

**AGREEMENT
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
PRIMARY CLASS INC. dba ODYSSEY
FOR
CERTIFIED EDUCATIONAL ASSISTANCE ORGANIZATION APPLICATION AND PAYMENT
SERVICES
FOR THE
TEXAS EDUCATION SAVINGS ACCOUNT PROGRAM**

This Agreement (Contract) to provide certified educational assistance organization (CEAO) application and payment services is entered into by and between the Texas Comptroller of Public Accounts (“Comptroller” or “CPA”), an agency of the state of Texas, and Primary Class Inc. dba Odyssey (Contractor), located at 11 Park Place, Floor 1, New York, New York 10007 (each a “Party” and together “the Parties”).

I. Recitals

Whereas, Comptroller issued a Request for Proposals No. 304-26-1838AH on June 25, 2025 (“Original RFP”) and the Official Responses to Questions from Potential Respondents and Addendum No. 1 (RFP Addendum), issued July 18, 2025 (collectively, “the RFP”) from qualified persons or entities interested in providing CEOA services as set forth in the RFP for the Texas Education Savings Account Program (“the Program”);

Whereas, Contractor submitted a proposal on August 4, 2025, in response to Comptroller’s RFP (Proposal) to provide CEOA application and payment services;

Whereas, Contractor was selected as a Successful Respondent to provide CEOA application and payment services;

Whereas, under this Contract, Comptroller, by exercising Comptroller authority granted by Chapter 29, Subchapter J of the Texas Education Code, certifies Contractor as a CEOA;

Whereas, under this Contract, Contractor shall fully comply with all terms, conditions, requirements and other provisions of this Contract, including those set forth in the Attachments attached hereto and incorporated herein for all purposes; and

Whereas, in consideration of Contractor’s compliance with all requirements of this Contract, Comptroller awards this Contract to the Contractor.

Now, therefore, the Parties hereby agree as follows.

II. Authority

This Contract is entered pursuant to the authority granted to Comptroller in Chapters 2155 and 403 of the Texas Government Code; and Chapter 29, Subchapter J of the Texas Education Code.

III. Services

Contractor shall provide to Comptroller all of the CEOA application and payment services and deliverables (the “Services”) described in and in the manner required by all of the following documents as attached hereto and incorporated as part of this Contract for all purposes. All terms and conditions of Comptroller’s RFP shall apply unless otherwise provided in this Contract. In the case of conflicts between this Contract and any of the listed Attachments to this Contract, the documents shall control in the following order of priority:

1. This Contract (without attachments)
2. Attachment A: Comptroller's RFP
3. Attachment A-1 Nondisclosure Agreement
4. Attachment A-2 Certification Regarding Public Nature of the Proposal
5. Attachment B: Standards of Performance
6. Attachment C: Key Personnel and Marketing
7. Attachment D: Project Work Plan
8. Attachment E: Cost of Services
9. Attachment F: Respondent Questionnaire
10. Attachment G: HUB Subcontracting Plan
11. Attachment H: Contractor's Proposal
12. Attachment I: Confidential Treatment of Information Acknowledgment
13. Attachment J: Cybersecurity Training Attestation Form
14. Attachment K: Remote Access Request Form

Contractor's performance under this Contract is limited to the requirements set forth in this Contract, including services reasonably related to satisfying those requirements and compliance with applicable state of Texas and federal laws, rules and regulations, including but not limited to the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA). The requirements set forth in this Contract include, but are not limited to, compliance with Chapter 29, Subchapter J, Education Code and all Standards of Performance set forth in Attachment B of this Contract.

Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide all of the required Services to Comptroller in the manner required by this Contract. Comptroller shall look solely to Contractor for performance of this Contract. Contractor shall provide the Services under the direction of Comptroller. Contractor shall be the sole point of Contract responsibility. Contractor shall be liable, both individually and severally, for the performance of all obligations under this Contract, and shall not be relieved of the non-performance of any subcontractor.

Contractor understands that this Contract is not exclusive and Comptroller may issue additional solicitations and/or award additional contracts for these or other services at any time.

IV. Personnel; Subcontractors

Contractor shall act as an independent contractor in providing Services. Contractor's employees shall not be construed as employees of Comptroller in providing Services. Contractor shall assign to this Contract only those persons as employees or subcontractors responsible for primary roles under this Contract (Key Personnel) who are approved by Comptroller's Primary Project Manager. Contractor shall assign only qualified Key Personnel to this Contract. Where appropriate, qualified Key Personnel shall be duly licensed and in good standing in their governing

jurisdiction and not be subject to any pending disciplinary proceeding, suspension, expulsion, limitation from practice or similar ineligibility determined by any professional self-regulatory, federal, state, or local authority. Comptroller reserves the right, in its sole discretion, to approve each of Contractor's Key Personnel and to request substitution. Personnel changes requested by Comptroller will allow for a reasonable transition period. As of the date of Comptroller's execution of this Contract, Comptroller's Project Manager has authorized the Key Personnel listed in Attachment C to provide Services.

Contractor shall provide to Comptroller prior written notice of any subcontract or proposed change in Key Personnel providing Services. In the event Contractor intends to add, replace, or substitute Key Personnel during the term of the Contract, Contractor shall provide Comptroller with résumés of the proposed individuals. All proposed substitutions and replacement personnel must be of substantially similar experience or skill as the person replaced. Comptroller will provide Contractor with written notice of approval or rejection of proposed personnel within three (3) business days following receipt of the résumé. No additions, substitutions or replacements of Key Personnel will be made without the prior written consent of Comptroller. Each of Contractor's Key Personnel is subject to removal from the Contract by Comptroller. Personnel changes requested by Comptroller will allow for a reasonable transition period.

Contractor represents and warrants that each of the Key Personnel listed in Attachment C (Key Personnel and Marketing), and any substitute or replacement personnel assigned after the Effective Date, have the training, qualifications, education and experience to provide the services required under this Contract.

In no event shall any provision of this Section, including, but not limited to, the requirement that Contractor obtain the prior approval of Comptroller on Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that all Services rendered under its subcontracts comply with all the terms and provisions of this Contract as if they were rendered by Contractor. Contractor shall furnish Comptroller with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations, or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such subcontracts, amendments, assignments, cancellations, or terminations and Comptroller shall keep such documents confidential to the extent permitted by the Texas Public Information Act, Chapter 552 of the Texas Government Code, as interpreted by judicial opinions and opinions of the Office of the Texas Attorney General (Attorney General).

V. Funding; Legislative Action

Comptroller's performance of its obligations under this Contract is contingent upon and subject to the availability of and actual receipt by Comptroller of sufficient and adequate funds from the sources contemplated by this Contract. This Contract is subject to immediate cancellation or termination, without penalty to Comptroller or the state of Texas, subject to the availability and receipt of these funds. In addition, Comptroller is a state agency whose authority, revenue and funding sources and appropriations are subject to the actions of the Texas Legislature. If Comptroller becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render payment for the Services impossible or render the Services unnecessary, Comptroller may terminate this Contract without penalty to Comptroller or the state of Texas. In the event of a termination or cancellation under this Section, Comptroller shall not be required to give notice and shall not be liable for any damages or losses caused by or associated with such termination or cancellation.

VI. Evaluation and Written Acceptance

Prior to authorizing any compensation under Section VII (Payments), Comptroller shall evaluate Contractor's performance against the Standards of Performance (Attachment B) and with all other requirements of this Contract. Prior to authorizing any such payments, Comptroller shall evaluate and provide written notice of Comptroller's acceptance or rejection of Contractor's services.

VII. Payments

Contractor's total compensation under this Contract is all inclusive and shall not exceed the rates set forth in Attachment E (Cost of Services). Unless expressly allowed elsewhere in this Contract or approved by the Comptroller, Comptroller shall pay no additional amounts under this Contract for any amount for any purpose to Contractor or any other person or entity.

Amounts to be paid under the Contract are based on the agreed-upon fees set forth in Attachment E (Cost of Services). Comptroller may, in its sole discretion, require additional documentation to support payment, and Contractor shall respond to any such requests within five (5) business days of receipt. Comptroller does not guarantee any specific amount of compensation under this Contract.

If the total appropriated amount for the 2027-2029 biennium beginning September 1, 2027 and ending August 31, 2029 varies by an amount that is at least twenty-five percent (25%) more or less than \$1 billion, an equitable adjustment in pricing will be negotiated in good faith between the Parties before Comptroller exercises the Optional Renewal Term (as defined in Section 8.1 (Term)). Comptroller may agree to an increase to pricing provided Contractor is able to submit documentation acceptable to Comptroller that supports the increased costs for the Optional Renewal Term. Notwithstanding any language in this Contract, Contractor's compensation will be limited in accordance Section 29.362(c) of the Texas Education Code. Subsequent changes in Program funding will not relieve Contractor of its obligation to perform the Services for the Contract Term (as defined in Section 8.1 (Term)).

Any payments shall be made in accordance with SB2 and the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Comptroller shall not pay any amounts for any purpose to Contractor or any other entity except as expressly provided for in this Contract.

VIII. Term and Termination

8.1 Term. This Contract shall become effective on the date signed by Comptroller (the "Effective Date"), after having first been signed by the Contractor, and shall terminate on August 31, 2027 (Initial Term), unless otherwise sooner terminated as provided in this Contract. Comptroller shall have the right, in its sole discretion, to renew this Contract for one (1) additional period, from September 1, 2027 through August 31, 2029 (the "Optional Renewal Term"). Comptroller, in its sole discretion, may extend the Contract for six (6) months following the Contract Term or for such additional time as Comptroller deems necessary, not to exceed an additional six (6) months unless a longer period is mutually agreed to by the Parties in a written amendment to this Contract, to secure and transition to a new service provider (the "Transition Term"). The "Contract Term" means the Initial Term plus the Optional Renewal Term, if exercised by Comptroller, and the Transition Term. Notwithstanding the termination or expiration of this Contract, all provisions of this Contract that by their nature are intended to survive termination or expiration of the Contract shall survive, including but not limited to provisions regarding confidentiality, transition, indemnification, payments, records retention, property rights, data safeguards, cybersecurity, confidentiality, and dispute resolution.

8.2 Termination for Cause. Without limitation on the right of Comptroller to terminate this Contract pursuant to its terms, Comptroller may terminate this Contract, in whole or in part, upon any one of the following conditions, any of which constitute an "Event of Default" if not cured within thirty (30) days after written notice from Comptroller:

- (i) A receiver, conservator, liquidator, or trustee of Contractor, or of any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against Contractor, under Title 11 of the United States Code; or Contractor is adjudicated bankrupt or insolvent; or any portion of the property of Contractor is sequestered by court order and such order remains in effect for more than thirty (30) days after such Party obtains knowledge thereof; or a petition is filed against

Contractor under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) days;

(ii) Contractor files a case under the Title 11 of the United States Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;

(iii) Contractor makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property.

(iv) Judgment for the payment of money in excess of \$500,000 (which is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) days from the date of entry thereof, and within said thirty (30) day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after its entry;

(v) A court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;

(vi) A license necessary for Contractor to perform its obligations under this contract is revoked or suspended.

(vii) Contractor fails to communicate with Comptroller as required by the Contract;

(viii) Contractor breaches a confidentiality obligation related to the Contract;

(ix) Comptroller determines that Contractor or any of its subcontractors have an unacceptable conflict of interest and such conflict is not cured within ten (10) calendar days following notification thereof to Contractor;

(x) Comptroller determines that Contractor has materially failed or refused to perform, is negligent in performing, or is unable to materially perform or it reasonably appears that Contractor will not materially perform any of the duties or obligations as provided under this Contract, or fails or refuses to materially perform consistent with the statements, promises, and commitments made by Contractor during the solicitation process, and has not cured such performance defect within thirty (30) days of receipt of written notice from Comptroller of such performance defect or the actual deadline for performing, whichever occurs last;

(xi) If Contractor fails to notify Comptroller in writing of a “material adverse change” experienced by Contractor or any subcontractor during the term of this Contract or any extension thereof, at the time the change occurs or is identified. The term “material adverse change” shall mean: (i) any actual or anticipated change in control, ownership or executive management of Contractor or any subcontractors for which Comptroller has not provided advance written consent; (ii) any actual or anticipated legal or administrative investigations or proceedings initiated against Contractor or subcontractors regardless of the jurisdiction from which such proceedings originate; or (iii) any change or changes that individually or in the aggregate are materially adverse to (1) the net assets in an amount of fifteen percent (15%) or more, properties, business, security, results of

operations or financial condition, taken as a whole, of Contractor or any subcontractor, (2) the ability of Contractor or subcontractors to perform its or their obligations under this Contract, or (3) the legality or enforceability against Contractor or subcontractors;

or

(xii) Material non-compliance by Contractor, as determined in Comptroller's sole discretion, with any of the Contract requirements not cured within thirty (30) days from the date CPA notifies Contractor in writing of the non-compliance.

8.3 Termination for Convenience. Comptroller may, in its sole discretion, terminate or cancel the Contract with thirty (30) calendar days' written notice to Contractor.

8.4 Termination Remedies. Upon an Event of Default, Comptroller, without limiting any other rights or remedies it may have by law, equity, or under this Contract, will have the right to impose and collect liquidated damages as provided in Section XII, to invoke any applicable performance bond (required by Section X (Insurance)), to institute an action for actual damages and/or injunctive relief and/or to terminate the Contract immediately. Comptroller's termination of this Contract shall not limit or waive any remedies Comptroller may have for breach by Contractor of its past, present, or future duties and obligations created by this Contract or otherwise required by applicable law.

