

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

VENDOR

Order Date
10/17/2025

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

Page 01

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

P600138

VENDOR GUARANTEES
MERCANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

VENDOR

13641800731
BURWOOD GROUP INC
8582 SOLUTIONS CENTER
CHICAGO, IL 60677-8005

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

INVOICE TO:

TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
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	<p>USER REF: 000000-TM</p> <p>G-POINTS-MON: GCP Points-Access to all GCP Solutions - 1 yr. Subscription</p> <p>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".</p> <p>EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES).</p> <p>GROUP PURCHASE - AS PER TAMUS REGULATION 25.99.02 SECTION 3 AND TAMUS PROCUREMENT CODE SECTION 15.</p> <p>PURCHASE PER TERMS, CONDITIONS, AND PRICING ON DIR CONTRACT DIR-CPO-5437. AGENCY TERMS AND CONDITIONS SHALL APPLY WHEN NOT IN CONFLICT.</p> <p>VENDOR QUOTE: CHIQ71041 VENDOR REF: MARK HEIL 309-834-3120</p>	1	YR	40,000.000	40,000.00
				TOTAL	40,000.00

RTL

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

FOB: NOT SPECIFIED

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

Attachment A
Texas A&M Forest Service
Terms and Conditions

1. BID REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidders must bid the price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.4 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.5 Bid prices are requested to be firm for TFS acceptance for 90 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.6 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by Bidder or his authorized agent. No Bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.7 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.8 TFS reserves the right to accept or reject all or any part of any Bid, waive minor technicalities and award the Bid to best serve the interests of the TFS.

2. SPECIFICATIONS

- 2.1 Unless otherwise specified, items shall be new and unused and of current production.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Request for Bid (RFP).
- 2.4 Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3. TIE BIDS

Attachment A
Texas A&M Forest Service
Terms and Conditions

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

4. DELIVERY

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause Bid to be disregarded.
- 4.2 If delay is foreseen, contractor shall give written notice to TFS. Contractor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the Bid or on samples taken from regular shipment. All costs shall be borne by the contractor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the contractor or held for disposition at contractor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal action must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the contractor is prevented from compliance

Attachment A
Texas A&M Forest Service
Terms and Conditions

and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the contractor must file a written request to the TFS.

7. PAYMENT

TFS'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.

8. PATENTS OR COPYRIGHTS

Contractor agrees to protect the TFS from claims involving infringement of patents or copyrights.

9. CONTRACTOR ASSIGNMENTS

Contractor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

10. BIDDER AFFIRMATION

Signing this Bid with a false statement is a material breach of contract and shall void the submitted Bid or any resulting contracts, and the Bidder shall be removed from all Bid lists. By signature hereon affixed, the Bidder hereby certifies that:

10.1 The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.

10.2 Neither the Bidder nor the firm, corporation, partnership or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, nor communicated directly or indirectly the Bid made to any competitor or any other person engaged in such line of business.

10.3 Pursuant to Section 2155.004(a) Government Code the Bidder has not received compensation for participation in the preparation of the specification for this RFP.

10.4 Pursuant to Section 231.006 (d), Family Code, re: child support, the Bidder certifies that the individual or business entity named in this Bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Attachment A
Texas A&M Forest Service
Terms and Conditions

- 10.5 Pursuant to Section 2155.004(b) Government Code the Bidder certifies that the individual or business entity name in this Bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.6 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.7 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.8 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

11. NOTE TO BIDDER

Any terms and conditions attached to a Bid will not be considered. Such terms and conditions may result in disqualification of the Bid.

12. 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 TFS and CONTRACTOR to attempt to resolve any claim for breach of contract made by CONTRACTOR that cannot be resolved in the ordinary course of business. CONTRACTOR shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of TFS, who shall examine CONTRACTOR's claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve the claim. This provision and nothing in this Agreement waives TFS's sovereign immunity to suit or liability, and TFS has not waived its right to seek redress in the courts.

13. PUBLIC DISCLOSURE

CONTRACTOR acknowledges that TFS 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 TFS's written request, and at no cost to TFS, CONTRACTOR will promptly provide specified contracting information exchanged or created under this Agreement for or on

Attachment A
Texas A&M Forest Service
Terms and Conditions

behalf of TFS to TFS in a non-proprietary format acceptable to TFS that is accessible by the public. CONTRACTOR acknowledges that TFS 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 CONTRACTOR agrees that this Agreement can be terminated if CONTRACTOR knowingly or intentionally fails to comply with the requirements of that subchapter.

14. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibits discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

15. CONFLICT OF INTEREST

By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no TFS of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

16. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, CONTRACTOR certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. CONTRACTOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

17. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.

Attachment A
Texas A&M Forest Service
Terms and Conditions

18. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING

Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

19. Respondent certifies that pursuant to Executive Order GA-48, Hardening of State Government, Respondent 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. Respondent acknowledges that a false certification is grounds for immediate termination of any resulting contract or purchase order with no further obligation on the part of A&M System.”

20. ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor 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”). Contractor shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Contractor fails or is unable to do so, Texas A&M Forest Service may immediately terminate this Agreement, and Contractor will refund to Texas A&M Forest Service all amounts paid by Texas A&M Forest Service under this Agreement within thirty (30) days following the effective date of termination.

21. STATE AUDITOR’S OFFICE

CONTRACTOR 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. CONTRACTOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CONTRACTOR will include this provision in all contracts with permitted subcontractors.

Attachment A
Texas A&M Forest Service
Terms and Conditions

22. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CONTRACTOR agrees that any payments owing to CONTRACTOR under this Agreement may be applied directly toward certain debts or delinquencies that CONTRACTOR 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.

23. LOSS OF FUNDING

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

24. EXPORT CONTROLS

The following provision applies if contractor is a U.S. entity. 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. CONTRACTOR 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.

The following provision applies if contractor is not a U.S. entity. TFS is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by CONTRACTOR that CONTRACTOR will not export data or commodities to certain countries without advance approval of that agency. TFS neither represents that a license will not be required nor that, if required, it will be issued. CONTRACTOR

Attachment A
Texas A&M Forest Service
Terms and Conditions

shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. CONTRACTOR 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.

25. REFUND OF DEPOSIT/PREPAYMENT

In the event this Agreement is canceled and/or terminated by CONTRACTOR for reason not attributable to TFS or if canceled and/or terminated by TFS for default of performance by CONTRACTOR, then within thirty (30) days after cancellation and/or termination, CONTRACTOR will reimburse TFS for all advance payments paid by TFS to CONTRACTOR that were (a) not earned by CONTRACTOR prior to cancellation and/or termination, or (b) for goods or services that the TFS did not receive from CONTRACTOR prior to cancellation and/or termination.

26. FRANCHISE TAX CERTIFICATION

If CONTRACTOR is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then CONTRACTOR certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that CONTRACTOR is exempt from the payment of franchise (margin) taxes.

27. PRIOR EMPLOYMENT

CONTRACTOR acknowledges that Section 2252.901, Texas Government Code, prohibits TFS 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 TFS during the twelve (12) month period immediately prior to the effective date of the Agreement. If CONTRACTOR is an individual, by signing this Agreement, CONTRACTOR represents and warrants that it is not a former or retired employee of TFS that was employed by TFS during the twelve (12) month period immediately prior to the effective date of the Agreement.

28. CONFLICT OF INTEREST

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

Attachment A
Texas A&M Forest Service
Terms and Conditions

29. NOT ELIGIBLE FOR REHIRE

CONTRACTOR is responsible for ensuring that its employees involved in any work being performed for TFS 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 TFS becomes aware that CONTRACTOR has a NEFR Employee involved in any work being performed under this Agreement, TFS 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 TFS.

30. 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.

31. 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 CONTRACTOR's service to TFS. As an independent contractor, CONTRACTOR 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, CONTRACTOR (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of TFS or the A&M System.

32. NON-ASSIGNMENT

CONTRACTOR shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TFS.

33. REPRESENTATIONS & WARRANTIES

If CONTRACTOR is a business entity, CONTRACTOR 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

Attachment A
Texas A&M Forest Service
Terms and Conditions

deliver this Agreement, and the individual executing this Agreement on behalf of CONTRACTOR has been duly authorized to act for and bind CONTRACTOR.

34. **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).

35. **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 TFS is to be in the county in which the principal office of TFS's governing officer is located (Brazos County, Texas).

