

LICENSE AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
AND
OPTOMI PROFESSIONAL SERVICES

WITNESSETH

THAT WHEREAS Stephen F. Austin State University owns certain facilities as described in this Agreement which, from time to time are available for license; and

WHEREAS Optomi Professional Services desires to license those premises for the purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, Stephen F. Austin State University (hereinafter referred to as "University" or "SFA") and Optomi Professional Services (herein referred to as "Licensee" or "OPS") agree as follows.

1 GRANT

The University hereby grants permission to Licensee to access and use Room 410 and Room 411 in the Ed and Gwen Cole STEM Building (the "Licensed Space") for the purpose specified herein. Licensee understands and agrees that the University makes no representations or warranties with regard to the condition of the Licensed Premises, and Licensee agrees to accept the same in "as in" condition. Other locations may be utilized by the Licensee in the performance of this Agreement as mutually agreed upon and approved by the University. During the term of this Agreement, Licensee and its employees and agents shall have access to the common areas of the Ed and Gwen Cole STEM as required to access the Licensed Space.

2 PURPOSE

- 2.1 Licensee shall use the Licensed Space solely in accordance with the Optomi Professional Services: Corporate Partnership Proposal, hereby incorporated in this Agreement as Appendix A.
- 2.2 Licensee and its employees, agents, licensees, invitees and contractors shall comply with and conform to all federal, state and local statutes, laws, ordinances, regulations, rulings and other requirements of any and all federal, state and local governments and constituted boards, agencies, entities and authorities, and of fire underwriters that in any way relate to Licensee's operations or the use or occupancy of the Licensed Space.
- 2.3 Licensee shall comply with all reasonable policies, procedures, rules and regulations of the University relating to the use of the Licensed Space ("Rules and Regulations"). The University has the right to make such Rules and Regulations as in its judgment may be necessary or advisable for the safety, care, cleanliness, condition or other good order of the Licensed Space. All Rules and Regulations when made shall form a part of this Agreement.
- 2.4 Licensee shall use the Licensed Space for the sole purpose described at 2.1 of this Agreement and for no other purpose.

- 2.5 Licensee shall not use the Licensed Space or permit it to be used, in a manner that results in waste or that constitutes a nuisance or for any illegal purpose.

3 TERM

- 3.1 The Effective Date of this Agreement shall be June 1, 2022.
- 3.2 This Agreement shall expire December 31, 2022, unless terminated earlier pursuant to this Agreement.
- 3.3 This Agreement may be renewed for an additional one (1) year period upon mutual agreement and execution of an amendment to this Agreement.

4 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

Stephen F. Austin State University actively promotes a Historically Underutilized Business Program in compliance with the State of Texas. Licensee is encouraged to actively seek to subcontract or partner with Historically Underutilized Businesses in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity. More information about HUBs or the University's HUB program can be found at <http://www.sfasu.edu/purchasing/703.asp>.

5 LICENSEE RESPONSIBILITIES

Notwithstanding any other paragraphs of this Agreement addressing responsibilities of the parties, Licensee agrees to the following rights and responsibilities:

- 5.1 Licensee shall purchase and retain ownership, management and maintenance of all inventory, materials and supplies, at Licensee's own expense, required for the conduct of Licensee's services under this Agreement.
- 5.2 Licensee shall be responsible for all costs that are not the responsibility of the University, but which are necessary for Licensee to fulfill its obligations under this Agreement.
- 5.3 Licensee will accept delivery of all shipments for its operations at its sole risk. Licensee will promptly unload and store all shipments delivered to Licensee on University property. Licensee will not permit deliveries except during normal business hours and to those areas designated by the University. Licensee shall be responsible for any necessary storage. Times of all deliveries may be subject to written approval if any congestion problems arise in the loading dock area.
- 5.4 Licensee shall designate a Representative to act as a liaison and decision-maker in all discussions with the University concerning this Agreement.
- 5.5 Licensee shall maintain good public relations with all persons and organizations using the Licensed Space. All on campus promotions by Licensee that are conducted outside of the Licensed Space and directed to the University community will require written approval from the University.

- 5.6 Licensee shall give consideration to University students when employing staff, in accordance with Appendix A.
- 5.7 Licensee shall be responsible for the acts and omissions of all Licensee's employees and all subcontractors, their agents and employees and all other persons performing any of the work under this Agreement, provided such acts or omissions are within the scope of employment for Licensee's employees, subcontractors, their agents and employees and all other persons performing any of the work under this Agreement.
- 5.8 Licensee shall at all times enforce strict discipline and good order among Licensee's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 5.9 Licensee warrants, represents, covenants, and agrees that all persons and permitted subcontractors connected with Licensee in association with the services provided are duly registered and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- 5.10 Licensee agrees to take all necessary measures to prevent its employees, contractors, agents or invitees causing injury and loss to persons or property located on the University's premises.
- 5.11 Licensee shall be responsible for all damages to persons or property caused by Licensee or any of its agents or employees. Licensee shall *promptly* repair to the specifications of the University any damage to the University's property or equipment caused by its agents or employees; on Licensee's failure to do so within thirty (30) days of receiving written notice from the University of such damage, the University may repair such damage and Licensee shall *promptly* reimburse the University for the cost of the repair.
- 5.12 Licensee agrees that in the event of an accident of any kind at the Licensed Space of which Licensee is aware, Licensee will immediately notify the University's Department of Environmental, Health, Safety and Risk Management and, thereafter, furnish a full written report of the accident.
- 5.13 Licensee must provide University staff reasonable access to the Licensed Space. Except under emergency circumstances, such access shall be limited to normal business hours and when accompanied by an employee of Licensee.
- 5.14 Licensee shall perform in accordance with the terms and conditions of this Agreement and in accordance with the highest industry standards and commercial practices.
- 5.15 Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the university's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct.

