Claim. If such a claim is made or appears possible, Client agrees to permit IMPLAN, at IMPLAN’s sole discretion, to (A) modify or replace the IMPLAN Software, or component or part

thereof, to make it non-infringing, or (B) obtain the right for Client to continue to use the IMPLAN Software. If IMPLAN determines that neither alternative is reasonably available, IMPLAN may, subject to Section 13.2, terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. This Section 9.1 will not apply to the extent that the alleged infringement arises from any allegation of or relating to any: (A) use of the IMPLAN Software in combination with data, software, hardware, equipment, or technology not provided by IMPLAN or authorized by IMPLAN in writing; (B) modifications to the IMPLAN Software not made by IMPLAN; or (C) Losses for which Client is obligated to indemnify IMPLAN pursuant to Section 9.2. This Section sets forth Client's sole remedies and IMPLAN's sole liability and obligation for any actual, threatened or alleged claims that this Agreement or any subject matter hereof infringes, misappropriates or otherwise violates any intellectual property rights of any third party.

9.2 Client agrees to be responsible, to the extent permitted by law, for any liabilities, damages, losses, fines, costs and expenses incurred by IMPLAN or its officers, managers, employees, agents or representatives, to the extent arising out of any breach of this Agreement by the Client or the Client's officers, directors, managers, employees, agents or representatives.

10. SUSPENSION. Notwithstanding anything to the contrary in this Agreement, IMPLAN may suspend Client's access to any portion or all of the IMPLAN System if: (i) IMPLAN reasonably determines that (A) there is a threat or attack on any of the IMPLAN IP; (B) Client's use of the IMPLAN System disrupts or poses a security risk to the IMPLAN IP or to any other customer or vendor of IMPLAN; (C) Client is using the IMPLAN IP for fraudulent or illegal activities; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) IMPLAN's provision of the IMPLAN System to Client is prohibited by applicable law; or (ii) any vendor of IMPLAN has suspended or terminated IMPLAN's access to or use of any third-party services or products required to enable Client to access the IMPLAN System (any such suspension described in subclause (i) or (ii), a "Service Suspension"). IMPLAN shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the IMPLAN System, as applicable, following any Service Suspension. IMPLAN shall use commercially reasonable efforts to resume providing access to the IMPLAN System, as applicable, as soon as reasonably possible after the event giving rise to the Service Suspension is cured. IMPLAN shall have no liability for any damage or losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

11. CONFIDENTIAL INFORMATION. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). For avoidance of doubt, Client acknowledges that IMPLAN's Confidential Information includes the source code for the IMPLAN Software and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by

IMPLAN in developing, producing, marketing and/or licensing the IMPLAN Materials. Confidential Information does not include information that, at or prior to the time of disclosure, is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date such Confidential Information is first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

12. SERVICE LEVELS. IMPLAN shall use commercially reasonable efforts to make the IMPLAN System available 24 hours a day, seven days a week, with 99.5% availability (calculated on a minutes-per-month basis) (the "Uptime Target"), excluding unavailability as a result of any of the Exceptions described below. For purposes of calculating the Uptime Target, the following are "Exceptions" to the Uptime Target, and the IMPLAN System shall not be considered unavailable to the extent any failure to meet the Uptime Target is caused by: (i) access to or use of the IMPLAN System by Client in a manner that does not comply with this Agreement; (ii) Client's internet connectivity; (iii) any Force Majeure Event; (iv) any failure, interruption, outage or other problem with any software, hardware, system, network, or other technology infrastructure that is not part of IMPLAN's systems, including, without limitation, hosting provider outages; or (v) scheduled downtime for routine maintenance of the IMPLAN System that occurs during off peak hours or on weekends. If IMPLAN fails to meet the Uptime Target in any calendar month, then Client must provide written notice to IMPLAN within 15 days of the last day of the applicable calendar month specifying that Client is claiming a service credit for such calendar month (a "Service Credit"). IMPLAN shall investigate such claim and shall respond within 30 days of the date of the applicable notice indicating whether its investigation indicates that Client is entitled to a Service Credit. The findings of IMPLAN's investigation into each Service Credit claim by Client shall be final and binding on the parties. If IMPLAN's investigation results in a finding that Client is entitled to a Service Credit, then the Subscription end date will be extended by the number of days that actual uptime does not meet the Uptime Target, rounded down to the nearest full day for any period of less than 24 hours. Service Credits are Client's sole and exclusive remedy for any claim that IMPLAN failed to meet the Uptime Target.