36. **LIMITATIONS**

As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of TFS to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TFS'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 TFS except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this

Attachment A
Texas A&M Forest Service
Terms and Conditions

Agreement by TFS nor any other conduct, action, or inaction of any representative of TFS relating to this Agreement constitutes or is intended to constitute a waiver of TFS's or the state's sovereign immunity.

37. 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.

38. 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.

39. 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.

QUOTATION

Burwood Group, Inc.
1515 W. 22nd Street, Suite 200 West
Oak Brook, IL 60523
(312) 327-4600



Quoted to:	Ship to:
Texas A&M Forest Service 200 Technolgy Way Suite 1162 College Station, Texas 77845	Texas A&M Forest Service Curt Stripling 200 Technolgy Way Suite 1281 College Station, Texas 77845 PO#

Texas A&M Forest Service _Google
Enterprise Agreement_08202025

Quote Number:
CHIQ71041

Quote Date:
9/16/2025

Customer ID	Good Through	Payment Terms	Sales Representative
TAMFOR	9/20/2025	Net 30	Mark Heil

DIR Contract No. DIR-CPO-5437
SUBACCOUNT ID: 01C3E1-35EA72-911145

All shipments should be inspected at time of delivery for completeness and possible damage. Signing for a delivery indicates there are no discrepancies or visible damage. If a discrepancy or damage is found, it should be documented with the carrier on the BOL/POD at the time of delivery. Follow up by reporting the issue to Burwood within 1 day: including pictures of damaged packaging and the BOL/POD.

Line #	Qty	Item	Type	Description	Unit Price	Ext. Price
--------	-----	------	------	-------------	------------	------------

Texas A&M Forest Service - Google Enterprise Agreement (Domain: tfs.tamu.edu)

DIR Contract No. DIR-CPO-5437

3	40,000	G-POINTS-MON	Cloud	GCP Points-Access to all GCP Solutions- Compute, Storage & Databases, Networking, Big Data Data Transfer, Machine Learning, APIs, IoT, Management, Developer and Security Tools: - Payment-Monthly based Usage - 12 month Enterprise Agreement - Type: Existing - Product: GCP - Customer Domain Name: tfs.tamu.edu	\$1.00	\$40,000.00
---	--------	--------------	-------	--	--------	-------------

This quote is based on agreement to terms and conditions of the Google Cloud Platform Customer Business Agreement and Order Form 2025

SubTotal	\$40,000.00
Sales Tax	\$0.00
Est. Shipping	\$0.00
Total	\$40,000.00

Google Cloud Platform Customer Business Agreement and Order Form

This Agreement is made between Burwood Group Inc.(Burwood), with offices 1515 W. 22nd St, Suite 200 W, Oak Brook, IL 60523 and Texas A&M University Forestry with offices at 400 Bizzell St. College Station, TX 77843. Under this Agreement, which is incorporated by the Burwood Group Google Cloud Platform Agreement, under which Google has authorized Burwood as a reseller and/or supplier of Products under the Program (the "Agreement"), and will be effective from the date countersigned by the last party ("Addendum Effective Date"). The discounts under this Addendum are being provided pursuant to Google's discounting policies and criteria. Capitalized terms used but not defined in this Addendum will have the meaning given to them under the Agreement.

1. License Terms: Google Cloud Platform usage is governed by the Google Cloud Master Agreement and applicable Services Schedule found at: https://static.carahsoft.com/concrete/files/8116/6981/5470/US_Public_Sector_CMA_flowdowns_10.17.22 - GCP.pdf

2. Definitions.

A. "Commitment Period" means a designated period of time defined in this Agreement during which Relevant Customer agrees to a minimum commitment, subject to the terms of this Agreement.

B. "Google Cloud Marketplace Services" means the third-party services and software made available to Relevant Customer for purchase from Google and Burwood at: <https://console.cloud.google.com/marketplace/>.

C. "Implementation Date" means the later of (i) August 22, 2025 and (ii) a Google-selected date that is no later than 5 business days after the Agreement Effective Date.

D. "Minimum Commitment" means a minimum amount, net of (i.e., calculated after applying) any credits, discounts, and Taxes, that Relevant Customer will pay to Burwood for fees incurred under the Subaccount(s) during a corresponding Commitment Period for: (i) Google Cloud Platform Services (specified in the Google Cloud Platform Services Summary) that are available for resale, and (ii) TSS (GCP Technical Support Services).