As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

6 UNIVERSITY RESPONSIBILITIES

Notwithstanding other paragraphs of this Agreement addressing responsibilities of the parties, the University agrees to the following rights and responsibilities:

- 6.1 The University Representative shall be the Dean of the College of Sciences and Mathematics or his/her designee.
- 6.2 The University shall provide required access to the facility and to those areas necessary for the operations of the Licensed Space, including loading and unloading areas.

7 BUSINESS SERVICES

The University reserves the right to monitor certain aspects of the Licensed Space such as, but not limited to, services, cleanliness and neatness, safety, sanitation and maintenance, each of which shall be conducted by Licensee in a manner satisfactory to the University, provided nothing in this provision shall entitle the University to any trade secrets or proprietary information of Licensee and further provided that such monitoring does not conflict with any federal, state and local statutes, laws, ordinances, regulations, rulings and other requirements of any and all federal, state and local governments and constituted boards, agencies, entities and authorities, and of fire underwriters that in any way relate to Licensee's operations or the use or occupancy of the Licensed Space.

- 7.1 Hours of Operation: Licensee will have access to the Licensed Space as necessary for its operations.
- 7.2 Security of Premises:
 - 7.2.1 The University will provide best efforts to maintain the security of the University premises. Licensee is fully responsible for the security of the Licensed Space, including, but not limited to, alarms, locks and other security devices, with such to be installed at the expense of Licensee. A list of individuals who have access to the Licensed Space must be on file with the College of Sciences and Mathematics and University Police Department. The University may require that one

set of keys allowing access to the Licensed Space be in custody of the University Police Department and Physical Plant Department in case of emergencies.

- 7.2.2 Licensee will utilize University personnel to maintain safety and security, and may not engage additional security personnel unless approved in writing by and coordinated with the University. Licensee will follow the University's policies and procedures in dealing with improper conduct, or other abnormal conditions. The University will promptly provide Licensee a copy of such procedures and policies and notice of any subsequent changes or modification of such policies and procedures and will provide Licensee and its employees training regarding such policies and procedures. Licensee will report all such incidents to the University Police Department and Licensee will not summon public emergency service agencies, except in the case of fire or as required by state or federal Law or regulation, in any manner other than through the University Police Department, unless otherwise directed by the University. Notwithstanding anything stated in this Agreement, the University shall not be liable for theft or loss of equipment, products, supplies, materials or other property belonging to Licensee, its employees or agents.
- 7.2.3 Licensee is responsible for initiating legal action against any person suspected of criminal activity at their business site through the University Police Department or such other law enforcement agency as required by state or federal law or regulation.
- 7.2.4 Licensee shall comply with and conform to all applicable fire and public safety laws, regulations, ordinances, and code requirements, as well as the University's own regulations.
- 7.2.5 The University shall furnish and maintain fire extinguisher equipment and supplies. Licensee shall provide reasonable and timely access to fire extinguishers for inspection. Licensee shall notify the University's Department of Environmental, Health, Safety and Risk Management immediately after any fire extinguisher use or discharge.
- 7.3 Sanitation:
- 7.3.1 Licensee shall be responsible for the frequent removal of all trash and garbage to a dumpster trash receptacle located outside the Ed and Gwen Cole STEM Building and provided by the University at no additional cost to the Licensee.
- 7.3.2 Licensee shall be responsible for maintaining conditions of good sanitation and cleanliness, including the equipment and supplies necessary to accomplish same, to the satisfaction of the University.
- 7.3.3 The University shall be responsible for pest control and extermination services through the University's pest control contractor on a monthly basis in order to maintain sanitary standards and cleanliness in the Ed and Gwen Cole STEM Building. In the event the University is dissatisfied with Licensee's efforts to keep all areas free from conditions that promote the presence of insects, pests, roaches, etc., the University reserves the right to take such steps as necessary to correct any problem of this nature, at Licensee's expense.
- 7.4 Utility Services:

7.4.1 The University will provide sufficient electrical services and heating, ventilation and air conditioning through the existing systems at no additional cost. Any changes or upgrading of the HVAC system at the request of the Licensee will be at the expense of the Licensee. Should Licensee elect to replace functioning light fixtures or expand or upgrade the existing electrical service, changes will be at the expense of the Licensee.

7.4.2 In the event of any interruption of utility service provided by the University the University will use its best efforts to promptly return such service. However, the University does not guarantee uninterrupted service and will not be liable to Licensee for any loss or expense resulting from the interruption of utilities or the failure of any University owned equipment, or associated data transmissions.

7.4.3 Licensee agrees to exercise care to keep the usage of the utilities described in 7.4.1 at a minimally reasonable level, shall comply with both University, state, and federal energy conservation practices, regulations, and policies, and shall mutually cooperate in conserving the use of such utilities and the control of the resulting costs.