All remedies available to Comptroller for breach or anticipatory breach of this Contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

Upon termination of the Contract for any reason, Contractor must immediately return any Program funds transferred to Contractor by Comptroller that have not been distributed to providers of goods and services as authorized by Program Participants. Any funds not returned within thirty (30) days from the date contract termination is effective will be subject to interest charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due for returning the funds until the date paid to Comptroller. Contractor shall reimburse Comptroller for any costs and expenses (including reasonable attorneys' fees) incurred by Comptroller to collect any amounts not returned within thirty (30) days.

8.5 Transition. Upon termination of the Contract for any reason, Contractor shall assist with and fully cooperate with Comptroller in good faith to ensure a timely and secure transition of Program funds and Services to a new arrangement and provider with Contractor delivering all CPA Work (as defined in Section XIV), records, and CPA Data (as defined in Section 15.42) to Comptroller or Comptroller's designee in a mutually agreed upon, commercially usable format. This obligation shall survive the termination or expiration of this Contract and shall be a continuing obligation. Additionally, this transition obligation shall be provided by Contractor without Comptroller or the state of Texas being subject to additional costs or fees of any kind for transition costs. In accordance with Section 15.47 (Copies of Work; Partially Completed Work), Contractor shall deliver to Comptroller all completed, or partially completed, Work and any and all documentation or other products and results of these Services.

8.6 No Liability Upon Termination. If this Contract is terminated for any reason, Comptroller and the state of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. In the event of termination of this Contract, Comptroller's sole and maximum obligation shall be to authorize payment to Contractor for previously authorized services, performed in accordance with all

requirements of this Contract, up to the termination date.

IX. Confidentiality and Open Records

Contractor shall comply with the provisions of the Nondisclosure Agreement, Exhibit D, at all times. Contractor shall take all necessary and appropriate action to safeguard all sensitive data and other confidential information from unauthorized disclosure. Whenever the transmission of confidential information is necessary, Contractor shall transmit the information electronically and such electronic transmission shall be secure and the data encrypted, at a minimum, using 128 AES encryption to protect it from unauthorized disclosure.

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that Comptroller will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code, as interpreted by judicial opinions and opinions of the Attorney General. Within three (3) days of receipt, Contractor shall refer to Comptroller any third-party requests received directly by Contractor for information to which Contractor has access as a result of or in the course of performance under this Contract. Contractor is required to make any information created or exchanged with Comptroller pursuant to this Contract, and not otherwise excepted from disclosure under this Contract or the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to Comptroller. In order to comply with such requirement, any information created or exchanged with Comptroller shall be in Word, Excel, or PDF format, as applicable.

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to: (1) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to Comptroller for the duration and retention period of this Contract; (2) promptly provide to Comptroller any contracting information related to this Contract that is in the custody or possession of Contractor on request of Comptroller; and, (3) on termination or expiration of this Contract, either provide at no cost to Comptroller all contracting information related to this Contract that is in the custody or possession of Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to Comptroller.

X. Insurance

Contractor represents and warrants that it shall, within fifteen (15) business days of executing this Contract and annually thereafter, provide Comptroller with current written certificates of insurance or other acceptable proof of the following insurance coverages for Contractor and Contractor's employees:

1. Blanket Employee Dishonesty Bond or Employee Dishonesty Coverage under a liability insurance policy with a minimum \$100,000 for each individual who will provide Services. A rider or endorsement shall name the Texas Comptroller of Public Accounts as loss payee or additional named insured under the respective bond or policy;
2. Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;
3. Commercial General Liability Insurance: \$3,000,000 minimum each occurrence limit; \$5,000,000 minimum aggregate limit;
4. Professional Liability Insurance/Errors & Omissions (Financial Institution Professional Liability or Other Appropriate Professional Liability Coverage): \$5,000,000 minimum each occurrence limit; \$5,000,000 minimum aggregate limit;
5. Cyber Liability Insurance with a minimum \$5,000,000 per incident or claim and \$5,000,000 in the aggregate limit for liability that address Successful Respondent's liability, including indemnification and other obligations, in the performance of Services for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect

confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e).. This policy must include, at a minimum, third-party coverage for security breach notification and subsequent credit monitoring for Program Participants; and

6. A bank guarantee in the amount of \$500,000 as a performance bond naming the Texas Comptroller of Public Accounts as loss payee.

Contractor represents and warrants that all of the above coverages are with companies licensed in the state of Texas with “A” rating from A.M. Best Company and authorized to provide the corresponding coverages. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days’ written notice to Comptroller. Contractor represents and warrants that it shall maintain all of the above insurance coverages during the Contract Term. Contractor shall provide proof of required insurance coverage via email referencing the RFP number submitted to the following address: contract.administration@cpa.texas.gov.

When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Contract, or the policy must not contain a “prior acts” exclusion. If any of the insurance coverages required under this Contract are written on a claims-made basis, the insurance policy must provide an extended reporting period of not less than four (4) years following the completion of all work performed by Contractor specified in this Contract.

XI. INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, AND COMPTROLLER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE ATTORNEY GENERAL. CONTRACTOR AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR COMPTROLLER FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPTROLLER OR ITS EMPLOYEES.

XII. LIQUIDATED DAMAGES

12.1 General. The Parties agree and acknowledge that the measure of damages in the event of the failure to perform Services described in this section by Contractor may be difficult or impossible to calculate, depending on the nature of the Service. In the event Contractor fails to perform any of the Services described in Section 12.2 (Minimum Liquidated Damages) in accordance with the requirements of this Contract, Comptroller may require Contractor to pay or may require Contractor to reduce from its fees the indicated amount, as set forth below, for the indicated failure to fully perform or deliver the described Services. The Services listed below are each separately subject to the assessment of liquidated damages. The assessment of liquidated damages for the failure to perform or deliver any listed Services neither requires nor precludes the assessment of liquidated damages for any other failure to

perform or deliver in accordance with this Contract. The Parties agree that Comptroller is not required to give Contractor an opportunity to cure prior to assessing these liquidated damages.

The failure of Comptroller to assess liquidated damages in any instance where Comptroller is entitled to liquidated damages pursuant to the terms of this Contract shall not constitute waiver in any fashion of Comptroller's rights to assess liquidated damages as permitted hereunder. If any portion of the liquidated damages provisions as set forth below is determined to be unenforceable, the portion of the liquidated damages provisions not found to be unenforceable shall remain in full force and effect.

Comptroller reserves the right to make a claim for liquidated damages on the performance bond as described in Section X (Insurance). Comptroller also reserves the right to deduct the liquidated damages from any payments owed by Comptroller to Contractor.

The parties agree and acknowledge that the amounts of liquidated damages set forth in this Section XII are not intended to be in the nature of a penalty, but are intended to be a reasonable estimate of the amount of damages to Comptroller in the event of the occurrence of any of the related category of listed events. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of contract by Contractor.

12.2 Minimum Liquidated Damages.

- a. In the event that Contractor's system is unavailable during an application period for more than 4 hours out of a 24-hour period without Comptroller pre-approval, liquidated damages of \$10,000 per hour would be assessed beginning with hour 5 of unavailability until the system and all services are fully restored.
- b. In the event that Contractor's system is unavailable for 24 hours or more during a 24-hour period during a non-application period without Comptroller pre-approval, liquidated damages of \$5,000 per hour would be assessed beginning with hour 24 of unavailability until the system and all services are fully restored.
- c. In the event that Contractor's system is unavailable for 8 hours or more but less than 24 hours in a 24-hour period during a non-application period without Comptroller pre-approval, liquidated damages of \$2,000 per hour would be assessed beginning with hour 8 of unavailability until the system and all services are fully restored.
- d. Aggregate Cap. The total liquidated damages assessed under Section 12.2 shall not exceed an amount equal to four percent (4%) of the Cost of Services, not inclusive of the Marketing Commitment, payable to Contractor under this Contract in any Comptroller Fiscal Year (September 1 through August 31) (hereinafter, "Fiscal Year").
- e. Exclusions. Subject to Section III (Services) as it relates to Contractor's responsibility for the performance of its subcontractors, Contractor shall have no liability for system unavailability or performance issues caused by (i) outages or failures of service providers not considered subcontractors under this Section 12.2 (such service providers are limited to third-party cloud hosting providers, Internet service providers, or telecommunications networks), provided that Contractor has used commercially reasonable efforts to engage reputable providers and implement commercially reasonable redundancy, resiliency, and disaster recovery measures; (ii) Force Majeure as defined in Section 15.32; or (iii) downtime resulting from failure of systems outside Contractor's reasonable control.

XIII. Dispute Resolution

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Comptroller has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Contract, including any extensions. Contractor shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Comptroller and Contractor to attempt to resolve any claim for breach of contract made by Contractor under this Contract:

- (i) Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Comptroller and Contractor otherwise entitled to notice under this Contract. Compliance by Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (ii) The contested case process provided in Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by Comptroller if the parties are unable to resolve their disputes under subparagraph (i) of this Section.
- (iii) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practice and Remedies Code. Neither the execution of this Contract by Comptroller nor any other conduct of any representative of Comptroller relating to this Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Contract not subject to Chapter 2260, the following shall apply:

Should a dispute arise out of this Contract, Comptroller and Contractor shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Comptroller and Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The costs of such mediation will be allocated as set forth 34 Texas Administrative Code, Section 1.380, provided that Comptroller's obligation to pay the costs of any mediation is subject to the availability of state funds. By mutual agreement, Comptroller and Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Comptroller and Contractor shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Comptroller's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Comptroller of (i) any rights, privileges, defenses, remedies or immunities available to Comptroller as an agency of the state of Texas or otherwise available to Comptroller; (ii) Comptroller's termination rights; or (iii) other termination provisions or expiration dates of this Contract.

Notwithstanding any other provision of the Contract to the contrary, Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Section 2251.051 of the Texas Government Code and such suspension of performance is expressly applicable and authorized under that law.

XIV. Property Rights

For purposes of this Contract, the term "Contractor's Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation, methodologies, concepts, trademarks, trade secret rights, patents, designs, algorithms, intellectual property or other property Contractor develops, produces or generates in connection with the Services, whether arising by operation of law,

contract, license, or otherwise, which is not defined herein as “Comptroller’s Work.” Additionally, if Contractor uses generative artificial intelligence (AI) to provide services to Program Participants, “Contractor’s Work” includes Contractor’s work product relating to and resulting from utilizing AI, including model training data, the model trained with Comptroller data, Program Participant inputs/prompts, model outputs, and associated metadata, and any derivative works. Contractor retains all intellectual property rights in the AI models, the training methodology, and associated technologies developed or used in providing services.

This Contract is not a work made for hire. As between Comptroller and Contractor, Contractor shall own all intellectual property rights in Contractor’s Work, subject to the rights and licenses granted herein. Contractor does hereby license to Comptroller, its successors and assigns, a non-exclusive, royalty-free, worldwide right and license in and to Contractor’s Work solely for the purpose of receiving and using the Services during the Contract Term. Comptroller acknowledges that Contractor provides services similar to those provided under this Contract to third parties and Contractor may be providing deliverables to third parties that are similar to the deliverables being provided to Comptroller.

“Comptroller’s Work” means (1) Comptroller’s property, including all work papers, work products, materials, approaches, designs, specifications, systems, software, the Program, source code, documentation, methodologies, concepts, trademarks, trade secret rights, patents, designs, algorithms, intellectual property or other property Comptroller develops, produces or generates in connection with the Program; and (2) all Program data, including any Program Participant or applicant information or records, received, collected, or maintained by Comptroller or Contractor. In the event that Contractor has any rights in and to Comptroller’s Work that cannot be assigned to Comptroller, Contractor hereby grants to Comptroller an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses.

Except as described in the paragraph directly above, Contractor and Contractor’s employees will have no rights in or ownership of Comptroller’s Work and any and all documentation or other products and results of Comptroller’s Work or any other property of Comptroller.

XV. Representations, Warranties, and General Provisions

15.1 Child Support Obligation. Under Section 231.006 of the Texas Family Code regarding child support, Contractor certifies that Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

15.2 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

15.3 Taxes. Purchases made for State of Texas’ use are exempt from the State Sales Tax and Federal Excise Tax. Comptroller will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. Comptroller shall not be liable for any taxes resulting from this Contract.

15.4 HUBs. Contractor represents and warrants that it shall comply with the Historically Underutilized Business (“HUB”) requirements of this Contract, including the requirements specified in Contractor’s HUB Subcontracting Plan.

15.5 Change in Law and Compliance with Laws. Contractor shall comply with all state of Texas and federal

laws, regulations, requirements and guidelines applicable to a contractor providing services to the state of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Comptroller reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for Comptroller's or Contractor's compliance with all applicable State and federal laws, regulations, requirements, and guidelines.

15.6 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit brought for any breach of this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

15.7 Time Limits. Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

15.8 Assignments. Contractor shall not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from Comptroller. Any attempted assignment in violation of this Section is void and without effect.

15.9 Federal, State and Local Requirements. Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common law employees. Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor shall comply with all Federal and State tax laws and withholding requirements. Comptroller shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. Contractor shall indemnify Comptroller and pay to Comptroller all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

15.10 Provision for Direct Deposit. The electronic funds transfer (EFT) provisions of Texas law were codified in Section 403.016 of the Texas Government Code. Depending on eligibility under the law, certain payments from the State of Texas may be directly deposited into Contractor's bank account or may be made by warrant. If Contractor is eligible for direct deposit and wishes to be paid by direct deposit, Contractor must request from biaap@cpa.texas.gov and complete the form titled "Vendor Direct Deposit Authorization" and return it as soon as possible to: biaap@cpa.texas.gov or Comptroller of Public Accounts, Attention: Budget and Internal Accounting Division, Accounts Payable Section, LBJ State Office Building, 111 E. 17th Street, Austin, Texas 78774.