13. TERM AND TERMINATION.

13.1 This Agreement is effective as of the date that Client signs Client's Order (the "Effective Date") and shall continue for the Subscription term set forth in Client's Order (the "Term"), unless otherwise terminated in accordance with the terms hereof. The expiration or termination of this Agreement shall not affect any rights or obligations that, by their nature, should survive the expiration or termination of this Agreement, including, without limitation, the limitations set forth in Section 8 and parties' respective indemnification obligations under Section 9. For the avoidance of doubt, (i) Client's right to generate Publications pursuant to Section 2 and (ii) Client's license to use the IMPLAN System, including, without limitation, IMPLAN Data, or subsets thereof, each terminates as of the expiration or termination of this Agreement.

13.2 IMPLAN may terminate this Agreement at any time, with or without cause. In the event that IMPLAN terminates this Agreement without cause before the expiration of the Term, Client will be refunded a pro rata amount of prepaid Fees (as defined below) reflecting the unused portion of the Term.

13.3 Either party may provide notice of intent to terminate this Agreement if the other party materially breaches this Agreement. Termination shall become effective if such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

13.4 Client's IMPLAN Models will be housed and saved on IMPLAN servers with access granted solely during the Term. At the expiration of the Term or, if earlier, the date this Agreement is terminated, Client's access to the IMPLAN System (including any Client-generated IMPLAN Models or other materials) shall automatically terminate, and IMPLAN shall have no obligation to retain or grant Client access to such materials thereafter.

13.5 Notwithstanding anything set forth in this Agreement to the contrary, following the expiration or termination of this Agreement IMPLAN may permit (in its sole discretion) Client to continue to access certain IMPLAN data or other information through the IMPLAN System. In such case, Client shall have no rights or licenses with respect to such data or information or the IMPLAN System except as explicitly granted by IMPLAN in writing, and Sections 3, 10 and 11 of this Agreement shall continue to apply to Client's access and use of the IMPLAN System (and any data accessed via the IMPLAN System) for so long as IMPLAN permits such access and use.

14. FEES AND PAYMENT. As consideration for the rights granted hereunder, Client shall pay to IMPLAN, in accordance with the payment terms set forth in Client's Order, the fees and charges set forth in Client's Order and any other fees or charges mutually agreed by the parties (collectively, the "Fees"). Except as otherwise set forth herein, all payment obligations under this Agreement are non-cancelable and all Fees once paid are non-refundable. Subscription fees shall increase by seven percent per year after the initial and each subsequent Term unless otherwise set forth in the Client's Order.

15. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the applicable party at the following address (or to such

other address as designated by such party from time to time in accordance with this Section 15): (i) if to IMPLAN, then to IMPLAN Group LLC, 16905 Northcross Drive, Suite 120, Huntersville, NC 28078; and (ii) if to Client, then to the e-mail address provided by Client in connection with Client's Subscription purchase. All Notices delivered to IMPLAN must be delivered by nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage pre-paid), and all Notices delivered to Client will be delivered by electronic mail. Each Notice is effective as of the date of confirmation of delivery to the receiving party.

16. EQUITABLE RELIEF. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 11 or, in the case of Client, Section 3, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17. SEVERABILITY. If any of the terms and conditions of this Agreement conflict with any applicable law, rule or regulation, the affected terms and conditions will be deemed inoperative, but the remaining portions will remain in full force and effect.

18. WAIVER. No failure by either party to take any action or assert any right under this Agreement will be deemed to be a waiver of that right in the event of the continuation or repetition of the circumstances giving rise to that right.

19. CHANGES TO THE TERMS. Changes to these Terms and Conditions shall only be made by mutual written consent of IMPLAN and Client.

20. EXPORT REGULATION. The IMPLAN Materials utilize software and technology that may be subject to US export control laws, including the U.S. Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the IMPLAN Materials or the underlying software or technology to, or make the IMPLAN Materials or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the IMPLAN Materials or the underlying software or technology available outside the U.S.

21. FORCE MAJEURE. Neither party shall be liable for any delays or non-performance of its obligations (excluding the obligation to pay Fees due hereunder) arising out of causes not within such party's reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, other natural disasters, war, terrorism, acts of God, or fire (each, a "Force Majeure Event").