7.5 Maintenance and Repair:

7.5.1 All maintenance and repair of the Licensed Space will be the responsibility of the Licensee (i.e., light bulb replacement, wall treatment, floor covering, etc.), with the exception of structure (foundation, floors, walls, windows, ceiling and roof) and electrical delivery system (electrical panels, wiring, lighting instruments, and receptacles).

7.5.2 Licensee shall take reasonable and proper care of all facilities provided by the University. In the event that any facilities provided to Licensee by the University are damaged due to negligence on the part of Licensee's employees, Licensee shall reimburse University of the cost of repair or replacement of same.

7.5.3 Licensee shall be responsible for the cost of, and providing for, the proper maintenance and repair of Licensee owned movable fixtures, furniture and equipment, including related repair parts and supplies.

7.6 Condition of Licensed Space:

7.6.1 Licensee shall make no alteration to the Licensed Space without the prior written approval of the University. Upon expiration or early termination of this Agreement, for any reason, Licensee shall promptly (and, in no event, later than the effective date or such expiration or termination) remove any equipment, and shall restore the Licensed Space to the same condition as found at the time of the original installation thereof, reasonable wear and tear expected. Licensee shall leave the Licensed Space and the Building in a clean, orderly state satisfactory to the University.

8 ADVERTISING

8.1 Advertising or publicity matters conducted in or through the Licensed Space and having or containing any reference, including any trademark or insignia of the University, to Stephen F.

Austin State University, any university department or any of its faculty/staff members shall be approved in writing by SFA's University Marketing Communications.

- 8.2 Regarding advertising opportunities and promotional activities outside of the Licensed Space, such activities may be submitted to the Office of Student Affairs for consideration and approval on a case-by-case basis. All on-campus advertising must meet the guidelines of the Office of Student Affairs.
- 8.3 Any advertising, promotion or publicity having or containing any reference, including any trade or Service Mark of Licensee, to Licensee or any of Licensee's services, officers or employees shall be approved in writing by the Licensee.

9 PARKING

- 9.1 All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The University Police Department, Parking Services supervises and coordinates all parking, transportation, and traffic related functions on the campus.
- 9.2 Licensee's employees shall be subject to the parking rules and regulations of the University, including the payment of parking fees. Licensee shall be responsible for resolving, should they arise, any parking regulation disputes and violations.
- 9.3 Parking spaces will be made available, at a cost, to all staff assigned to the Licensed Space. The cost will be the same as the rate charged to University employees and will be pro-rated as needed. Permits expire each August 31. These spaces will be located as close as possible to the Licensed Space, but no specific locations can be guaranteed.

10 PAYMENT AND REPORTING REQUIREMENTS

- 10.1 The license amount of seven hundred and fifty dollars (\$750) will be due and payable to the University in advance, on or before the 5th day of each month. The first month's license amount shall be prorated upon execution of this Agreement; the amount shall be payable on or before the 5th day after the day of execution.
- 10.2 Any other amounts owed to the University by Licensee shall be paid within thirty (30) days after receipt of invoices.
- 10.3 **Eligibility to Receive Payment.** In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Licensee certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
- 10.4 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Licensee agrees that any payments owing to Licensee under the Agreement may be applied directly toward any debt or delinquency that Licensee owes the State

of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11 GENERAL TERMS AND CONDITIONS

11.1 Independent Contractor. Except as otherwise provided in this Agreement, Licensee shall be, in the performance of all work, services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the University. All persons engaged in any work, and in all places, shall be subject to Licensee's sole direction, supervision and control. Licensee shall exercise control over the means and manner in which it and its employees perform the work and the relationship of its employees to the University shall be that of an independent contractor.

11.2 Termination.

11.2.1 This Agreement may be terminated for convenience by either party with sixty (60) days' written notice to the other party.

11.2.2 Default and Remedies.

11.2.2.1 Any act or omission to act by either party which is a material breach of any term of this Agreement will be an Event of Default. The failure of Licensee to maintain and keep in force the insurance required by Paragraph 11.5 is deemed a material breach. Other material breaches include but are not limited to failure to cure any default for which notice is given or stated in Paragraph 11.2.2.2.

11.2.2.2 Upon receipt of written notice from the non-defaulting party as to the nature of an Event of Default, the defaulting party will immediately take action to cure the Event of Default. If the defaulting party fails to commence such action within thirty (30) days of receipt of notice, or if action is commenced but fails to complete such action within thirty (30) days or receipt of notice, the non-defaulting party may, at its option, declare this Agreement terminated immediately, or it may continue with the Agreement in force without prejudice to its rights to declare this Agreement terminated so as the Event of Default remains uncured. Failure to give notice of default or failure to terminate based on a material breach shall not waive any right of the non-defaulting or non-breaching party. The University may cure (but not be obligated to) any such default and shall have the right to demand reimbursement from Licensee hereunder, for any and all reasonable expenses in connection with such curative actions.

11.2.2.3 Notwithstanding any provision to the contrary, if Licensee fails to maintain the insurance required by Paragraph 11.5 or fails to provide the agreed upon services, the University may immediately terminate the Agreement by giving written notice thereof to Licensee.

11.2.3 Upon termination, regardless of whether the University terminates for cause or convenience, the University shall not be responsible to Licensee for loss of anticipated profits or revenue or other economic loss arising out of or resulting from any such termination.