E. "Other Eligible Services" means services (i) listed at <https://cloud.google.com/skus/other> as of the Agreement Effective Date or added to that website during the Commitment Period(s) (for new orders after a corresponding new service is added) that are available to be sold by Burwood for use by Relevant Customer.

F. "Primary Subaccount" means one of the Subaccount(s) under this Agreement that the Relevant Customer uses as the primary subaccount

G. "Relevant Customer" means Texas A&M University Forestry, whose Service usage is linked to the Subaccount(s) as of the Implementation Date.

H. "SKU Group List" means the SKUs available at <https://cloud.google.com/skus/sku-groups>.

I. "Subaccount(s)" has the meaning given in the "Subaccount(s)" section of this Agreement

3. Commitment(s).

Commitment Period 1: The period starting on the Implementation Date and continuing for 12 months.

Minimum Commitment: USD 40,000.00

A. All paid and payable amounts referenced in this Agreement are net of Taxes. Each Minimum Commitment obligation will survive if the Agreement terminates for any reason other than Google's uncured material breach.

B. Google Cloud Marketplace Services. Relevant Customer's access to and use of Google Cloud Marketplace Services is subject to the applicable terms of

service. Google Cloud Marketplace
Services purchases under the Subaccount(s) will count towards Relevant Customer's Minimum Commitment obligation in accordance with the policy at:
<https://cloud.google.com/terms/marketplace/commit-policy>.

C. Other Eligible Services. The amounts Relevant Customer pays Burwood for Other Eligible Services during the applicable Commitment Period will count toward Relevant Customer's

Minimum Commitment obligation to the extent the Other Eligible Services are available for resale by Burwood. Relevant Customer's use of any Other Eligible Services purchased via Burwood is subject to (1) the applicable terms between Relevant Customer and Burwood for those Other Eligible Services and (2) the applicable terms as may be required by Google (or Google Affiliate) between Google (or Google Affiliate) and Relevant Customer for those Other Eligible Services purchased via Burwood.

4. Subaccount(s). The terms of this Agreement will apply to the following subaccount(s) (the "Subaccount(s)":

SUBACCOUNT: 01C3E1-35EA72-911145

5. Additional Agreement Terms

A. Relevant Customer will not allow any other customer other than the Relevant Customer to benefit directly or indirectly from any discounts, credits or funds provided under this Addendum.

B. Relevant Customer will not transfer, assign, or re-allocate the Subaccount(s) from the Relevant Customer to any other Customer.

C. Additional Discount Terms. Unless explicitly stated otherwise, (i) if more than one discount applies to the same SKU, only the discount providing the lowest price will apply, (ii) for discounts in this Agreement with fixed prices, Relevant R will pay the applicable fixed discounted price or, if lower, the then-current list price for SKUs other than spend based committed use discounts, subscription fees, or monthly fees, and (iii) percentage discounts are in addition to any applicable sustained use discounts described at:

<https://cloud.google.com/compute/docs/sustained-use-discounts> and applicable Committed Use Discounts. Unless explicitly stated otherwise for an individual SKU or targeted product SKU group, discounts do not apply to items listed at: <https://cloud.google.com/skus/exclusions> ("Exclusions List") as of the Implementation Date and anything added to the Exclusions List that is not already discounted for Relevant Customer under the subaccount(s) when added.

Discounts for resource-based Compute Engine Committed Use Discounts only apply to newly created commitments (prices for any existing commitments remain unchanged). Google and Burwood may apply the discounts in this Agreement to new Services and SKUs provided by Google under the subaccount(s) that correspond to the same SKU Group, in which case the corresponding discount will be reflected in the Admin Console and apply for the remainder of the Discount Period. The discount will not apply to fees arising from any third-party services or software.