15.11 No Implied Waiver. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available either to (a) Contractor or (b) Comptroller as an agency of the state of Texas or otherwise available to Comptroller. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Comptroller under this Contract or otherwise available to Comptroller by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Comptroller does not waive any privileges, rights, defenses, remedies, or immunities available to Comptroller as an agency of the State of Texas, or otherwise available to Comptroller, by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract. **The modification of any privileges, rights, defenses, remedies, or immunities available to Contractor or Comptroller must be in writing, must reference this Section, and must be signed by Contractor or Comptroller, as applicable, to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Contractor or Comptroller shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Contract or under applicable law.**

15.12 Permits, Certifications and Licenses. Contractor represents and warrants that it has determined what licenses, certifications and permits are required under this Contract and has acquired or will acquire within 90 days of Contract execution, or as otherwise required herein, all applicable licenses, certifications and permits, including

Texas Cyberstar certification from the Texas Department of Information Resources.

15.13 Control; Ownership; Legal Proceedings. Contractor shall immediately notify Comptroller in writing of any actual or anticipated change in the control or ownership of Contractor and of any legal or administrative investigations or proceedings initiated against Contractor regardless of the jurisdiction from which such proceedings originate.

15.14 Limitation on Authority. Contractor shall have no authority to act for or on behalf of Comptroller or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of Comptroller or the State of Texas.

15.15 No Other Benefits. Contractor shall have no exclusive rights or benefits other than those set forth herein.

15.16 INDEMNIFICATION FOR INTELLECTUAL PROPERTY. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPTROLLER AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) COMPTROLLER'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO COMPTROLLER BY CONTRACTOR OR OTHERWISE TO WHICH COMPTROLLER HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. IF CONTRACTOR IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, CONTRACTOR SHALL NOTIFY COMPTROLLER OF SUCH CLAIM WITHIN FIVE (5) WORKING DAYS OF SUCH NOTICE. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE ATTORNEY GENERAL. IN ADDITION, CONTRACTOR WILL REIMBURSE COMPTROLLER AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF COMPTROLLER DETERMINES A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF COMPTROLLER IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, COMPTROLLER WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF COMPTROLLER'S COUNSEL.

15.17 Records Retention. Contractor shall maintain and retain all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. Subject to Section 29.369(b) of the Texas Education Code and its rules, as may be amended, these records will be maintained and retained by Contractor for a period of seven (7) years (a) after the Contract expiration date or (b) until all audit, claim, litigation, negotiation, open records, administrative review, or other action involving the Contract or related documents are resolved, whichever is later.

Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the state of Texas' property, such as applications, work papers, reports, books, data, files,

software, records, and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by Comptroller, state of Texas or their authorized representatives. Contractor shall cooperate with auditors and other authorized Comptroller and state of Texas representatives and shall provide them with prompt access to all of such state of Texas' property as requested by Comptroller or the state of Texas. By example and not as an exclusion to other breaches or failures, Contractor's failure to comply with this Section shall constitute a material breach of this Contract. For purposes of this Section, the "State's property" includes, but is not limited to, "CPA Work" and "CPA Data" as defined in this Contract.

Comptroller may require, at Contractor's sole cost and expense, (not to exceed a reasonable amount per audit) independent audits by a mutually agreed upon qualified certified public accounting firm of Contractor's books and records or the state of Texas' property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Contractor. Comptroller retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

15.18 State Auditor's Right to Audit. In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code and Chapter 29, Subchapter J of the Texas Education Code, the State Auditor's Office (SAO) may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the State of Texas directly under this Contract or indirectly through a subcontract under this Contract. Contractor understands that acceptance of State funds under this Contract acts as acceptance of the authority of the SAO to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the SAO's authority to audit state funds and the requirement to cooperate fully with the SAO is included in any subcontracts it awards. Additionally, the SAO shall at any time have access to and rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of Contractor relating to this Contract for any purpose.

This Contract may be amended by Comptroller, after notice to Contractor if administratively feasible, to comply with any rules and procedures of the SAO in the implementation and enforcement of Section 2262.154.

15.19 Additional Audit Requirements

- a. Comptroller shall contract at Comptroller's expense with a private entity to audit accounts and Program Participant eligibility data not less than twice per year to ensure compliance by Contractor with applicable law and Program requirements.
- b. Contractor shall provide a SOC I of the system for financial transactions as soon as feasible after system implementation.

15.20 Unfair Business Practices. Contractor represents and warrants that it has not been the subject of a Deceptive Trade Practices violation under Chapter 17 of the Texas business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business administrative hearing or court suit and such officers have not been found to be liable for such practices in such proceedings.

15.21 Immigration. Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. §1101 *et seq.*) and all subsequent immigration laws and amendments.

15.22 Equal Employment Opportunity. Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

15.23 Antitrust Affirmation. Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has: (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its proposal to any competitor or any other person engaged in the same line of business as Contractor.

15.24 No Conflicts of Interest. Contractor represents and warrants, to the extent of its knowledge, that the provision of goods and services or other performance under this Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety, or Contractor has disclosed in writing to Comptroller any existing or potential conflicts of interest relative to the performance of this Contract. Failure to do so may result in breach of Contract and immediate termination of the Contract. Contractor represents and warrants to Comptroller that it and each of its subcontractors have the requisite resources, qualifications, and independence to conduct the Services free from outside direction, control, or influence, and subject only to the accomplishment of Comptroller's objectives.

15.25 Dealings with Public Servants Affirmation. Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it 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 this Contract.

15.26 Americans with Disabilities Act. Contractor represents and warrants its compliance with the requirements of the Americans with Disabilities Act and its implementing regulations, as each may be amended (ADA).

15.27 Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.

15.28 Drug-free Workplace. Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*) and its implementing rules, and that it shall maintain a drug-free work environment.

15.29 No Felony Criminal Convictions. Contractor represents that, to its knowledge after reasonable inquiry, neither Contractor nor any of its employees, agents, or representatives who will be directly involved in providing Services, including any subcontractors and employees, agents, or representative of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised Comptroller of the facts and circumstances surrounding the convictions. Contractor has completed and returned the Criminal Conviction Certification form (Exhibit C to Attachment A (RFP)).

15.30 Notices. Unless noted elsewhere in this Contract, any written notices required under this Contract will be by hand delivery to Contractor's office address, as specified on Page 1 of this Contract, or to Comptroller's Project Manager at the following address: Texas Comptroller of Public Accounts, Educational Opportunities and Investments, 111 E. 17th Street, Suite 910-E, Austin, Texas, 78774; by U.S. certified mail with return receipt requested, addressed to the appropriate foregoing address; or by electronic mail to EdOpsContracts@cpa.texas.gov or to Contractor's electronic mail at: [enter Contractor's email address]. Notice will be effective on receipt by the affected Party. Notwithstanding the foregoing, service of legal process or other similar communications will not be given by electronic mail and will not be deemed duly given under this Agreement if delivered by such means. Such communications shall be delivered to the following address: Texas Comptroller of Public Accounts, Contracts Section, 111 E. 17th Street, Suite 310-C, Austin, Texas 78774. Either Party may change the designated notice address in this Section by written notification to the other Party. The Parties hereby agree to provide each other with day-to-day operational contacts.

15.31 False Statements. Contractor represents and warrants that all statements and information prepared and submitted in this document and its Response are current, complete, true and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void this Contract.

15.32 Force Majeure. Except as otherwise provided, neither Contractor nor Comptroller shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. "Force majeure" is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

15.33 Debts and Delinquencies Affirmation. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

15.34 Lobbying Prohibition. Contractor represents and warrants that Comptroller's payment to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

15.35 Texas Bidder Affirmation. Contractor certifies that if a Texas address is shown as the address of Contractor, then Contractor qualifies as a Texas Bidder as defined by Section 2155.444(c) of the Texas Government Code.

15.36 Comptroller's Anti-Fraud Policy. Contractor represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy located on Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of this Contract.

15.37 Abandonment or Default. If Contractor defaults on this Contract, Comptroller reserves the right to cancel this Contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work significantly change. The period of suspension will be determined by Comptroller based on the seriousness of the default.

15.38 Suspension and Debarment. Contractor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

15.39 Prior Disaster Relief Contract Violation. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

15.40 Reserved.

15.41 Security Incident Notification. Contractor shall have policies and procedures for the effective management of Security Incidents that shall be made available to Comptroller upon written request. Within twenty-four (24) hours of Contractor's discovery or reasonable belief that there has been an event that results in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of confidential CPA information ("Security Incident"), Contractor shall provide notice to CPA by calling (800) 531-5441 EXT 34357. Until the investigation is complete, Contractor shall submit on a daily basis, or as otherwise agreed by CPA, a written report via encrypted email to security.alerts@cpa.texas.gov that includes, at a minimum, the following:

- Date and time incident occurred,
- Date and time incident detected,
- Date and time incident contained,
- Address where incident occurred,
- Name of person(s) that discovered incident,
- Description of how Contractor discovered incident,
- Type of CPA information involved,
- Description of the nature of the incident,
- Description of the steps Contractor has taken or will take to investigate incident,
- Description of the steps Contractor has taken or will take to mitigate any negative impacts of incident,
- Information technology involved (*e.g.*, laptop, server, mainframe),
- Description of steps taken to preserve computer evidence and maintain chain of custody, and
- Description of corrective action Contractor has taken or will take to prevent future incidents.

Contractor shall coordinate all media or other breach notifications with CPA in advance of such notification(s), unless expressly prohibited by law. Subject to review and approval of CPA, Contractor shall provide notice at its own cost that satisfies the requirements of applicable law to individuals whose information was compromised or likely compromised as a result of the Security Incident. If CPA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing the notice shall be reimbursed to CPA by Contractor. If Contractor does not reimburse such costs within thirty (30) days of CPA's written request, then CPA shall have the right to collect such costs. CPA reserves the right to conduct an independent investigation of any Security Incident, and should CPA choose to do so, Contractor shall cooperate fully with CPA and assume responsibility at its own expense for making personnel, resources, and systems access available to CPA and CPA's authorized representative(s).

In addition to notification costs, Contractor will be liable for all other costs associated with a Security Incident (including legal fees, forensic analysis, credit monitoring for affected individuals for no less than one year, and any regulatory fines) and will indemnify CPA for such costs it incurs in accordance with Section XI (Indemnification).

15.42 CPA Data Safeguard Standards.

- a. Defined Terms. The term "CPA Data" refers to CPA's information as well as other entity information in the possession of CPA that is processed, stored, or transmitted by a computer. CPA Data includes all data that is generated by Contractor in performance of this Contract. The term "CPA Information System" refers to those devices, software, networks, and related infrastructure that CPA owns, operates, or has obtained for use to conduct CPA business. Devices include, but are not limited to, CPA-owned or managed storage, processing, and communications devices, as well as personally owned devices.
- b. Access to CPA Data. Contractor represents and warrants that it will implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the confidentiality, integrity, and availability of

CPA Data and protect it from unauthorized disclosure. Contractor will not collect, access, use, disclose, or retain CPA Data other than as necessary to perform the services specified in a contract resulting from this solicitation or as otherwise authorized in writing by CPA. Contractor will restrict access to CPA Data to only those personnel who must have the information on a “need to know” basis. Contractor will not use CPA Data, or any information derived from CPA Data, for its own benefit or the benefit of any other person or entity. Contractor will not share CPA Data with its parent company or other affiliate without CPA’s express written consent. If communications with Contractor necessitate the access or use of confidential Comptroller information, upon Comptroller’s written consent, Contractor shall require each individual who will require access to or may be exposed to Comptroller’s confidential information to sign the Confidential Treatment of Information Acknowledgment (CTIA) form (Attachment I).

- c. Web-Based Remote Access to CPA Information Systems. Contractor may use third-party web-based remote access connections to CPA Information Systems to provide support services under the following conditions:
 - 1. CPA shall affirmatively initiate and accept Contractor’s connections to CPA Information Systems.
 - 2. CPA shall monitor Contractor’s connections to CPA Information Systems for the duration of the Services.
 - 3. CPA shall terminate Contractor’s connections to CPA Information Systems upon completion of the Services.
- d. Remote Access to CPA Information Systems. Contractor shall accept the CPA Remote Access Terms and Conditions found in CPA’s Remote Access Request (Attachment K) and obtain CPA’s written approval of Contractor’s Remote Access Request before CPA will issue Contractor with credentials to remotely access CPA Information Systems (*e.g.*, for continuous access). Contractor may contact the CPA Contract Manager for the applicable forms. Contractor shall only access CPA Information Systems in accordance with CPA’s security protocols using CPA-approved remote access technologies, processes, and procedures. CPA reserves the right to immediately terminate any access to a CPA Information System.
- e. CPA-Required Security Awareness Training. As a condition of CPA issuing credentials and Contractor gaining access to a CPA Information System, Contractor shall complete CPA’s security awareness training or an equivalent DIR-approved training within sixty (60) days of the Effective Date and on an annual basis thereafter during the Contract Term. Contractor shall submit to CPA at contract.administration@cpa.texas.gov: (i) the Contractor Cybersecurity Training Attestation (CCTA) form (Attachment J); and (ii) any other information reasonably requested by CPA to comply with Section 2054.5192 of the Texas Government Code. Contractor must complete, sign, and return the CCTA form to CPA no later than sixty (60) calendar days following the Effective Date and each anniversary thereafter during the Contract Term. Contractor shall maintain records of all individuals who have completed the CPA-required training for the duration of the individual’s employment or other business relationship with Contractor, plus five (5) years. CPA, in its sole discretion, may deny network or system access to any individual that does not complete the CPA-required training within thirty (30) calendar days following the date of CPA’s grant of access to the CPA Information System(s).
- f. Location of CPA Data. Contractor shall ensure that CPA Data (*i.e.*, primary and backup) remains, at all times, within the continental United States. Contractor shall receive, process, transmit, and store all CPA Data within the continental United States. Contractor’s point of access to CPA Data shall be within the continental United States.
- g. Encryption Standards.
 - 1. Contractor shall encrypt CPA Data in transit and at rest. Data in transit means data is moving via email, in applications, or through browsers and other web connections. Data at rest (including data backups) means data is stored in databases, the cloud, removable media, or mobile devices.
 - 2. Contractor shall utilize encryption standards that are FIPS 140-2 compliant or, upon the written approval of CPA’s Chief Information Security Officer, shall meet the intent of the standards as described in FIPS 140-2.