- 11.3 **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 11.4 **Indemnification:** Licensee shall fully INDEMNIFY AND HOLD HARMLESS Stephen F. Austin State University and the officials, employees, officers, directors, volunteers and representatives of Stephen F. Austin State University, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon Stephen F. Austin State University directly or indirectly, arising out of, resulting from or related to the activities under this Agreement, including any acts Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights and duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Stephen F. Austin State University, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage.
- 11.5 **Insurance.**
- 11.5.1 Licensee shall not commence work under this Agreement until they have obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the University. Acceptance of the insurance certificates by the University shall not relieve or decrease the liability of Licensee.
- 11.5.2 If policies are not written for the amounts specified below (except Workers' Compensation and Employers' Liability), Licensee shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.
- 11.5.3 This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.
- 11.5.4 Licensee's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Agreement.
- 11.5.5 Stephen F. Austin State University, its Board of Regents, officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers' compensation policy.
- 11.5.6 The general liability, commercial property, workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University, provided Licensee's insurance carrier will agree to such waiver of subrogation.

- 11.5.7 The workers' compensation insurance coverage must include the responsibility of Licensee to provide coverage for every worker either under Licensee's policy or under the policy provided by a subcontractor. Licensee's policy shall provide that in the event that a subcontractor's policy fails to provide workers' compensation coverage of a worker that such insurance is provided by Licensee's policy.
- 11.5.8 Licensee shall purchase and maintain the following policies for the entire term of the Agreement. Licensee shall provide evidence of the policies annually to the University's Procurement Office. Failure to maintain the required coverage is considered a material breach of this Agreement.

INSURANCE REQUIREMENTS	MINIMUM LIMITS	NOTES
Commercial General Liability	\$1,000,000 per occurrence bodily injury & property damage	License of Stephen F. Austin State University owned premises requires licensees to provide Commercial General Liability.
Business Automobile Coverage	\$1,000,000 each accident limit for bodily injury and property damage	Required where a vehicle will be used on the premises. Coverage must include: All owned, leased, hired, non-owned and employee non-owned vehicles and, where applicable, Personal Injury Protection.
Workers' Compensation (Statutory) & Employer's Liability	Coverage A, in compliance with Texas laws; and Coverage B, \$100,000/\$500,000/\$100,000	This coverage must include statutory coverage for states in which employees are engaging in work.
Commercial Property	Value of Licensee's property	

- 11.6 **Use of University Facilities.** Licensee's management, employees, and agents will have the right to use only those University facilities that are necessary to perform Licensee's obligations and will not have access to any other facilities of the University without the University's permission.
- 11.7 **Surrender of Premises.** Upon expiration or termination of this Agreement, all alterations and improvements, with the exception of removable fixtures and furniture, shall become the property of the University, without any obligation to Licensee. Notwithstanding, Licensee may be required to restore the Licensed Space to the same condition that it was prior to the Agreement, with the exception of reasonable wear and tear and loss or damage due to causes beyond the control of Licensee.

- 11.8 **Liens.** Licensee shall keep the University free and clear from all liens asserted by any person or vendor for any reason arising out of the furnishing of products and/or services by, or to, Licensee.
- 11.9 **Labor Relations.** Licensee agrees to take immediate and reasonable steps to maintain provision of service under this Agreement in the event of any labor action involving its employees.
- 11.10 **Laws.** This Agreement shall be subject to all applicable Federal, State and Local laws, ordinances and regulations, and shall be construed in accordance with the laws of the State of Texas.
- 11.11 **Permits and Licenses.** Licensee shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.
- 11.12 **Taxes.**
- 11.12.1 Licensee shall pay when due all taxes or assessments applicable to Licensee. Licensee shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.
- 11.12.2 Stephen F. Austin State University claims an exemption from taxes under Subtitle E, Chapter 151, Section 151.309 of the Tax Code.
- 11.12.3 If Licensee is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Licensee certifies that it not currently delinquent in the payment of any taxes due under Chapter 171, or that Licensee is exempt from the payment of those taxes, or that Licensee is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.13 **Survival.** Termination under Paragraph 11.2 shall not relieve either party or any of its employees from liability for violations of this Agreement or any other act or omission of the parties. The provisions of Paragraphs 5.8, 7.4.1, 7.6.1, 11.1, 11.4, 11.5, 11.9, and all clauses pertaining to proper accounting and final payments shall survive the termination of this Agreement.
- 11.14 **Assignment and Subletting.** This Agreement may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party. All costs in connection with building modifications or amendments to this Agreement resulting from any approved assignment shall be the responsibility of the Licensee.
- 11.15 **Notices.** Any notice required to be given by this Agreement may be given by personal delivery, electronic facsimile or telecopy, or certified or registered mail directed to the addresses provided below:

To the University:

Dean of the College of Sciences and Mathematics
P.O. Box 13034, SFA Station
Nacogdoches, Texas 75962

With a copy to:

Vice President for Finance and Administration
316 Stephen F. Austin Building
P.O. Box 6108, SFA Station
Nacogdoches, Texas 75962-6108
FAX: (936) 468-4078

To Licensee:

Optomi, LLC d/b/a Provalus
Chief Financial Officer
One Glenlake Parkway, Ste 1250
Atlanta, GA 30328