6. Minimum Commitment True Up Payment. Subject to the "Pro-rata Minimum Commitment" Section of this Agreement, at the end of any Commitment Period (or on the effective date of an earlier termination of this Agreement for any reason other than Google's uncured material breach), if Relevant Customer has failed to meet its Minimum Commitment for that Commitment Period then, in accordance with the payment terms specified in the Agreement, Relevant Customer will pay an amount (the "True Up Amount") equal to the difference between (i) the Minimum Commitment for that Commitment Period and (ii) the total amount of Fees incurred by Relevant Customer under the Subaccount(s) for applicable Google Cloud Platform Services listed at:

<https://cloud.google.com/skus> that are available for resale and TSS during that during that Commitment Period and any fees incurred under the Subaccount(s) by Relevant Customer of Google Cloud Marketplace Services (subject to the limitations in the Section titled Google Cloud Marketplace Services above) and Other Eligible Services to Relevant Customer during that Commitment Period. Burwood will bill Relevant Customer for the True Up Amount in accordance with the payment terms specified in the Agreement. Upon earlier termination for any reason other than Google's uncured material breach, Burwood will also bill Relevant Customer for any other unsatisfied Minimum Commitment amounts applicable to any remaining future Commitment Period(s).

7. Pro-rata Minimum Commitment. If Relevant Customer terminates the Agreement for Google's uncured material breach, the Minimum Commitment will be pro-rated on a daily basis to the termination date and Relevant Customer will not be liable for the remaining Minimum Commitment applicable to the period

following termination.

8. Post Commitment Period. If Relevant Customer continues to use the Services after the Commitment Period, Relevant Customer will automatically move to then-current list prices and will be responsible for any fees accrued. Burwood will invoice Relevant Customer, and Relevant Customer will pay, for any fees accrued post Commitment Period.

9. Invoicing and Payment Terms:

A. Usage and Invoicing: Relevant Customer will pay for all Fees based on: (a) Relevant Customer's use of the Services; b) any Committed Purchases selected; and/or (c) any Package Purchases selected. Burwood will invoice Relevant Customer monthly for those Fees accrued at the end of each month. Burwood's measurement of services is based upon Google's measurement of Relevant Customer's use of the Services, this measurement is final.

B. Invoicing and Payment. All Fees are due 30 days from the invoice date. Relevant Customer's obligation to pay all Fees is non-cancellable. Invoices will be sent via email to the billing address provided on this agreement. If changes are necessary, an email notification must be sent to ar@burwood.com

C. Credit/Debit Card(s). Relevant Customer authorizes any automatic charges and/or debits by Burwood for credit or debit card purchases. Credit card or Debit card payments will incur a 3% service charge.

D. Payment and Delinquent Payments. Relevant Customer agrees to make payment in full to Burwood for all amounts due according to Burwood invoice(s). Relevant Customer also agrees to pay an interest, an amount equal to 1% per month or the maximum permitted by law, for invoice amounts which are past due. Should Relevant Customer default in any such payment(s), Burwood shall have the right, without notice, to declare all invoice amounts immediately due and payable. Burwood may require Relevant Customer to use an instrument of assignment for contracts that the Relevant Customer fulfills.

10. Miscellaneous.

A. The "Definitions," "Commitment(s)," "Minimum Commitment True Up Payment," "Pro-rata Minimum Commitment," "Subaccount(s)," and "Miscellaneous" Sections will survive any termination of this Agreement.

B. The parties may execute this Addendum in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

To accept this quotation, please email your signed quote and purchase order to orders@burwood.com for processing. All invoice related questions should be directed to ar@burwood.com.

Approved by: _____ SEE PO _____ Date: _____ Purchase Order Number: _____

Google Cloud Platform Customer Business Agreement and Order Form 2025

This Agreement is made between Burwood Group Inc. (Burwood), with offices 1515 W. 22nd St, Suite 200 W, Oak Brook, IL 60523 and Texas A&M University Forestry with offices at 400 Bizzell St. College Station, TX 77843. Under this Agreement, which is incorporated by the Burwood Group Google Cloud Platform Agreement, under which Google has authorized Burwood as a reseller and/or supplier of Products under the Program (the "Agreement"), and will be effective from the date countersigned by the last party ("Agreement Effective Date"). The discounts under this Addendum are being provided pursuant to Google's discounting policies and criteria. Capitalized terms used but not defined in this Addendum will have the meaning given to them under the Agreement.