3. The minimum cryptographic algorithm used by Contractor must be Advanced Encryption Standard (AES) 128 or higher (256 AES is preferred).
 4. Contractor shall encrypt CPA Data transmitted over a public or private network. CPA approved data encryption transmission protocols include the following: (1) SFTP (FTP over SSH), (2) FTPS (FTP over TLS), (3) HTTPS (HTTP over TLS), and (4) virtual private network.
- h. System Security Plan and Continuous Monitoring Plan. Contractor, in collaboration with CPA, shall develop, implement, and maintain a comprehensive written System Security Plan that contains administrative, technical, and physical safeguards designed to: (i) ensure the confidentiality, integrity and availability of CPA Data; (ii) protect against unauthorized access to or use of CPA Data; and (iii) comply with all applicable legal and regulatory requirements for data protection. Contractor shall develop, implement, and maintain a plan for the continuous monitoring of security control effectiveness and provide a report to CPA on a quarterly basis. The report shall include evidence that Contractor has implemented security controls correctly, the controls are operating as intended, and the controls are producing the desired outcome with respect to meeting security requirements for the information system(s).
- i. Auditable Information Security Framework. Contractor shall secure its own and its third-party service providers' systems (e.g., IT service provider, Cloud Service Provider) in a manner consistent with an auditable information security framework e.g., National Institute of Standards and Technology (NIST), International Organization for Standardization (ISO) 27001.
- j. Defects and Vulnerabilities. Upon Contract award and during the term of the Contract, Contractor shall provide CPA with prompt, written notice upon Contractor's discovery of any product defects and vulnerabilities of the proposed Licensed System/Software/Solution that allow an attacker to violate an explicit (or implicit) security policy to achieve some impact or consequence. Examples of vulnerabilities include defects that allow intruders to gain increased levels of access or interfere with the normal operations of information systems. Vulnerabilities caused by insecure configurations, design choices, and changing environmental conditions are additional examples.
- k. Supply Chain Risk Management. Contractor shall provide CPA's Contract Manager a description of how it manages supply chain risks. Specifically, Contractor shall describe its established agreements and procedures with entities involved in the supply chain for the notification of supply chain risks, compromises, and the result of assessments or audits. During the term of the contract, Contractor shall provide CPA's Contract Manager prompt, written notice of supply chain risks that impact the delivery of the products and services of the Contract. Examples of supply chain risks include supplier financial failure, production control/product quality, market supply and demand, labor disputes/shortages, cybersecurity threats, natural disasters. Contractor shall notify CPA of a supply chain compromise and potential compromise in accordance with the Security Incident Notification provision in this Contract.
- l. Independent Information Security Assessment. If Contractor has access to a CPA Information System or receives, processes, transmits, or stores CPA Data, then Contractor shall provide CPA's Contract Manager with its most recent information security assessment conducted by an independent third-party (e.g., SSAE-18 SOC 2 Type II, ISO 27002) upon Contract award and annually thirty (30) days prior to the anniversary of the Contract award date thereafter. CPA, in its sole discretion, may conduct a security assessment of any information system holding CPA Data or connected to a CPA Information System. CPA's security assessment may consist of a review of the following: (i) independent third-party assessment(s) contracted by Contractor (e.g., SSAE-18 SOC 2 Type II, ISO 27002) and (ii) Contractor's System Security Plan.
- m. Media Sanitization. Contractor shall sanitize information system media, both digital and non-digital, in accordance with NIST Special Publication 800-88 (Guidelines for Media Sanitization) when CPA Data in the custody of Contractor is no longer required to be retained by contract with CPA. Contractor must maintain a

record documenting each sanitization procedure that, at a minimum, includes the following information: (i) date sanitization completed, (ii) description of the item(s), serial number(s), inventory control number(s), if applicable, and (iii) sanitization method used. No later than sixty (60) calendar days from contract expiration or termination or as otherwise specified in the Contract, Contractor must either (i) complete the sanitization and submit via email to the CPA Contract Manager all sanitization documentation or (ii) submit a written statement via email to the CPA Contract Manager explaining the reason that destruction of CPA Data by Contractor is technically impossible or impractical. Contractor's obligations set forth in this clause survive the termination or expiration of the contract as long as Contractor retains CPA Data.

- n. Third-Party Service Providers. It is Contractor's sole responsibility to ensure that its access and the access Contractor grants to its service providers to CPA Data or CPA Information Systems does not result in unauthorized access to CPA Data or CPA Information Systems.
- o. Federal Taxpayer Information. Contractor shall not access, process, store or transmit IRS Federal Taxpayer Information for or on behalf of CPA unless expressly authorized by a contract with CPA.
- p. State Agency Website Requirements. Contractor shall comply with the requirements for state agency websites set forth in 1 Texas Administrative Code §206.
- q. Payment Card Industry Standards. Contractor shall implement and maintain certification of Payment Card Industry (PCI) compliance standards. In addition, Contractor represents and warrants that the software used for the processing of credit card payments is in compliance with all applicable PCI standards including, but not limited to, Payment Application Data Security Standards (PA-DSS) and Point to Point Encryption Solution Requirements (P2PE).
- r. Family Educational Rights and Privacy Act (FERPA). Contractor shall implement and maintain compliance with FERPA (20 U.S.C. § 1232g and 34 C.F.R. § 99) privacy requirements. Contractor represents and warrants that the system used for receiving, processing, transmitting, and storing education records is in compliance with FERPA. Contractor shall (1) at all times comply with its written procedures for protecting education records during the Contract Term and (2) provide Comptroller with any updates to such procedures during the Contract Term.
- s. Individuals with Disabilities Education Act (IDEA). Contractor shall implement and maintain compliance with IDEA (20 U.S.C. 1417(c) and 34 C.F.R. §§ 300.610-300.626) confidentiality provisions. Contractor represents and warrants that the system used for receiving, processing, transmitting, and storing education records and other information for students with disabilities is in compliance with IDEA. Contractor shall (1) at all times comply with its written procedures for protecting the information of students with disabilities during the Contract Term and (2) provide Comptroller with any updates to such procedures during the Contract Term.
- t. Texas Risk and Authorization Management Program (TX-RAMP). Contractor shall obtain TX-RAMP certification in accordance with the [Department of Information Resources \(DIR\) Program Manual](https://dir.texas.gov/resource-library-item/texas-risk-and-authorization-management-program-manual-31) (available at: <https://dir.texas.gov/resource-library-item/texas-risk-and-authorization-management-program-manual-31>). CPA requires the following TX-RAMP certification based on Agency criteria:

☒ None. Product (the custom-developed CPA system or application built by Contractor) is out of scope/low impact in accordance with the DIR TX-RAMP Manual.

The TX-RAMP requirement does not apply to the custom-developed CPA system or application built by Contractor.

If Contractor uses a cloud service provider to host (i.e., Infrastructure as a Service or IaaS) or build (i.e.,

Platform-as-a-Service or PaaS) a custom-developed CPA system or application, Contractor shall ensure its cloud service provider obtains TX-RAMP certification in accordance with the [Department of Information Resources \(DIR\) Program Manual](https://dir.texas.gov/resource-library-item/texas-risk-and-authorization-management-program-manual-31) (available at: <https://dir.texas.gov/resource-library-item/texas-risk-and-authorization-management-program-manual-31>). If applicable, CPA requires the following TX-RAMP certification based on Agency criteria:

X Level 2 Certification. The product will administer Agency sensitive, confidential, and/or regulated data.

Upon Contract award, Contractor shall ensure its cloud service provider used to host or build a custom-developed CPA system or application maintains compliance with TX-RAMP Program requirements and certification throughout the Contract Term. Contractor shall notify the CPA Contract Manager immediately if TX-RAMP certification is revoked or otherwise removed.

- u. FedRAMP or StateRAMP Authorization. If Contractor's cloud service provider obtained TX-RAMP certification through FedRAMP or StateRAMP authorization, upon Contract award, Contractor shall ensure its cloud service provider maintains continuous FedRAMP or StateRAMP acceptable status and notify the CPA Contract Manager immediately if such authorization is revoked or otherwise removed.
- v. Service Provider, Outsourced, and Cloud Computing. Regardless of TX-RAMP certification, the following requirements apply if Contractor is a Service Provider or Cloud Service Provider (CSP) or contracts with a CSP or other Data Center to receive, process, transmit, or store CPA Data.
 - 1. Security Control Verification. Upon Contract award and annually thereafter, Contractor shall provide to CPA evidence that it has implemented security controls correctly, the controls are operating as intended, and the controls are producing the desired outcome with respect to meeting security requirements for the information system. Acceptable documentation includes:
 - SSAE-18 SOC 2 Type II Report (or the updated, equivalent report);
 - FedRAMP certification (CPA preferred option for CSP);
 - Level Two: Cloud Security Alliance (CSA) Security, Trust & Assurance Registry (STAR) Attestation;
 - Level Two: CSA STAR Certification;
 - Level One: CSA STAR Self-Assessment;
 - Completed CSA Cloud Controls Matrix (CCM) and CSA Consensus Assessment Initiative Questionnaire;
 - CSA CCM;
 - Contractor information security plan; and
 - Contractor information security policies and procedures.
 - 2. Department of Information Resources Security Control Standards Catalog. At a minimum, Contractor shall implement and maintain cybersecurity controls that are consistent with the control baselines established by the Security Control Standards Catalog (available at: <https://dir.texas.gov/sites/default/files/2023-06/Security%20Control%20Standards%20Catalog%202.1%20for%20Web%20-%20UPDATED%206.21.23.pdf>), all CPA specific data and cybersecurity requirements and any other applicable federal or statutory requirements.
 - 3. Penetration Test. Contractor shall ensure that information system(s) that receive, process, transmit, or store CPA Data undergo an independent third-party annual penetration test. Contractor shall provide a summary of the penetration test results to CPA annually thirty (30) days prior to the anniversary of the Contract award date. Contractor shall coordinate with CPA to schedule the initial penetration test and subsequent annual penetration tests during the term of the Contract.
 - 4. Information System(s) Architecture. For information system(s) that receive, process, transmit, or store CPA Data, Contractor shall develop and maintain a comprehensive architectural diagram that identifies the information system (s) components and environment, including ports, protocols, and services. Contractor

shall protect the architectural diagram from unauthorized access, disclosure, modification, and /or destruction. Contractor shall provide the diagram to CPA annually.

5. Configuration Minimum Requirements.

- a. Contractor shall implement (SAML) an XML-based standard (CPA preferred) or OpenID Connect (OIDC) for exchanging authentication and authorization data for identity management of CPA internal users. If Contractor is technically incapable of integrating with CPA's identity services provider, Contractor shall ensure identifier and authenticator controls are consistent with CPA standards.
- b. Contractor shall remove root access, where feasible, to information system(s) that receive, process, transmit, or store CPA Data.
- c. Contractor shall prohibit Privileged User access to CPA data on information system(s) that receive, process, transmit, or store CPA data.
- d. Contractor shall employ multifactor authentication for Privileged Users who support information system(s) that receive, process, transmit, or store CPA Data when accessing CPA Information System(s).
- e. Pursuant to Section 2054.192 of the Texas Government Code, Privileged Users that have access to a CPA Information System shall complete the CPA-Required Security Awareness Training described in Part D.#.1.e above.
- f. Secure Baseline Configuration. Contractor shall develop secure baseline configurations for information system(s), components, or services that receive, process, transmit, or store CPA Data in accordance with industry best practices (e.g., U.S. Government Configuration Baseline (USGCB), Center for Internet Security (CIS) Benchmarks). In the absence of an industry defined secure configuration, Contractor shall develop a baseline for information system(s), components, or services in collaboration with CPA.
- g. Audit Information. For information system(s) that receive, process, transmit, or store CPA Data, Contractor shall enable information system(s) auditing to the greatest extent necessary to capture access, modification, and deletion of data by each unique user and Privileged User system access and actions. Audit controls shall ensure the movement of sensitive, confidential, and regulated data is traceable throughout the data lifecycle. Audit records shall contain date, time, type, source, and outcome of system event, the user account involved, service account, service, or process responsible for initiating the system event, and other information that facilitates reconstruction of events. Contractor shall protect audit information from unauthorized access and modification. Contractor shall share audit information with CPA upon request.
- h. Contractor shall configure information system(s) that receive, process, transmit, or store CPA Data to deny local network mapping and prevent copy and paste from the information system(s) to unapproved workstations, laptops, or terminals.