- 11.16 **Amendments to the Agreement.** This Agreement shall not be changed, modified, altered or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
- 11.17 **Waiver or Modification.** A waiver or modification of any of the provisions of this Agreement will not be affected unless in writing and signed by authorized representatives of both parties. A waiver or modification of any provision of this Agreement will not be construed as a waiver or modification of any other provision.
- 11.18 **Severability of the Agreement.** In the event 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 provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provisions had never been contained.
- 11.19 **Sole Agreement.** This document, its appendices, all specifications and terms and conditions and any documents incorporated by reference constitute the sole agreement of the parties on the subject matter hereof and supersede any prior understanding or communications, written or oral. In the event that any other documents incorporated by reference are in conflict with the terms of this agreement, the terms of this Licensing Agreement will control.
- 11.20 **Successors and Assigns.** This Agreement is binding on the parties and their respective successors and assigns in interest.
- 11.21 **Limitation of Liability.**
- 11.21.1 Nothing in this Agreement will be construed as creating any personal liability on the part of any officer or employee of the University, nor will any provision in this Agreement be construed as a waiver of any immunities or defenses on the part of the University which may only be waived by action of the Legislature of the State of Texas.

- 11.21.2 The University shall be expressly relieved of any and all liability and responsibility, including, but not limited to, the maintenance of equipment, damage through fire or vandalism, theft, or any malfunction in Licensee's equipment.
- 11.22 **Sovereign Immunity.** The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Licensee, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
- 11.23 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'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"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 11.24 **Dispute Resolution; Governing Law.** This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Licensee to attempt to resolve any claim for breach of contract made by Licensee that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Licensee's claim and any counterclaim and negotiate with Licensee in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Licensee, (ii) neither the issuance of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.
- 11.25 **Conflict of Interests.** Licensee and each person signing on behalf of Licensee certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any University employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.

- 11.26 **Corporate Authority.** Licensee warrants, represents, and agrees that it is a corporation duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Licensee has been duly authorized to act for and bind Licensee.
- 11.27 **University Authority.** University warrants, represents, and agrees that it 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 the University has been duly authorized to act for and bind the University.
- 11.28 **Headings.** The captions of paragraphs and subparagraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 11.29 **No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the University or Licensee.
- 11.30 **Fraud and Ethics Policy.** Licensee is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies 2.7, Fraud and 17.22, Purchasing Ethics and Confidentiality.
- 11.31 **Conflict of Interest.** Licensee and each person signing on behalf of Licensee certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.
- 11.32 **Compliance.** Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
- 11.33 **Alcohol Use.** This Agreement grants to Licensee no greater rights than expressly stated herein and specifically denies any right to Licensee for possession or occupancy which would be in violation of state laws, rules and regulations, particularly with respect to the dispensing of alcohol and alcoholic beverages; reference University Policies 13.7, Alcohol Service, and 13.11, Illicit Drugs and Alcohol Abuse.
- 11.34 **Confidentiality to University.** During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Licensee may come in contact with confidential information of University. Licensee agrees to treat as confidential the information or knowledge that becomes known to Licensee during performance of this Agreement and not to

use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Licensee shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Licensee's possession or control. Licensee shall further comply with all University information security policies that may apply.

- 11.35 **Confidentiality to Licensee.** During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, University may come in contact with confidential information of Licensee. University agrees to treat as confidential the information or knowledge that becomes known to University during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by Licensee. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. University shall promptly notify Licensee of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to Licensee all confidential information in University's possession or control.
- 11.36 **Access to Public Information.** Licensee is required to make any information created or exchanged with University pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Licensee acknowledges that University 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*.
- 11.37 **State Auditor's Office.** Licensee understands that acceptance of funds under the 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 Sections 51.9335(c), *Texas Education Code*. Licensee agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested pertaining to Licensee's operation at University. Licensee will include this provision in all contracts with permitted subcontractors.
- 11.38 **Conflict with Other Agreements.** This Agreement shall not conflict with any existing University Agreement.
- 11.39 **U.S. Department of Homeland Security's E-Verify System.** By entering into the Agreement, Licensee certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Licensee to perform work pursuant to the Agreement, within the United States of America. Licensee shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Licensee, and Licensee's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the

University, with no prior notification. Licensee shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

- 11.40 **Israel Non-Boycott Verification.** Pursuant to Section 2270.002, *Texas Government Code*, Licensee hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.
- 11.41 **Trafficking of Persons.** Under Section 2155.0061, *Texas Government Code*, Licensee certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.42 **Contracts with Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.

UNIVERSITY

Stephen F. Austin State University

E-SIGNED by Lorenzo Smith
on 2022-06-16 18:56:54 CDT

Signature

Lorenzo Smith

Name

Provost/VPAA

Title

June 16, 2022

Date

LICENSEE

Optomi Professional Services



Signature

Chase Donner

Name

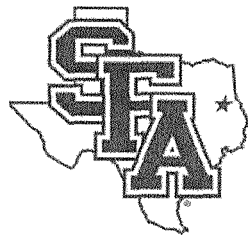
Chief Financial Officer

Title

June 9, 2022

Date

Appendix A



STEPHEN F. AUSTIN
STATE UNIVERSITY

NACOGDOCHES, TEXAS

Optomi Professional Services
Corporate Partnership Proposal



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Introduction:

Student success is essential to advancing the mission of Stephen F. Austin State University. Among the various measures of student success, three significant indicators are: 1) academic success, 2) financial well-being at the time of graduation, and 3) career success. Creative programs capable of enhancing the performance of students based on any of these measures are valuable tools in higher education, while programs that successfully address all three indicators are rare and warrant special attention. The corporate partnership proposed between Stephen F. Austin State University (SFA) and Optomi Professional Services (OPS) is a program with the potential to address all three indicators and presents a unique opportunity to provide added benefit for students. The proposed program has been shown in other settings to: 1) attract students, 2) provide excellent part time employment for students, 3) help students develop academically, 4) help students develop professionally and launch successful careers, and 5) improve connections between academia, industries, and communities.