22. ASSIGNMENT. Client may not assign or otherwise transfer Client's rights and obligations under this Agreement except with the prior written consent of IMPLAN. Any prohibited assignment will be null and void. IMPLAN may assign this Agreement without notice and without restriction in connection with any merger, consolidation or reorganization involving IMPLAN (regardless of whether IMPLAN is the surviving or disappearing entity) or a sale of all or substantially all of IMPLAN's business or assets relating to this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Signature Certificate

Reference number: XQE76-TVZY4-WTFTQ-ACMXY

Signer

Timestamp

Signature

Melissa Yeldell

Email: melissa.yeldell@tfs.tamu.edu

Shared via link

Sent:

15 Aug 2023 18:36:17 UTC

Viewed:

15 Aug 2023 18:37:24 UTC

Signed:

17 Aug 2023 13:32:35 UTC

Robby DeWitt

IP address: 128.194.233.55

Location: College Station, United States

Daniel Cain

Email: dan.cain@implan.com

Sent:

15 Aug 2023 18:36:17 UTC

Viewed:

15 Aug 2023 18:36:28 UTC

Signed:

17 Aug 2023 13:43:55 UTC

Daniel W. Cain

IP address: 107.15.226.169

Location: Durham, United States

Document completed by all parties on:

17 Aug 2023 13:43:55 UTC

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VENDOR CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the IMPLAN System Terms & Conditions of Use ("Agreement") between Texas A&M Forest Service, a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas ("MEMBER"), and IMPLAN Group LLC, a limited liability company ("PROVIDER"). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER and PROVIDER may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. MEMBER's payment shall be made 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.

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.

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.

Loss of Funding. Performance by MEMBER 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, MEMBER will issue written notice to PROVIDER and MEMBER may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Public Information. PROVIDER acknowledges that MEMBER is 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 MEMBER's written request, and at no cost to MEMBER, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER 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.

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 MEMBER 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 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 MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Electronic and Information Resources. PROVIDER represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to MEMBER under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, PROVIDER shall, at no cost to MEMBER, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR 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.

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamusc.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of MEMBER's data. PROVIDER shall periodically provide MEMBER with evidence of its compliance with the Security Controls within thirty (30) days of MEMBER's request and solely at MEMBER's expense. PROVIDER's current policies, processes and controls are documented at <https://implan.com/security>.

Cloud Computing Services. As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide MEMBER with evidence of its TX-RAMP compliance and certification within thirty (30) days of MEMBER request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

Data Privacy. PROVIDER shall hold MEMBER's data in confidence. PROVIDER shall only use or disclose MEMBER's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by MEMBER. PROVIDER shall restrict disclosure of the MEMBER's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the MEMBER's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

PROVIDER shall, within two (2) business days of discovery, report to MEMBER any use or disclosure of MEMBER's data not authorized by this Agreement or in writing by MEMBER. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the MEMBER 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 MEMBER.

PROVIDER must promptly notify MEMBER of any legal request for MEMBER's data from a third party and take (and assist MEMBER in taking) appropriate steps not to disclose such MEMBER data.

Upon MEMBER request, and within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return all MEMBER data to MEMBER in its possession (or in the possession of any of its subcontractors or agents) or delete all such MEMBER data if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days' written notice of PROVIDER's intent to delete such MEMBER data, and shall confirm such deletion in writing.

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

Export Controls.

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.

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.

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.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER 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 MEMBER 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 MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of MEMBER or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event MEMBER becomes aware that

PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, 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 MEMBER.

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.

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 MEMBER. 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. 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 MEMBER or the A&M System.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER, which shall not be unreasonably withheld.

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.

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).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. MEMBER 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:

MEMBER: **Texas A&M Forest Service**
200 Technology Way, College Station, TX 77845
Attention: Xufang Zhang
Phone: (832) 930-8637
Email: Xufang.Zhang@tfs.tamu.edu

PROVIDER: **IMPLAN Group LLC**
16905 Northcross Drive, Suite 120, Huntersville, NC 28078
Attention: Bjorn Markeson
Phone: (704) 464-3835
Email: bjorn.markeson@implan.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, 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. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

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.

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.

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.

Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not boycott energy companies, and (b) 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.

ACCEPTED & AGREED:

Texas A&M Forest Service

By: *Robby DeWitt*
Name: Robby DeWitt
Title: Associate Director for Finance &
Administration
Date: 08/16/23

IMPLAN Group LLC

By: *Daniel W. Cain*
Name: Dan Cain
Title: VP of Sales
Date: 08/21/2023