1. License Terms: Google Cloud Platform usage is governed by the Google Cloud Master Agreement and applicable Services Schedule found at https://static.carahsoft.com/concrete/files/8116/6981/5470/US_Public_Sector_CMA_flowdowns_10.17.22_-_GCP.pdf
2. Definitions.
 - A. "Commitment Period" means a designated period of time defined in this Agreement during which Relevant Customer agrees to a minimum commitment, subject to the terms of this Agreement.
 - B. "Google Cloud Marketplace Services" means the third-party services and software made available to Relevant Customer for purchase from Google and Burwood at <https://console.cloud.google.com/marketplace/>.
 - C. "Implementation Date" means the later of (i) September 16, 2025 and (ii) a Google-selected date that is no later than 5 business days after the Agreement Effective Date.
 - D. "Minimum Commitment" means a minimum amount, net of (i.e., calculated after applying) any credits, discounts, and Taxes, that Relevant Customer will pay to Burwood for fees incurred under the Subaccount(s) during a corresponding Commitment Period for: (i) Google Cloud Platform Services (specified in the Google Cloud Platform Services Summary) that are available for resale, and (ii) TSS (GCP Technical Support Services).
 - E. "Other Eligible Services" means services (i) listed at <https://cloud.google.com/skus/other> as of the Agreement Effective Date or added to that website during the Commitment Period(s) (for new orders after a corresponding new service is added) that are available to be sold by Burwood for use by Relevant Customer.
 - F. "Primary Subaccount" means one of the Subaccount(s) under this Agreement that the Relevant Customer uses as the primary subaccount
 - G. "Relevant Customer" means Texas A&M University Forestry, whose Service usage is linked to



smarter solutions. **better outcomes.**

the Subaccount(s) as of the Implementation Date.

H. "SKU Group List" means the SKUs available at <https://cloud.google.com/skus/sku-groups>.

I. "Subaccount(s)" has the meaning given in the "Subaccount(s)" section of this Agreement.

3. Commitment(s).

Commitment Period	Commitment Period Duration	Minimum Commitment
Commitment Period 1	The period starting on the Implementation Date and continuing for 12 months.	USD 40,000

A. All paid and payable amounts referenced in this Agreement are net of Taxes. Each Minimum Commitment obligation will survive if the Agreement terminates for any reason other than Google's uncured material breach.

B. Google Cloud Marketplace Services. Relevant Customer's access to and use of Google Cloud Marketplace Services is subject to the applicable terms of service. Google Cloud Marketplace Services purchases under the Subaccount(s) will count towards Relevant Customer's Minimum Commitment obligation in accordance with the policy at <https://cloud.google.com/terms/marketplace/commit-policy>.

C. Other Eligible Services. The amounts Relevant Customer pays Burwood for Other Eligible Services during the applicable Commitment Period will count toward Relevant Customer's Minimum Commitment obligation to the extent the Other Eligible Services are available for resale by Burwood. Relevant Customer's use of any Other Eligible Services purchased via Burwood is subject to (1) the applicable terms between Relevant Customer and Burwood for those Other Eligible Services and (2) the applicable terms as may be required by Google (or Google Affiliate) between Google (or Google Affiliate) and Relevant Customer for those Other Eligible Services purchased via Burwood.

4. Subaccount(s). The terms of this Agreement will apply to the following subaccount(s) (the "Subaccount(s)":

SUBACCOUNT	01AC2A-D2D455-F43C05
------------	----------------------

5. Additional Agreement Terms.

- A. Relevant Customer will not allow any other customer other than the Relevant Customer to benefit directly or indirectly from any discounts, credits or funds provided under this Addendum.
- B. Relevant Customer will not transfer, assign, or re-allocate the Subaccount(s) from the Relevant Customer to any other Customer.
- C. Additional Discount Terms. Unless explicitly stated otherwise, (i) if more than one discount applies to the same SKU, only the discount providing the lowest price will apply, (ii) for discounts in this Agreement with fixed prices, Relevant Customer will pay the applicable fixed discounted price or, if lower, the then-current list price for SKUs other than spend based committed use discounts, subscription fees, or monthly fees, and (iii) percentage discounts are in addition to any applicable sustained use discounts described at <https://cloud.google.com/compute/docs/sustained-use-discounts> and applicable Committed Use Discounts. Unless explicitly stated otherwise for an individual SKU or targeted product SKU group, discounts do not apply to items listed at <https://cloud.google.com/skus/exclusions> ("Exclusions List") as of the Implementation Date and anything added to the Exclusions List that is not already discounted for Relevant Customer under the subaccount(s) when added. Discounts for resource-based Compute Engine Committed Use Discounts only apply to newly created commitments (prices for any existing commitments remain unchanged). Google and Burwood may apply the discounts in this Agreement to new Services and SKUs provided by Google under the subaccount(s) that correspond to the same SKU Group, in which case the corresponding discount will be reflected in the Admin Console and apply for the remainder of the Discount Period. The discount will not apply to fees arising from any third-party services or software.