With a primary focus on helping students succeed, and the added benefits of enhanced community and corporate relationships, it is proposed that Stephen F. Austin embrace Optomi Professional Services as a corporate partner and agree to lease space to the company in order to establish operations on the SFA campus. The details of the program, its fit with the college, university and state, and its benefits to students are outlined below.

Corporate Partnerships, University Mission, and THECB 60X30 Initiative

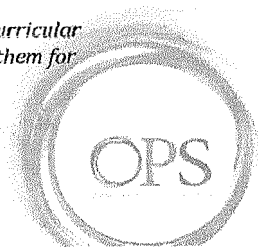
Corporate partnerships are well-suited to aid in advancing the mission of Stephen Austin State University, and the Texas Higher Education Coordinating Board, in particular the 60x30 initiative. A brief presentation of the fit of corporate partnerships regarding the goals and missions of these stakeholders is presented here.

SFA's Foundational Goal: Meaningful & Sustained Enrollment Growth

Through an appropriate mix of relevant programs, delivery methods and locations, SFA will attract an increasing number of students seeking to prepare themselves for the future. Enrollment growth will be evidence of productive participation in achieving the state's strategic goal for developing a more educated population. In addition, growth provides the foundation for SFA's ongoing fiscal sustainability.

SFA's Support Goals:

- **Attract and Support a High-Quality Faculty & Staff**
Faculty and staff are the university's greatest assets. It is all of them together who engage students in the high-impact practices that provide the transformative experiences they seek. To successfully fulfill the mission, SFA must attract and retain highly qualified people.
- **Foster Academic & Co-Curricular Innovation**
As the needs of students evolve, so should the curricular and co-curricular programs. Innovation is key to reaching students and preparing them for lifelong learning and successful careers in the 21st century.



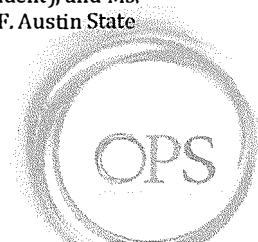
- **Redefine University Culture**
Create an energetic and respectful workplace where civility, inclusivity, and accountability are guiding principles for everyone.
- **Increase Connections**
Embrace the strengths of stakeholders to better enable a stellar learning experience for students and contribute to the quality of life of everyone.

Regarding proposed corporate partnerships, those that assist the university in advancing its mission through the successful implementation of the strategic plan are a potential asset. A corporate partnership such as the one proposed here is well-suited to provide "Transformative Learning Experiences" and help achieve "Meaningful and Sustained Enrollment Growth." This is especially true as it relates to "Fostering Academic and Co-Curricular Innovation" and "Increasing Connections," as stated in the strategic plan.

Background Information

While corporate partnerships are a valuable asset to the college, university, and state, these partnerships vary widely in their format, and their benefit to students depends a great deal upon choosing the appropriate partner. The process of exploring this partnership has included three in-person visits. The details follow:

1. January 28, 2022, Provalus' Tech Center, Jasper, TX: This visit provided an operational overview of Provalus and presented the shared corporate mission between Optomi and Provalus. This visit included the personnel: Dr. Matthew Beauregard (Interim Chair of Department of Computer Science, SFA), Dr. Kimberly Childs (Dean of the College of Science and Mathematics, SFA), Mr. Anthony Espinoza (Chief Information Officer, SFA), and Dr. Scott Gordon (then President, SFA), Mrs. Laura Chevalier (President, Provalus), Mr. Will Ruzic (President of Facilities and Operations, Provalus), Mrs. Victoria Bonilla (Vice-President of Recruiting & Training), Mr. Chris Vogel (then Product Delivery Officer) and Mrs. Heather Jenkins (Recruiting Officer).
2. March 1, 2022, SFA, Nacogdoches, TX: This site-visit provided an overview of SFA operation and continued discussion of an academic partnership. This visit included the personnel: Dr. Matthew Beauregard (Interim Chair of Department of Computer Science, SFA), Dr. Kimberly Childs (Dean of the College of Science and Mathematics, SFA), Mr. Anthony Espinoza (Chief Information Officer, SFA), and Dr. Scott Gordon (then President, SFA), Mr. Will Ruzic (President of Facilities and Operations, Provalus), Mrs. Victoria Bonilla (Vice-President of Recruiting & Training), Mr. Chris Vogel (then Product Delivery Officer).
3. May 17, 2022, Provalus' Tech Center, Jasper, TX: This site provided an opportunity for additional leadership from SFA to learn about operations at our Jasper Location. This included members from Provalus and Dr. Steve Westbrook (President), and Ms. Ryan Brown-Morena (Director of Academic Partnerships) of Stephen F. Austin State University.



The in-person visits have led to the mutual belief that Stephen F. Austin State University and Provalus are an excellent match and share a common vision of providing training, education, and opportunities to the East Texas region.

Information on Optomi Professional Services in general, and the mission for providing technical career opportunities to rural America are included below.