6. Configuration Management Plan. Contractor shall develop a Configuration Management Plan for information system(s) that receive, process, transmit, or store CPA Data. The Configuration Management Plan must include a comprehensive description of the roles, responsibilities, policies, and procedures that apply when managing the configuration of products and systems. The Configuration Management Plan may be an all-inclusive, stand-alone document or may be comprised of more broadly defined configuration management procedures contained in multiple documents. CPA shall review and approve the Configuration Management Plan annually during the contract term. Contractor shall treat the Configuration Management Plan as confidential CPA information and protect the Configuration Management Plan from unauthorized disclosure and modification.

7. Data Center Resiliency, Environmental Protections, and Physical Security. Contractor shall provide multiple geographic regions and availability zones to ensure resiliency in the event of natural disasters, common equipment failures, or information system failures. The data center(s) shall ensure electrical power systems are fully redundant and maintainable without interruption to continuous operations. Data center(s) shall provide backup power through various mechanisms including, but not limited to, UPS batteries. Data center(s) backup power shall supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. The data center(s) shall

use generators to provide power to critical equipment and customer loads. Trained security personnel shall staff the data center(s) twenty-four (24) hours a day, seven (7) days a week. Data center(s) shall use a security organization responsible for physical security functions to monitor its data center(s). The data center(s) shall have state-of-the-art electronic surveillance and multi-factor access control systems. Contractor and/or CSP shall authorize physical access to its data center(s) strictly on a least privilege basis and access control systems shall log unauthorized activity and failed access attempts.

8. Roles and Responsibilities. Contractor and CPA shall define and document CPA oversight and user roles and responsibilities with regard to the outsourced and/or CSP information system(s) that receive, process, transmit, or store CPA Data.
9. Vulnerability Assessment and Continuous Monitoring. For information system(s) that receive, process, transmit, or store CPA Data, Contractor shall employ vulnerability scanning tools and techniques to identify information system(s) flaws, improper configurations, and vulnerabilities. Contractor shall conduct information system(s) scans at least monthly and remediate and mitigate vulnerabilities in accordance with the National Institute of Standards and Technology National Vulnerability Database Common Vulnerability Scoring System (CVSS). Contractor shall report vulnerability assessment results and remediation efforts to CPA on a monthly basis.
10. Court and Administrative Orders. Except as otherwise required by law, Contractor and/or CSP shall promptly notify CPA of any subpoena, judicial, or administrative order that it receives and that relates to CPA Data held by the CSP or other data center.
11. Transition of CPA Data. Following termination of the Services, Section 8.5 shall apply.

15.43 Cybersecurity Requirements. Contractor shall implement and maintain system cybersecurity requirements established by Comptroller in Sections 15.42 and 15.43, including implementation of best practices developed under Section 2054.5181 of the Texas Government Code (Cyberstar Program) (See Section 15.45). Contractor represents and warrants that it will implement and maintain appropriate preventive, deterrent, detective, corrective, compensating, and directive cybersecurity controls to protect Comptroller's system and data from malicious actors and security incidents and will work with Comptroller through a Plan of Action and Milestones (POAM) on any deficiencies. The cybersecurity controls of this Contract apply to the Contractor's cloud service providers and subcontractors who have access to Comptroller's system and the environment in which Comptroller's system is hosted. Contractor shall provide a detailed description of the preventive, deterrent, detective, corrective, compensating, and directive cybersecurity controls that it will implement and maintain to protect Comptroller's system. Contractor shall structure the description in accordance with 15.43 a-f below.

- a. Preventive Controls. Contractor shall ensure it employs appropriate preventive controls to protect Comptroller's system's infrastructure and application(s) from threats and attacks. Preventative controls include but are not limited to system and application hardening, firewalls, an intrusion prevention system, antivirus software, regular software updates, and account management policies, and a security and privacy awareness training program.
- b. Deterrent Controls. Contractor shall ensure it employs appropriate deterrent controls to reduce the likelihood of attacks and ensure staff practice good cyber hygiene. Deterrent controls include but are not limited to warning signs, login banners, security guards, lighting, and security policies.
- c. Detective Controls. Contractor shall ensure it employs appropriate detective controls to identify when an event has occurred that impacts Comptroller's system. Detective controls include but are not limited to security incident event management tools (SIEM), intrusion detection system, motion detectors, and video surveillance cameras.
- d. Corrective Controls. Contractor shall ensure it employs appropriate corrective controls to reverse damage caused by a security incident to Comptroller's system and return the system to normal operations as soon as possible. Corrective controls include but are not limited to antivirus software, restoration from backups, password resets, incident response plans and playbooks, and security training that includes regular tabletop exercises, and post incident root cause analysis.
- e. Compensating Controls. Contractor shall ensure it employs appropriate compensating controls when

primary controls do not provide adequate protection for Comptroller's system. Compensating controls include but are not limited to employing strict access controls, conducting more frequent security audits to monitor user activity, using data loss prevention solutions, and providing robust employee security and privacy awareness training.

- f. Directive Controls. Contractor shall ensure it employs appropriate directive controls to influence and direct user behavior and ensure user actions do not compromise Comptroller's system. Directive controls include but are not limited to a written Acceptable Use Policy, security and privacy awareness training, an Incident Response Plan, a Continuity of Operations Plan, and a system Disaster Recovery Plan.

In addition to the requirements stated above, Contractor represents and warrants that it shall implement and maintain the following cybersecurity controls. Immediately after the Effective Date, Contractor shall provide evidence of control implementation and coordinate with Comptroller information Security analysts to observe or conduct manual or automated testing of the controls Contractor implements on Comptroller's system. The end goal of coordination between Contractor and Comptroller Information Security analysts is to produce a System Security Plan for Comptroller's system that validates cybersecurity controls are implemented correctly and operating as intended, and system findings are documented and tracked through remediation in a Plan of Action and Milestones.

1. Security Framework. Contractor shall adopt and maintain a security framework that is aligned with the National Institute of Standards and Technology (NIST). Contractor shall disclose the adopted security framework in its RFP response and describe how Contractor ensures it is consistent with NIST.
2. Access Controls.
 - i. Multifactor Authentication (MFA) Contractor Personnel and Subcontractors. Contractor shall employ MFA for its users, privileged users, and subcontractors with access to Comptroller's system. MFA controls shall be consistent with the most current version of the NIST Digital Identity Guidelines. To protect Comptroller's system and data, Contractor identity proofing processes must be consistent with NIST Digital Identity Guidelines Identity Assurance Level 2 and authentication must be consistent with NIST Digital Identity Guidelines Authentication Assurance Level 2.
 - ii. MFA Plan Participants. Contractor shall require plan participants to use MFA to access their accounts. Contractor authentication must be consistent with NIST Digital Identity Guidelines Authentication Assurance Level 2.
 - iii. Password and Pin Requirements. Pins shall be a minimum of eight (8) characters and shall allow use of letters, numbers, and symbols. Passwords shall be a minimum of 15 characters and allow symbols, numbers, and letters.
 - iv. Password Education. Contractor shall provide plan participants with a password strength meter to ensure use of strong passwords. Contractor shall provide plan participants tips on creating strong passwords, such as how to create passphrases and how to detect social engineering and phishing attacks.
 - v. Out-of-Band Verification for Financial Transactions. Contractor shall implement and maintain an out-of-band process to verify the identity of a person that requests disbursement of funds or changes to financial account information (e.g., direct deposit information, account established for administration of Program). Contractor shall work with Comptroller Information Security Analysts to establish the process.
 - vi. Account Management. Contractor shall use automated controls to deactivate/disable inactive accounts to ensure only authorized users access Comptroller's system. Contractor shall establish account reactivation procedures that are consistent with NIST Digital Identity Guidelines Identity Assurance Level 2 and authentication must be consistent with NIST Digital Identity Guidelines Authentication Assurance Level 2.
3. Use of Artificial Intelligence. If Contractor uses artificial intelligence to administer Comptroller's system or Program services, Contractor shall comply with all federal and state laws and regulations for artificial intelligence.

15.44 Artificial Intelligence Inventory. Contractor shall implement and maintain an inventory of all artificial intelligence (AI) used in Comptroller's system, application(s), system components, and Program services. Comptroller may be required to report an inventory of artificial intelligence in biennial statutorily required reports and Contractor shall support Comptroller's compliance by providing the inventory information upon Comptroller's written request.

- i. Disclosure. Contractor must disclose publicly the use of artificial intelligence and provide Program Participants with a process for submitting complaints regarding use of artificial intelligence.
- ii. Data Ownership. If Contractor uses generative artificial intelligence (AI) to provide services to Program Participants, Section IV (Property Rights) regarding Contractor's Work applies.
- iii. Monitoring. Contractor shall monitor artificial intelligence for query attacks, malicious inputs, and perturbations for model manipulation, theft, data poisoning, and data drift. Contractor shall establish model integrity validation checks and data poisoning detection capabilities. Contractor shall implement processes for detecting personally identifying information (PII) in the model and removing PII from the model, as appropriate to ensure the artificial intelligence cannot provide a Program Participant's PII to other Program Participants or outside the boundaries of the Comptroller's system.

15.45 Texas Cyberstar Certificate. Per Texas Government Code, Section 2054.5181, Contractor shall request Cyberstar certification by submitting the Cyberstar application on the Texas Department of Information Resources website, within 30 days after the Effective Date. Contractor shall provide proof of the request, and certification when received, to Comptroller's Primary Project Manager.

15.46 Duty to Disclose. If circumstances change or additional information is obtained regarding any of the representations and warranties, or any other disclosure statements, provided by Contractor subsequent to the date of this Contract, Contractor's duty to disclose continues throughout the Contract Term.

15.47 Copies of Comptroller's Work; Partially Completed Comptroller's Work. No later than the first calendar day after the termination of this Contract, or at Comptroller's request, Contractor shall deliver to Comptroller all completed, or partially completed, Comptroller Work and CPA Data. Failure to timely deliver such Comptroller Work or CPA Data or any and all related documentation or other products and results shall be considered a material breach of this Contract. Contractor shall not make or retain any copies of Comptroller's Work or CPA Data or any and all related documentation or other products and results without the prior written consent of Comptroller.

15.48 Business Attire; Conduct; Comptroller Guidelines. Contractor must ensure that its employees conduct themselves in a professional manner and are in appropriate business attire when on Comptroller's premises. In addition, Contractor must ensure that its employees comply with all guidelines established by Comptroller for independent contractors required to provide services on Comptroller's premises. These guidelines may address issues which include, but are not limited to, the following: building security, IT security, records, safety, professional conduct, use of State of Texas owned property, non-disclosure of confidential information, drug and alcohol -free workplace rules, and other requirements for on-site independent contractors.

15.49 Use of State Property. Contractor is prohibited from using Comptroller's Equipment, Comptroller's location, or any other resources of Comptroller or the State of Texas for any purpose other than performing services under this Contract. For this purpose, Comptroller Equipment includes, but is not limited to, copy machines, fax machines, information technology resources, and telephones using State of Texas long distance services. Comptroller information technology resources include any Comptroller-issued hardware (e.g., laptops, portable personal printers, cell phones, BlackBerry devices, external hard drives, Universal Serial Bus (USB) data storage devices and data disks); any Comptroller-issued software or media (e.g., CD, DVD, diskette or tape); and Comptroller Virtual Private Network (VPN) client. Contractor shall not remove Comptroller Equipment from the United States. In addition, Contractor may not use any computing device to access Comptroller's network or e-mail

while outside of the United States. During the time that Comptroller Equipment is in possession of Contractor, Contractor shall be responsible for reasonable repair or replacement charges for damage beyond normal wear and tear. Any charges incurred because of Contractor's use of Comptroller Equipment for any purpose other than performing services under this Contract must be fully reimbursed by Contractor to Comptroller immediately upon demand by Comptroller; such use shall constitute breach of contract and may result in termination of this Contract and other remedies available to Comptroller under the Contract and applicable law.

15.50 Discounts. If Contractor at any time during the Contract Term provides a discount on the final negotiated Contract costs, Contractor will notify Comptroller in writing ten (10) business days prior to effective date of discount. Comptroller will generate a Purchase Order (PO) Change Notice (POCN) and send the POCN to the Contractor.

15.51 Excluded Parties. Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the U.S. Treasury, Office of Foreign Assets Control.

15.52 Executive Head of Comptroller Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency, Contractor certifies that it is not (1) the executive head of Comptroller, (2) a person who at any time during the four (4) years before the date of execution of this Contract was the executive head of Comptroller, or (3) a person who employs a current or former executive head of Comptroller.

15.53 Foreign Terrorist Organizations. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

15.54 Entities that Boycott Israel. Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the course of this Contract, Contractor shall promptly notify Comptroller.

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

15.56 Energy Company Boycotts. Contractor represents and warrants that: (1) it does not, and will not for the duration of this Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the term this Contract, Contractor shall promptly notify CPA.

15.57 Firearm Entities and Trade Associations Discrimination. Contractor verifies that: (1) it does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the Contract Term, Contractor shall promptly notify CPA.

15.58 COVID-19 Vaccine Passport Prohibition. Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that it is not ineligible to receive this Contract.

15.59 No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other

Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Contract.