6. Minimum Commitment True Up Payment. Subject to the "Pro-rata Minimum Commitment" Section of this Agreement, at the end of any Commitment Period (or on the effective date of an earlier termination of this Agreement for any reason other than Google's uncured material breach), if Relevant Customer has failed to meet its Minimum Commitment for that Commitment Period then, in accordance with the payment terms specified in the Agreement, Relevant Customer will pay an amount (the "True Up Amount") equal to the difference between (i) the Minimum Commitment for that Commitment Period and (ii) the total amount of Fees incurred by Relevant Customer under the Subaccount(s) for applicable Google Cloud Platform Services listed at <https://cloud.google.com/skus> that are available for resale and TSS during that during that Commitment Period and any fees incurred under the Subaccount(s) by Relevant Customer of Google Cloud Marketplace Services (subject to the limitations in the Section titled Google Cloud Marketplace Services above) and Other Eligible Services to Relevant Customer during that Commitment Period. Burwood will bill Relevant Customer for the True Up Amount in accordance with the payment terms specified in the Agreement. Upon earlier termination for any reason other than Google's uncured material breach, Burwood will also bill Relevant Customer for any other unsatisfied Minimum Commitment amounts applicable to any remaining future Commitment



smarter solutions. **better outcomes.**

Period(s).

7. **Pro-rata Minimum Commitment.** If Relevant Customer terminates the Agreement for Google's uncured material breach, the Minimum Commitment will be pro-rated on a daily basis to the termination date and Relevant Customer will not be liable for the remaining Minimum Commitment applicable to the period following termination.
8. **Post Commitment Period.** If Relevant Customer continues to use the Services after the Commitment Period, Relevant Customer will automatically move to then-current list prices and will be responsible for any fees accrued. Burwood will invoice Relevant Customer, and Relevant Customer will pay, for any fees accrued post Commitment Period.
9. **Invoicing and Payment Terms:**

- A. **Usage and Invoicing:** Relevant Customer will pay for all Fees based on: (a) Relevant Customer's use of the Services; b) any Committed Purchases selected; and/or (c) any Package Purchases selected. Burwood will invoice Relevant Customer monthly for those Fees accrued at the end of each month. Burwood's measurement of services is based upon Google's measurement of Relevant Customer's use of the Services, this measurement is final.
- B. **Invoicing and Payment.** All Fees are due 30 days from the invoice date. Relevant Customer's obligation to pay all Fees is non-cancellable. Invoices will be sent via email to the billing address provided on this agreement. If changes are necessary, an email notification must be sent to ar@burwood.com
- C. **Credit/Debit Card(s).** Relevant Customer authorizes any automatic charges and/or debits by Burwood for credit or debit card purchases. Credit card or Debit card payments will incur a 3% service charge.
- D. **Payment and Delinquent Payments.** Relevant Customer agrees to make payment in full to Burwood for all amounts due according to Burwood invoice(s). Relevant Customer also agrees to pay an interest, an amount equal to 1% per month or the maximum permitted by law, for invoice amounts which are past due. Should Relevant Customer default in any such payment(s), Burwood shall have the right, without notice, to declare all invoice amounts immediately due and payable. Burwood may require Relevant Customer to use an instrument of assignment for contracts that the Relevant Customer fulfills.

10. **Miscellaneous.**

- A. The "Definitions," "Commitment(s)," "Minimum Commitment True Up Payment," "Pro-rata Minimum Commitment," "Subaccount(s)," and "Miscellaneous" Sections will survive any termination of this Agreement.
- B. The parties may execute this Addendum in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.



smarter solutions. **better outcomes.**

Signed by the parties' authorized representatives.

Texas A&M University Forestry
(“Relevant Customer”)

By: SEE PO

Name:

Title:

Date:

Burwood Group Inc.
(“Burwood”)

By:

Name:

Title:

Date:

burwood.com