Optomi Professional Services (OPS):

We are dedicated to partnering with clients to fuel critical technology initiatives. Through our elite brands (Optomi & Provalus), we deploy the best tech talent to help define the technology of tomorrow. Our skillset-focused support through three service channels: IT Consulting, team augmentation, and U.S. rural outsourcing provide the comprehensive suite of services our customers (clients & consultants) need to achieve success.

OPS Brands & Delivery Models:

Provalus:

We are uniquely purpose-driven... transforming communities from the inside out. We're elevating communities by developing undiscovered talent in rural towns across the U.S. to deliver technology, business, and support services. We hire and develop the best and brightest talent to deliver a remarkable experience for clients and end-users alike while rejuvenating our economy. By creating homegrown economic growth, we project that Provalus will have a multi-million-dollar impact annually in each of our rural communities.

Our mission allows talented people to create career paths in the ever-evolving field of technology. Through training bootcamps, we've elevated high-aptitude individuals from jobs at retail stores and gas stations to careers as software developers, quality assurance testers, data security experts, system engineers and more.

Provalus is fueling a new era of technology talent equipped to strengthen America's future and leave a positive legacy for the next generation. Reclaiming the American Dream.

Optomi:

As the I.T. consulting and team augmentation brand of Optomi Professional Services, Optomi delivers highly qualified, culturally aligned talent to fuel technology initiatives. Our recruiters are specialized in their respective competencies... producing a more streamlined hiring process.

We're one of the fastest-growing I.T. consulting firms (recognized by SIA and Inc 5000) with the skillset- focused support our clients need to achieve success.

Partnership Model:



The model employed by OPS involves performing work for companies who would typically outsource that work, by employing university students on a part time basis, and graduate students on a fulltime basis. Students typically sign on with OPS for a two-year period, thus making the program more comparable to an apprenticeship/co-op than a traditional internship. During this time, students not only perform work in computer science and solve real company problems, but they are mentored in the skills of the profession and engage in professional development activities focused on other soft skills. By allowing OPS to work on the campus of Stephen F. Austin University, it will make the experience both convenient for the student, and seamless in providing the link between curricula and application.

A summary of key details and context relating to the partnership model are presented here:

Regarding the Company:

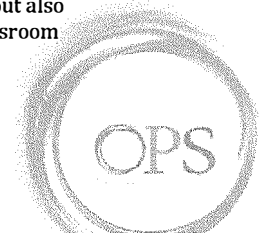
- 1) OPS currently has locations in Dallas, Jasper, Atlanta, Charlotte, Washington DC, New Jersey, Chicago, Detroit, Brewton, and Manning. They are currently seeking to expand to a select group of universities, and SFA has been identified as an excellent fit. SFA would be the first university selected as a location for the company.
- 2) Important aspects of the OPS business model involve the placement and training of technology talent, aimed at developing talent pipelines for companies in highly competitive fields, as well as the location of managed services activities and related local employment opportunities.

Regarding Students:

- 1) Student associates are employed on a part-time basis with flexible schedules and competitive pay.
- 2) Student associates are mentored regarding the application of classroom materials in real-world settings, professional conduct, and various soft skills. Rather than typical employment opportunities or internships, the employment relationship of students with OPS will more closely resembles an apprenticeship/co-op program.
- 3) Students most often commit to working with OPS for two years, after which they are typically retained by OPS on a full-time basis.
- 4) Similar partnerships show statistics of a 100% placement rate of students upon completion of the program and suggest accelerated career paths for student associates.

Regarding Partnerships with Universities:

1. Typically, the only required contractual relationship between OPS and the university would be a lease for the necessary space. OPS is not formally affiliated with the partner university, and student associates are strictly employees of OPS.
2. Similar partnership arrangements have provided valuable insights into the benefits of such a partnership for students, universities, and communities. The benefits noted by students include not only career advancement, but also academic advancement related to the hands-on application of classroom materials.



3. By allowing OPS close proximity to university activities, should prove to be an effective student recruiting tool, while providing professional development opportunities for students majoring in programs within the Department of Computer Science. This may include, but not limited to, serving on job-related panel discussions, classroom visitations, or consultation in senior capstone experiences.
4. Successful partnerships require the commitment of relevant SFA administrators and staff to promote OPS opportunities on campus, as well as the commitment of OPS to be a good citizen of the university and community.

Proposed Partnership:

It is proposed that a partnership between Optomi Professional Services and Stephen F. Austin State University, which will result in, contingent upon the availability of necessary client demand, OPS opening a location on the campus of SFA. The partnership will be formalized by a lease agreement whereby OPS gains use of space on the campus of Stephen F. Austin State University. While the success of the partnership will depend upon all parties committing to its success, no additional formal agreements are required.

Initial Phase:

The initial phase of this arrangement will be specifically, though not exclusively, through a partnership with the College of Sciences & Mathematics, Department of Computer Science. By positioning itself in the Cole STEM building, OPS will have access to a talent pool related to potential new areas for the company. Such areas include, but are not limited to, Computer Science, Computer Information Systems, Data Analytics, Information Technology, and Cybersecurity. As such, available space in the Cole STEM Building on the campus of SFA will be leased to OPS for the purpose of establishing their Nacogdoches location and their first university partnership in Texas.