15.60 Recitals. The Recitals in Section I are hereby incorporated into the terms of this Contract.

15.61 SPD Statewide Contract. If the solicitation resulting in this Contract was authorized by a delegation letter from the Comptroller's Statewide Procurement Division's (SPD), the Contract may be terminated with thirty (30) days' written notice from Comptroller to Contractor if SPD awards a statewide contract for the same or similar good or service.

15.62 Electronic Signatures. This Contract must be electronically signed or manually signed and scanned. To the extent the Parties sign electronically, their electronic signature, whether digital or encrypted, is intended to authenticate the applicable and will have the same force and effect as manual signatures. Delivery of a copy of the Contract or any other document contemplated under this Contract bearing an original manual or electronic signature by document signing software, by electronic mail in pdf or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original manual signature. "Electronic signature" means electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code §322.001 *et seq.*) as amended from time to time.

15.63 Hardening of State Government. By signing this Contract, Contractor certifies that neither it, nor its holding companies or subsidiaries, is: (a) listed in Section 889 of the 2019 National Defense Authorization Act; (b) listed in Section 1260H of the 2021 National Defense Authorization Act; (c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or (d) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

15.64 Confidentiality of Student Information. Contractor shall comply with state and federal law and any related regulations, as each may be amended, regarding the confidentiality of student information and may not sell such information, including but not limited to FERPA and IDEA (see Section 15.42 (CPA Data Safeguard Standards) for more details on FERPA and IDEA compliance). Contractor shall not retain student information provided to Contractor necessary to verify a child's eligibility for the Program by the TEA or a school district or open-enrollment charter school beyond the period necessary to determine the child's eligibility, except as required by applicable law or regulation for record retention purposes to the extent such retention is expressly allowed by Subchapter J (Education Savings Account Program) of the Texas Education Code and its implementing administrative rules. Contractor shall treat as confidential any information obtained by Contractor related to a Program Participant's use of preapproved providers of educational products or services or payment of preapproved expenses.

15.65 Business Continuity and Disaster Recovery. Upon request of Comptroller, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

XVI. Merger; Severability

This Contract contains the entire agreement between Contractor and Comptroller relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties. In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XVII. Signatories

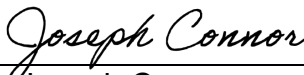
The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective counterparts. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

TEXAS COMPTROLLER OF PUBLIC
ACCOUNTS

PRIMARY CLASS INC. dba ODYSSEY

DocuSigned by:

By: E450165D764443C...
Lisa Craven
Deputy Comptroller
Date: 10/3/2025 | 3:01 PM CDT

By: 
Name: Joseph Connor
Title: Chief Executive Officer
Date: 10/3/2025

ATTACHMENT A

Comptroller's RFP

Comptroller's RFP No. 304-26-1838AH, issued June 25, 2025 ("Original RFP"), and Comptroller's Official Responses to Questions from Potential Respondents and Addendum No. 1 (RFP Addendum), issued July 18, 2025 (collectively, "the RFP"), are incorporated by reference for all purposes into this Contract as Attachment A. In the event of a conflict between the Original RFP and an RFP Addendum, the RFP Addendum shall control. All terms and conditions of Comptroller's RFP shall apply except as provided in this Section. The negotiated terms and accepted exceptions to Comptroller's RFP are listed below or otherwise in the Contract and its other Attachments; any exceptions not included here, in the Contract, or in an Attachment are rejected. RFP Exhibit D (Nondisclosure Agreement) is hereby replaced with Attachment A-1 and RFP Exhibit F (Certification Regarding Public Nature of Proposal) is hereby replaced with Attachment A-2.

1. Section 2.4 System Development and Implementation is hereby deleted in its entirety and restated as follows

2.4 System Development and Implementation

Successful Respondent must provide secure Application Services and/or Payment Services. The Application and Payment Services system(s) must include appropriate security controls that meet the requirements of the RFP. The Application Services and Payment Services data collected are Comptroller assets. Comptroller is the Information Owner and is responsible for the provision of information security for the information systems that support the operations and assets under its direct or indirect control in accordance with Texas Administrative Code Title 1, Section 202.20(b)(3). Respondent must include Comptroller in system testing and validation of security controls; such testing will not unreasonably interfere with Respondent's operations or compromise its proprietary systems or confidential information. Respondent shall maintain a plan of action and milestones for system flaws, vulnerabilities, and security control compliance findings and continue to work with Comptroller on remediation as needed through the Contract Term.

ATTACHMENT A-1: NONDISCLOSURE AGREEMENT

In consideration of Texas Comptroller of Public Accounts (“CPA”) communicating with the undersigned Respondent regarding a potential contract resulting from the referenced solicitation (e.g., RFP, RFO, IFB) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding CPA or gathered, produced, collected or derived from or related to the potential contract, or provided to Respondent under a resulting contract (“Confidential Information”) must remain confidential subject to release only upon prior written approval of CPA, and more specifically agree as follows:

1. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a contract with CPA resulting from the solicitation.
2. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to CPA.
3. Unless otherwise provided in the solicitation or resulting contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized officers, directors, employees, agents, advisors or contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without CPA's prior written approval. Confidential Information and any copies thereof shall be CPA's exclusive property.
5. All Confidential Information made available to Respondent, including copies thereof, must be returned to CPA upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by CPA.
6. The foregoing does not prohibit or limit Respondent's use or disclosure of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third party under no obligation of confidentiality to CPA, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other contractual obligations to CPA, or (e) approved by CPA in writing for unrestricted disclosure.
7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide CPA with prompt notice of any such requirement prior to delivery of the Confidential Information to allow CPA a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement for so long as Respondent remains in possession of the Confidential Information.
9. The breach of this nondisclosure agreement by Respondent shall entitle CPA to immediately terminate any contract with Respondent resulting from the solicitation upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether CPA elects to terminate any contract with Respondent resulting from the solicitation upon the breach hereof, CPA may require Respondent to pay to CPA the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the damages to CPA in the event of a breach hereof by Respondent of this nondisclosure agreement. CPA does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are subject to the exclusive jurisdiction of the courts in Travis County, Texas, except to the extent Section XIII (Dispute Resolution) applies and then Section XIII controls, and venue is proper in only such county.



 Signature
 Joseph Connor, Founder and CEO

 Name

October 3, 2025

 Date
 Primary Class, Inc. DBA Odyssey

 Company

ATTACHMENT A-2

CERTIFICATION REGARDING PUBLIC NATURE OF THE PROPOSAL

The Legislative Budget Board (LBB) has established a database of state agency contracts pursuant to Section 322.020 of the Texas Government Code. See the LBB website at www.lbb.texas.gov. Following the contract award resulting from this solicitation, CPA plans to upload to the LBB contracts database the complete contract, except for information that is not subject to disclosure under Chapter 552 of the Texas Government Code. Prior to any such upload, Respondent shall provide to CPA requested redactions that comply with Chapter 552 of the Texas Government Code to ensure protection of Respondent's confidential information. Information that is not subject to disclosure under Chapter 552 of the Texas Government Code must be referenced in an appendix that generally describes the information without disclosing the specific content of the information. In submitting a Proposal in response to this solicitation, Respondent acknowledges that it understands and accepts this requirement

Respondent **must initial below EITHER Item 1 or Item 2, as appropriate. DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Respondent certifies the following:

1. _____ Respondent does not assert that any portion of its Proposal is confidential.

OR

2. JC Respondent has stamped in bold red letters the term "**CONFIDENTIAL**" on the specific part or page of the Proposal considered confidential by Respondent. In the table below or as an attachment to this form submitted with the Proposal, Respondent has identified by page number(s) the location of all information in the Proposal asserted to be confidential by Respondent as well as provided an explanation, including any relevant legal authority, for why Respondent reasonably considers the identified portion(s) of its Proposal to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

Page No. of Proposal	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Proposal.

Joseph Connor

Signature of Authorized Representative
Joseph Connor

Printed Name of Authorized Representative

October 3, 2025

Date Signed
Founder and CEO of Odyssey

Title of Authorized Representative

Document	Page No.	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Proposal.
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	7	Company information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	8	Company information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	9	Company information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	21	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	22	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	23	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	25	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	27	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	29	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	29	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	31	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	32	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	37	Performance levels	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	38	Performance levels	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	39	Performance levels	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	40	Cancellations	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	41-45	References	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	76	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	78	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	100	Software Features	Trade secrets
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	103	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	105	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	106	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	107	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	108	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	114	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	119	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	122	Metrics	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	125	Software Features	Trade secrets
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	127	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	136	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	137	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	138	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	140	Marketplace Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	149	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	154	Financial Information	Confidential commercial or financial information

Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	164	Software Features	Trade secrets
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	165	Software Features	Trade secrets
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	167	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	168	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	211	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	212	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	213	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	216	Company information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	218	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	219	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	220	Financial Information	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	234	Data Security	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	235	Data Security	Confidential commercial or financial information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	238	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	239	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	240	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	241	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	242	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	243	Data Security	Security features and vulnerability information
Odyssey Proposal for TX CPA RFP 304-26-1838AH - REDACTED	244	Data Security	Security features and vulnerability information
Odyssey Financial Statements - RFP 304-26-1838AH - Redacted	1	Financial Information	Confidential commercial or financial information
Odyssey Financial Statements - RFP 304-26-1838AH – Redacted	2	Financial Information	Confidential commercial or financial information
Odyssey Financial Statements - RFP 304-26-1838AH - Redacted	3	Financial Information	Confidential commercial or financial information

ATTACHMENT B

Standards of Performance

Good Customer Service is very important to Comptroller. This will include the minimum Standards of Performance in the RFP (Attachment A), any additional Standards of Performance proposed by Contractor and agreed to by Comptroller, and the following:

1. Contractor shall discharge all duties with the judgment, care, skill, prudence and diligence that a reasonable person would use in a similar situation.
2. Contractor shall comply with all laws, regulations, rules, requirements and guidelines applicable to the Services provided including Chapter 29, Subchapter J of the Texas Education Code.
3. Contractor shall submit to Comptroller quarterly reports documenting its compliance with all Standards of Performance as referenced in the Contract, in a format to be mutually agreed upon by Comptroller and Contractor, within thirty (30) days after the last day of each quarter based on the state of Texas' Fiscal Year.
4. Comptroller reserves the right, in its sole discretion, to accelerate the frequency of Contractor's reporting obligations in the event that Contractor fails to meet any deadlines to submit reports under the Contract or in the event that any act or omission by Contractor triggers Comptroller's right to assess liquidated damages as set forth in Section XII.

While Contractor and Comptroller agree that all Standards of Performance are important to successful performance under this Contract, certain measures are noted as strategic measures below ("Strategic Measure") because of their substantial impact on performance and customer satisfaction. To the extent Contractor fails in achieving such goal and is provided written notice of such failure by Comptroller, Contractor shall use commercially reasonable efforts to cure such failure as promptly as possible, but in no event later than thirty (30) days after receipt of such notice, unless Contractor demonstrates and Comptroller concurs in its sole discretion that additional time is reasonably necessary due to circumstances beyond Contractor's control. Comptroller may reduce Contractor's compensation as noted in Attachment E if Contractor fails to meet five (5) or more Strategic Measures as set forth in these Standards of Performance in any given quarter based on the state of Texas' Fiscal Year. The Parties agree and acknowledge that the amounts of set forth in this Attachment B are not intended to be in the nature of a penalty, but are intended to be a reasonable estimate of the amount of damages to Comptroller in the event of the occurrence of any of the related category of listed events. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of contract by Contractor.