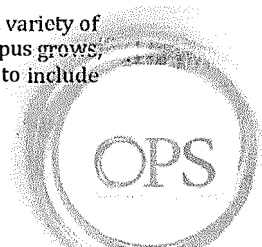
Within this initial phase, there is also room for phased growth of OPS' presence in the Cole Stem Building. The minimum space available for the implementation of the program is room **STEM 410 and 411**, totaling 600 square feet of workspace. An increase in leased space can be accommodated through the addition of room 416 (800 square feet).

The proposed space is currently available for use, and only updates in room security would be required. Lease rates have not yet been determined.

The leasing of this space in the Cole Stem building is the only formal contract requested of SFA by OPS in order to initiate the partnership.

Future Growth:

The business model employed by OPS is designed to be applicable in a variety of industries and markets. It is anticipated that as their presence on campus grows, OPS' work may expand beyond the College of Sciences & Mathematics to include



other colleges on campus. While the immediate space needs of the company, as well as that for some future growth, can be accommodated in the Cole Stem Building, at some point in the future additional spaces on campus may be needed.

Summary

A corporate partnership benefitting SFA students, Stephen F. Austin State University, and the Nacogdoches community, is proposed. In a rapidly changing higher education environment, innovation is essential to success. The College of Sciences and Mathematics is prepared to commit to, a partnership with Optomi Professional Services. In this partnership, Optomi Professional Services would conduct business operations in space leased within the Cole Stem Building on SFA's campus. In this location, Optomi Professional Services would employ, supervise, and mentor SFA students & graduates as an essential part of student career preparation.





Optomi Professional Services is a 100% U.S.-based firm DEDICATED to partnering with clients to fuel critical technology initiatives.

Founded on a passion for giving back, we're always striving to positively impact our consultants, clients and communities. We are PURPOSE-DRIVEN.

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we are...

SKILL-SET
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CENTERED

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DRIVEN

delivering...

Highly skilled, culturally-aligned talent
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provalus

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SECURE

RUN

BUILD

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Junior to Mid-level Talent

BUSINESS DEVELOPMENT

ASSESS

CUSTOMER ENGAGEMENT

DATA

ENGAGEMENT

INNOVATION

PROJECT MANAGEMENT

QUALITY ASSURANCE

RETENTION

18%
VETERAN
WORKFORCE

56%
WOMEN

28%
DIVERSE

Feeding children with every consultant placed... revitalizing entire rural communities through the creation of technology careers.

over
35,000
meals provided

HUNDREDS
of jobs created



impact

The good news is that we're expected to reach 346,137 children by 2022. In that time, Provalus and Optomi are expected to fuel the revenue. The US jobs not even close the gap... yet.

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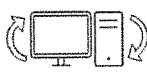
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BUILD
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Cloud security posture



RUN
IT service management
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Cloud managed services

simply
**GOOD
BUSINESS.**



CLOUD MANAGED SERVICES



CLOUD MANAGED SERVICES



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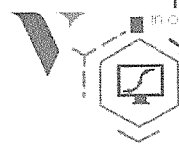


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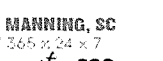
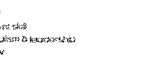
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annual impact in each community



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understanding of requirements
introduction to coding standards

3. BOOT CAMP
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professionalism & leadership
peer review

4. APTITUDE SCREENING
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problem solving ability
logical reasoning skills

5. BEHAVIORAL INTERVIEWS
adaptability
cultural awareness
teamwork

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365 x 24 x 7
capacity: 400



MANNING, SC
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capacity: 200+



JASPER, TX
365 x 24 x 7
capacity: 300

EMPLOYEE POPULATION

56%
women



28%
diverse



18%
VETERAN
WORKFORCE

OPS

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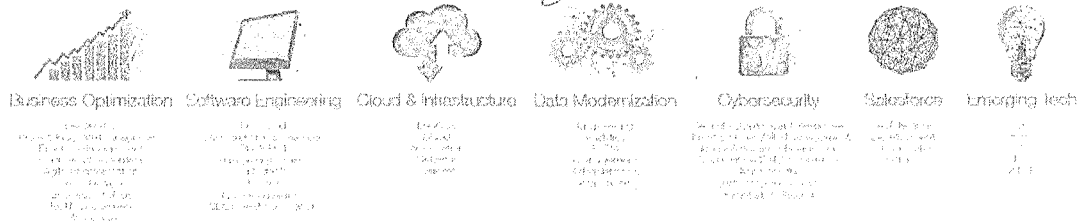
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We're one of the fastest-growing I.T. consulting firms (recognized by SIA and Inc 5000) with the skillset-focused support our clients need to achieve success.

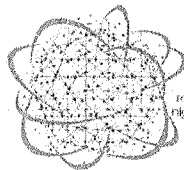
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Skill-Set Focused

Our specialized recruiters understand their respective competencies to secure a pipeline of highly skilled candidates proficient in technologies that drive development and support of the software lifecycle.



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Our priority is to engage the best talent to fulfill the needs of your project. We have an entire team dedicated to keeping our consultants happy... *happy consultants = happy clients.*



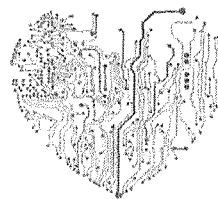
Technology-Driven

We use machine learning and AI based platforms to more quickly and effectively map our candidate pipeline, empowering our specialized technicians to move beyond simplistic requirement-matching.

TOGETHER, WE CAN MAKE A BIG *impact...*

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by the end of 2022 through

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THE TGB FOUNDATION



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our communities
to give children the
opportunity to
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