The following Performance Standards are applicable to both Application Services and Payment Services:

Customer Service/Call Center

- Abandonment rate of less than 5% measured on a quarterly basis
- 95% of calls answered within 90 seconds after voice response unit is completed; calls are measured quarterly
- Contractor shall maintain a minimum success rate of $\geq 95\%$ for chatbot-to-agent handoffs. A "successful handoff" shall mean that a customer explicitly requesting live assistance is directly connected to a customer service agent without unnecessary redirection or repeated chatbot prompts (Strategic Measure)
- Contractor shall ensure a minimum of $\geq 95\%$ of escalated inquiries are fully resolved by a human customer service agent within three (3) business days of escalation, except in documented cases requiring extended investigation. Resolution shall mean that the customer's issue has been as fully addressed as possible (Strategic Measure)

- Available 8 a.m. to 5 p.m. Central Time (CT) Monday through Friday (excluding federal holidays) (Strategic Measure)
- Spanish-speaking customer service representative available within four (4) business hours of request for such services (Strategic Measure)

Transaction Response Times: End-user transactions within the system must process in a reasonable amount of time

- 95% of total number of end-user transactions per day in under 3 seconds (Strategic Measure)
- 99% of total number of end-user transactions per day in under 5 seconds (Strategic Measure)

System Availability

- System "up time" without Material System Failures of not less than 99.5% per month (Strategic Measure)

"Material System Failure" means the occurrence of any problem with the System that results in the inability of Comptroller, prospective or current Program Participants, to: (i) have full access to and use of all screens, tools, literature and forms, and have full access to log onto and use of, including, but not limited to, full access and ability to log onto accounts to view account status or (ii) to complete a transaction through the Program marketplace. (Strategic Measure)

- Contractor must ensure consistently acceptable system performance during high-volume periods such as initial application windows, peak customer service periods, and funding disbursement cycles. These periods should not degrade uptime or user experience below acceptable levels (Strategic Measure)
- Comptroller should be notified, in advance whenever possible, if the System will be down more than four (4) off-peak hours during any month

Complaints

- 99% of complaints resolved in an appropriate manner within thirty (30) business days or less, measured monthly (Strategic Measure)
- Comptroller notified of significant complaints in writing within two business days of receipt (Strategic Measure)

Customer Satisfaction Survey

- 90% of customers indicating acceptable or better service by Contractor in responding to customer satisfaction survey, such surveys to be conducted by CEO at least quarterly (Strategic Measure)

Reporting:

- Real-time reporting available on baseline application and payment data including, but not limited to, number of applicants, status of applicants (accepted, wait listed, denied), type of Program attended by participants (private schools, online programs, home school), account balances, fund utilization, and expenditures by category. All reports must have the ability to be aggregated and disaggregated by the child's grade level, age, sex, race or ethnicity, zip code, school district of residence, district campus the child would otherwise attend, date of enrollment, lottery category as defined by Sec. 29.356(b) of SB2, and whether the child has a disability. (Strategic Measure)

The following additional Performance Standards are applicable to either Application Services or Payment Services as noted, with "good order" meaning an application or request is accurate, legible, completed in full, and signed by the authorized signatory (if required) with any required supplemental information, documentation, or payment attached:

Application Services:

- 100% of applications submitted in good order processed within five (5) business days of receipt
- 100% of acceptable applications prioritized within ten (10) business days of close of open enrollment (Strategic Measure)
- 100% accuracy in processing applications and maintaining wait list for applications received in good order
- Notifications to applicants of acceptance, non-acceptance or wait listed within ten (10) business days of Comptroller signoff
- 100% of customer correspondence received through Contractor's designated electronic mail, telephone, and chat responded to within five (5) business days
- Contractor must maintain a satisfactory and timely process, one that is mutually agreed upon by Comptroller and Contractor, for providers, vendors and families to edit or correct applications after submission, including a mechanism for tracking changes and resubmission timelines without always requiring families to restart or create a new application (Strategic Measure)
- Contractor must aggregate and verify applicant income in the most efficient and accurate manner, using the IRS Income Verification Express Service (IVES) to directly verify reported income or an alternate process, or a combination, to ensure accurate and comprehensive income verification (Strategic Measure)

Payment Services:

- 95% of payment requests processed within ten (10) business days after the date the request is received in good order.
- At least 99.5% accuracy in deploying payment to the correct party on a quarterly basis, and Contractor shall promptly correct any errors identified.
- 100% accuracy in approving qualified educational service providers and vendors, based on the information provided by the educational service provider and vendors.
- 100% of customer correspondence responded to within five (5) business days
- Review of applications from education service providers and vendors of educational products within fifteen (15) calendar days of receipt of applications in good order with recommended action to Comptroller (Strategic Measure)
- Follow up with education service providers and vendors of educational products to resolve incomplete applications within fifteen (15) days of receipt of applications not in good order (Strategic Measure)
- Education service providers and vendors of educational products added to the marketplace within thirty (30) calendar days of approval by Comptroller and submission and approval of individual offerings.

Appeals Process:

- At least thirty (30) days after the launch of each of the following, Contractor shall implement and maintain the appropriate respective appeals process to allow either participating or prospective applicants, participating or prospective providers of educational services, or participating or prospective vendors of educational products to appeal administrative decisions made by the Comptroller or Contractor, including but not limited to decisions regarding categories such as eligibility, non-acceptance, payment distribution, or removal from the Program; initial acceptance of provider applications; initial acceptance of participant applications; or initial payment distributions to providers (Strategic Measure)
- Contractor shall provide written notice to participating or prospective applicants, participating or prospective providers of educational services, and participating or prospective vendors of educational products of any administrative decision affecting Program participation within ten (10) calendar days of decision by the Comptroller or Contractor. Such notice shall include clear instructions for initiating an appeal to the Comptroller, including required forms or link to required forms, deadlines, and contact information (Strategic Measure)
- Contractor shall maintain comprehensive records of all appeals, including the nature of the decision, communications with the participating or prospective applicants, participating or prospective providers of

educational services, and participating or prospective vendors of educational products and the resolution status (Strategic Measure)

- Contractor shall provide appeal-related data and documentation to the Comptroller upon request and shall cooperate fully with any audit or review of appeals conducted by the Comptroller or SAO (Strategic Measure)
- Contractor shall provide reasonable assistance to participating or prospective applicants, participating or prospective providers of educational services, and participating or prospective vendors of educational products navigating the appeals process, including but not limited to customer service support and informational resources in English and Spanish (Strategic Measure)

ATTACHMENT C

Key Personnel and Marketing

1. Personnel:

Contractor should insert a chart listing Key Personnel assigned to the Services, noting the name, role/responsibility, title, and contact information for each person listed. Such Key Personnel may be changed from time to time after written notice from Contractor and written approval by Comptroller's Primary Project Manager, as detailed in Section IV (Personnel; Subcontractors).

2. Marketing:

A. General. Contractor agrees to hire a Comptroller-approved marketing firm and coordinate with Comptroller to create and implement an effective strategy to promote awareness of the Program based on Program goals to be defined by the Comptroller. Strategies should consider all stakeholder segments, including potential applicants, education service providers, vendors of educational products, special interest groups, and nonprofit and community-based organizations. Strategies should reach priority areas in line with applicant prioritization outlined in Section 29.356(b) of the Texas Education Code. Contractor will propose and track Key Performance Indicators (KPI) to measure progress against Program goals.

B. Annual Marketing Plan. The marketing strategy for each Fiscal Year shall be presented to the Comptroller's Primary Project Manager in the form of an annual marketing plan ("Marketing Plan"). All marketing activities and deliverables for the Program, including, but not limited to, websites, forms, documents, collateral, and event attendance and sponsorship must be preapproved in writing by Comptroller's Primary Project Manager.

Within forty-five (45) calendar days of the Effective Date of this Contract and on or before May 1 prior to the beginning of each subsequent Fiscal Year beginning in May 2026 for Fiscal Year 2027 and continuing throughout the Contract Term, Contractor shall provide to Comptroller a proposed annual Marketing Plan for the Services in a format designated by Comptroller. The annual Marketing Plan for each Fiscal Year must be approved in writing by Comptroller prior to its implementation, including any expenditures related to such Annual Marketing Plan. Contractor is authorized to approve media spend in accordance with the Comptroller-approved Marketing Plan.

Contractor shall utilize Contractor's marketing department and resources to develop, build, and host the website(s) as approved by Comptroller. Contractor will use internal resources of marketing personnel of copywriters, editors, designers, and professional printing to satisfy all aspects of creation, distribution and fulfillment of Comptroller-approved marketing collateral, such as brochures and forms, the participant handbook, and instruction guides and/or videos for prospective participants, Program Participants, and providers of educational services and products.

C. Marketing Commitment. Contractor agrees to provide funding annually each Fiscal Year of the Contract beginning with Fiscal Year 2026 for the purpose of promoting awareness of the Program to prospective applicants, Texas accredited private schools, education service providers, and vendors of educational products ("Marketing Commitment"). If, in any given Fiscal Year, the full Marketing Commitment is not spent for any reason, such unspent amount shall roll over into the following Fiscal Year and so on. Upon termination of this Contract, Contractor shall remit any unspent Marketing Commitment to Comptroller for the benefit of the Program. The phrase "unspent Marketing Commitment" does not include funds committed or obligated by Contractor for Comptroller-approved media authorization plans, contracts, purchase orders, or other binding agreements for marketing activities that cannot be cancelled by Contractor to the extent Contractor has paid or is legally obligated to pay such funds (i.e., if Contractor is able to

cancel for no cost or a lower cost than the full amount obligated, only the amount actually paid or to be paid by Contractor shall be excluded from the unspent Marketing Commitment) (“non-cancellable media”). Contractor shall provide sufficient documentation to Comptroller regarding such non-cancellable media demonstrating the amount that Contractor has paid or must legally pay for the non-cancellable media.

D. Marketing Firm. Contractor shall work with and coordinate with Comptroller to identify and engage a marketing firm approved by Comptroller within thirty (30) calendar days of the Effective Date. Contractor shall work with and coordinate with the marketing firm and Comptroller in developing the annual Marketing Plan.

E. Marketing/Outreach Reports. Contractor shall provide Comptroller with monthly reports for the Program regarding marketing expenditures and activities for the previous month, including copies of all promotional materials and advertisements. Contractor shall include with the monthly marketing reports copies of all supporting documentation (*i.e.*, invoices) for the marketing expenditures, and performance analysis on selected campaigns or activities. Each marketing report is due to Comptroller within thirty (30) calendar days following the end of the month to which the marketing report applies.

F. Accessibility. Contractor shall be responsible for ensuring compliance with all state; federal; ADA; Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d); and other applicable regulatory requirements, laws, rules, and statutes (“Accessibility Standards”) for all collateral, Program documents, forms, websites, videos, and other deliverables produced by Contractor for the Program.

Contractor must exercise its reasonable efforts to comply with all Accessibility Standards and Comptroller rules and policies in developing and providing all marketing deliverables, including, but not limited to, Program websites, forms, documents, and collateral, as each may be updated or amended during the Contract Term.

G. Intellectual Property (IP) Protection. Contractor shall not display or distribute any Item whether tangible or digital that contains the Program’s name or logo unless first approved in writing by Comptroller. For the purpose of this section, the term “Item” shall refer to and include all of, but not be limited to, the following whether digital or tangible that includes the name and/or logo of the Program: all marketing collateral, including application forms, brochures, handbooks, fliers, and documents required for the delivery of Services (as described in Section XIV (Property Rights)); forms on the website; fulfillment materials; service mailings to participants; advertising; direct marketing efforts, including outreach campaigns, and direct mail; letters; emails; newsletters; radio scripts; television scripts; audio and video recordings; applications; account maintenance forms; forms; and press releases for the Program. “Item” does not include outreach collateral or advertising material that is created and implemented independently by Comptroller. Contractor shall submit Items to Comptroller for review as early as practicable, but in no case shall Contractor submit Items for review less than five (5) full business days before the date by which Contractor needs a response (“Response Date”) for Items that are five (5) pages or less in length, or less than ten (10) full business days before the Response Date for Items that are more than five (5) pages in length. Contractor shall review all such Items thoroughly for accuracy prior to submission to Comptroller. Comptroller agrees to review all Items promptly and will indicate its approval, disapproval, or request for additional time to review in writing by the Response Date.

ATTACHMENT D

Project Work Plan

Contractor shall comply with the final Comptroller-approved Project Work Plan, as provided in this Attachment D. Changes to the Project Work Plan may be approved in writing by Comptroller without need for an amendment to the Contract. The Parties agree that the Project Work Plan provides the most successful path to implementing the program.

Texas ESA Project Plan

Event	Start	End	# of Days	Comments
Project Kick-Off & Mobilization	10/1/2025	10/15/2025	15	
Implementation Kick-Off Meeting	10/1/2025	10/2/2025	2	Require points of contacts for items like schools, TEA, integration agencies ect.
Confirm primary points of contact	10/1/2025	10/15/2025	15	
Confirm communication methods and project management tools	10/1/2025	10/15/2025	15	
Create centralized Texas ESA Knowledge Center/Handbook	10/13/2025	10/15/2025	3	
Begin draft of Marketing Plan (to be completed in 30 days)	10/1/2025	10/15/2025	15	Initial marketing plan will be finalized and delivered during "Discovery and Requirements" gathering
Receive finalized list of approved private schools	10/15/2025	10/15/2025	1	
Receive list of pre-approved vendors	10/15/2025	10/15/2025	1	
Discovery and Requirements Gathering	10/16/2025	11/17/2025	33	
Finalize Marketing Plan	10/16/2025	10/31/2025	16	Marketing milestones will be incorporated into the project work plan once available
Launch Marketing Campaign	10/31/2025	10/31/2025	1	
Confirm integration/method for income	10/16/2025	11/17/2025	33	If API is available, a technical specification is required by 10/31
Confirm integration/method for residency	10/16/2025	11/17/2025	33	If API is available, a technical specification is required by 10/31
Confirm integration/method for student citizenship	10/16/2025	11/15/2025	31	If API is available, a technical specification is required by 10/31
Confirm integration/method for TEA public school enrollment	10/16/2025	11/15/2025	31	If API is available, a technical specification is required by 10/31
Confirm integration/method for Pre-K enrollment	10/16/2025	11/15/2025	31	
Confirm integration/method for TEA student disability tier	10/16/2025	11/17/2025	33	If API is available, a technical specification is required by 10/31
Submit Texas Cyberstar application	10/30/2025	10/30/2025	1	Cyberstar Manual
Begin configuration of School Registration Portal	10/30/2025	11/17/2025	19	
Begin configuration of Vendor Registration Portal	10/30/2025	11/17/2025	19	
Launch version 1 of FAQs and Handbook	11/15/2025	11/17/2025	3	
Finalize Eligibility Engine Requirements for Parent Application	10/16/2025	11/17/2025	33	
Finalize Eligible Expense taxonomy and marketplace restrictions	11/3/2025	11/17/2025	15	This is the list of eligible products and services. Odyssey also will configure marketplace restrictions.
Finalize methodology for populating and utilizing the waitlist	11/3/2025	11/17/2025	15	
Finalize "Flow of Funds"	11/3/2025	11/17/2025	15	This constitutes the flow of funds from Texas to Odyssey to Schools/Vendors. Alignment on this process can occur during a later phase, but must be completed prior to marketplace launch, including bank selection and integration.
Go-Live for initial Parent Customer Support Channels	11/18/2025	11/18/2025	1	Initial channels open for parent inquires
School, Vendor and Parent Application Configurations and Launch	11/18/2025	1/27/2026	71	
Test School Registration Portal	11/18/2025	12/1/2025	14	
Test Vendor Registration Portal	11/18/2025	12/1/2025	14	
API configuration and testing	11/18/2025	1/27/2026	71	Includes all APIs Odyssey has access to based on discovery and requirements gathering
Finalized Parent Application copy	11/18/2025	11/18/2025	1	
Configure and test Parent Application & Eligibility Engine	11/18/2025	1/27/2026	71	
Launch School Registration	12/2/2025	12/2/2025	1	Subject to launch earlier dependent upon approved school list and requirement gathering
Launch Vendor Registration and Application	12/2/2025	12/2/2025	1	
Configure metrics and reporting for School and Vendor registrations	12/2/2025	12/9/2025	8	
Odyssey Customer Support Go-Live for all support channels	12/2/2025	12/2/2025	1	
Launch Vendor Offering Submission	1/20/2026	1/27/2026	8	Allows for approved vendors to submit marketplace offerings for review
UAT Parent Application and Student Eligibility #1	1/6/2025	1/10/2025	5	
UAT Parent Application and Student Eligibility #2	1/13/2025	1/17/2025	5	
System User Load Testing	1/20/2025	1/28/2025	9	
UAT Parent Application and Student Eligibility #3	1/20/2025	1/28/2025	9	
Parent Application Launch, Processing and Close	2/4/2026	3/20/2026	45	
Launch Parent Applications and Student Eligibility	2/4/2026	3/20/2026	45	Launch date is dependent on build out of necessary integrations with other agencies for income, residency, public school enrollment, and disability tier. Parent notification for student status will occur automatically during application period.

Event	Start	End	# of Days	Comments
Launch School ability to confirm enrollment and set tuition	2/4/2026	6/26/2026	143	This is an ongoing process that kicks off as soon as parents begin selecting schools
Launch Internal Admin Tool	2/4/2026	2/4/2026	1	Dependent upon parent application launch date; can be made available to Comptroller team
Reporting Metrics and Dashboards for Student Eligibility	2/4/2026	2/13/2026	10	Dependent upon parent application launch date
Close student applications and finalize initial applicant list	3/20/2026	3/20/2026	1	Dependent upon parent application launch date

Applicant Prioritization and Due Diligence	3/23/2026	5/1/2026	40	
Perform deduplication checks for student applications	3/23/2026	4/15/2026	24	
Perform final checks with TEA public school enrollment data and student disability information	4/16/2026	4/30/2026	15	Final checks conducted with TEA; subject to agreed upon methods discovered during requirements gathering. These checks may be reoccurring based on necessary requirements/
Finalize prioritized students and waitlist	4/16/2026	5/1/2026	16	
Finalize funding allocation per student	4/16/2026	5/1/2026	16	Includes checks for SPED students and adjusted funding amounts per disability tier.
Begin configuration of the Marketplace and Tuition Portal	4/30/2026	5/1/2026	2	
Status update for "Approved - Awaiting Opt In" students	5/1/2026	5/1/2026	1	

Funding and Marketplace Launch	5/2/2026	7/9/2026	69	
Test Student Portal and Digital Wallet	5/2/2026	6/11/2026	41	
Test Tuition Payment Portal	5/2/2026	6/11/2026	41	
Configure Marketplace restrictions	5/2/2026	5/20/2026	19	
Test Marketplace	5/21/2026	6/18/2026	29	
Launch Tuition and Marketplace	7/1/2026	7/1/2026	1	
Reporting Metrics and Dashboards for Tuition and Marketplace	7/1/2026	7/9/2026	9	

ATTACHMENT E**Cost of Services****1. The type of Services to be provided:**

Program Application and Payment Services

2. Cost of Services

Fiscal Year		Cost of Services	Marketing Commitment Included in Cost of Services	Notes
Initial Contract Term (Contract Effective Date-8/31/27)				
Fiscal Year 1	Contract Effective Date-8/31/26	\$13,000,000	\$2,010,000	
Fiscal Year 2	9/1/26-8/31/27	\$13,000,000	\$2,010,000	
Optional Renewal Term (9/1/27-8/31/29)				
Fiscal Year 1	9/1/27-8/31/28	\$13,000,000	\$2,010,000	
Fiscal Year 2	9/1/28-8/31/29	\$13,000,000	\$2,010,000	

3. Reduction in Cost of Services

If Contractor fails to meet five (5) or more Strategic Measures, as detailed in Attachment B, in a given quarter based on the Fiscal Year, Comptroller may, in its sole discretion, reduce the Contractor's compensation for the following quarter by two percent (2 %), effective on the first day of the quarter. However, if Contractor remedies each of the failed Strategic Measures for the given quarter following the quarter in which the Contractor's compensation was reduced, such reduction shall be restored on a going-forward basis effective on the first day of the quarter immediately following the quarter in which the remediation occurred. For purposes of tallying the number of failures to meet Strategic Measures, each individual instance of failing to meet a Strategic Measure shall count as one failure to meet a Strategic Measure. *See Attachment B* for more detail.

4. Payment Schedule

A. Cost of Services: Comptroller shall pay Contractor a flat monthly fee for all Services provided under this Contract, excluding Marketing Commitment, which shall be paid as provided in Item 4(B).

- For Fiscal Year 1 (Effective Date through August 31, 2026), the monthly fee shall equal the Cost of Services in the amount of \$13,000,000, less the Marketing Commitment in the amount of \$2,010,000 for a total of \$10,990,000, divided into equal monthly installments calculated based on the number of months remaining in the Fiscal Year beginning with the month including the Effective Date. Thereafter, the total shall be divided into twelve (12) equal monthly installments.
- Contractor may present an invoice to Comptroller at the end of each month in which Services are performed for the flat monthly fee to be determined as detailed above. Comptroller will pay Contractor subject to Section VII (Payments), Section VI (Evaluation and Acceptance), Section XII (Liquidated Damages), and Section 15.33 (Debts and Delinquencies Affirmation).

B. Marketing Commitment:

- The Marketing Commitment to be transferred to Contractor by Comptroller shall be \$2,010,000 per Fiscal Year to be paid within ten (10) business days following the approval of the Marketing Plan.
- Contractor shall expend the Marketing Commitment in accordance with the Comptroller-approved Marketing Plan for each Fiscal Year.
- Contractor shall provide to Comptroller within fifteen (15) calendar days of each month end a monthly accounting of marketing expenses paid from the Marketing Commitment in the previous month, along with supporting documentation for each payment. Contractor and Comptroller shall each maintain a spreadsheet tracking the annual Marketing Commitment against expenses paid and shall reconcile the spreadsheets monthly. Contractor shall promptly respond to requests from Comptroller for additional information regarding the marketing spend. Any expenses paid by Contractor from the Marketing Commitment not included in the Comptroller-approved Marketing Plan shall be disallowed and shall be at Contractor's expense.

ATTACHMENT F

Respondent Questionnaire

The Respondent Questionnaire is incorporated by reference for all purposes into this Contract as Attachment F.

ATTACHMENT G

HUB Subcontracting Plan

Contractor shall comply with the final executed HUB Subcontracting Plan, which is incorporated by reference for all purposes into this Contract as Attachment G.

ATTACHMENT H

Contractor's Proposal

Contractor's Proposal dated August 4, 2025, is incorporated by reference for all purposes into this Contract as Attachment H.

ATTACHMENT I



Comptroller
of Public
Accounts
FORM 70-223
(Rev. 8-22/23)

Texas Comptroller of Public Accounts Confidential Treatment of Information Acknowledgment (CTIA)

I have read and understand the Comptroller's Summary Public Information Disclosure Manual, a copy of which has been made available to me. I understand that confidential information made available to me by the Comptroller's office may include the Comptroller's own information and information held by the Comptroller's office from other entities. I understand that confidential information is to be held in strictest confidence, and I will act in accordance with applicable federal and state laws, regulations and Comptroller policy with regard to the safekeeping and disclosure of confidential information. I understand that I am not to use such information to the detriment of the Comptroller's office or the State of Texas.

I understand that it is my responsibility to consult with the Comptroller's office and obtain approval to disclose confidential information made available to me, and to ensure that any and all disclosures I make are made to people or entities authorized to receive such information.

I understand that I shall either return to the Comptroller's office or destroy any confidential information in my possession according to Comptroller guidelines, when I no longer require such information for authorized purposes.

I understand that computer system password(s) I receive or devise to access computer systems, which may be made available to me for my use by the Comptroller's office, are confidential. I will not disclose to any unauthorized person any password(s) which I am given or devise, and I will not write such password(s) or post them where they may be viewed by unauthorized people. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of my password(s). I understand that use of a password not issued specifically to me, or to a group of which I am a member, is expressly prohibited.

I understand that criminal and/or civil penalties and/or civil damages may apply if I obtain unauthorized access to, or make an unauthorized disclosure or inspection of, certain types of confidential information (e.g., IRS Federal Taxpayer Information, Protected Health Information, Sensitive Personal Information). Such penalties and/or damages may include, but are not limited to, the following:

- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$4,000 fine (Texas Labor Code §301.085);
- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$1,000 fine (Texas Tax Code §171.361);
- a misdemeanor, punishable by up to 180 days in jail and/or up to a \$2,000 fine (Texas Tax Code §22.27(c));
- a felony, punishable by up to 5 years in prison and/or a fine of up to \$5,000 (26 USC. §7213);
- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$1,000 fine (26 USC §7213A);
- civil damages equal to sum of the greater of \$1,000 for each unauthorized inspection/disclosure or sum of actual damages sustained plus punitive damages for gross negligence, and the cost of action (26 USC §7431); and
- civil and criminal penalties related to criminal justice information (28 CFR §20.25).

I understand that an attempt to circumvent any computer security system or other security control by any means is a violation of Comptroller policy. I also understand that failure to observe these restrictions may constitute a "Breach of Computer Security" as defined in Texas Penal Code, Section 33.02(b), and that such an offense constitutes a Class B misdemeanor, a state jail felony, or a felony of the first, second or third degree.

I understand that any copyrighted material including, but not limited to, commercial computer software, which may be made available to me for my use by the Comptroller's office, is protected by copyright laws and is not to be copied for any reason without permission from the copyright owner. I understand that the violation of copyright laws, including computer software, may result in fines and/or imprisonment.

By my signature hereon, I acknowledge my understanding of the contents of this form and the continued applicability of these provisions after my access to confidential information and computer systems has been terminated.

Printed name of person requesting access Joseph Connor, Founder and CEO	Name of employer Primary Class, Inc. DBA Odyssey
Signature of person requesting access sign here ☐ <i>Joseph Connor</i>	Date October 3, 2025
Work phone (Area code and number) 212-457-4074	Work email address joe@withodyssey.com

For general questions regarding this form, contact the Comptroller's Information Security Office by calling 512-936-5671.

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at 1-800-531-5441, ext. 6-6057.

ATTACHMENT J

CONTRACTOR CYBERSECURITY TRAINING ATTESTATION FORM

Texas Comptroller of Public Accounts (CPA)

Attestation of Contractor Compliance with State of Texas Cybersecurity Training Requirements

Contractor Name:	
CPA Purchase Order Number:	
Contract Description:	

In accordance with [Section 2054.5192](#) of the Texas Government Code, the contractor identified above (“Contractor”) shall ensure that any employee or subcontractor who has access to a CPA computer system or database in performing services under the contract identified above (Contract) has completed a cybersecurity training program certified by the Texas Department of Information Resources (DIR) on an annual basis during the term of the Contract and during any renewal periods.

Please identify the completed course(s) from the list of [Department of Information Resources \(DIR\) Certified Training Programs](#). CPA will only accept attestation for DIR-certified training programs. CPA’s security awareness training includes DIR-certified training programs in compliance with [Section 2054.519](#) of the Texas Government Code.

Contractor must complete, sign, and return this form to CPA no later than sixty (60) calendar days following Contract award and each anniversary thereafter during the term of the Contract, including any renewal periods. Contractor must email the completed and signed form to CPA at contract.administration@cpa.texas.gov and reference “Cybersecurity Training Attestation” and the purchase order number in the subject line.

By signing below, Contractor hereby certifies that all applicable employees or subcontractors have completed a DIR-certified cybersecurity training program in accordance with by Section 2054.5192 of the Texas Government Code.

[Contractor Entity Name]

Signature:

Printed Name:

Title:

Date:

ATTACHMENT K

REMOTE ACCESS REQUEST


[PRINT FORM](#)
[CLEAR FORM](#)
[SAVE FORM](#)

Remote Access Request

To be completed by the CPA Division Security Coordinator

If user has a CPA-issued laptop, this form is not needed. Issuing of the CPA laptop is approval for remote access.

First name of individual		Last name of individual		Division	Section
Phone (Area code and number)	Email			DSC name	
Vendor name (if applicable)		CPA Manager who manages Contractor (if applicable)		P. O. number (if applicable)	User Access ID (ACID)
Computer operating system currently supported:					
☐ Windows (Version) _____ ☐ Mac OS (Version) _____ ☐ Other OS (Version) _____					

Request Options

Type of Access Needed

☐ VPN limited to RDP/VNC/SSH
 ☐ VPN site-to-site
 ☐ Virtual Desktop (DSC Request)
 ☐ Web-based remote access (WebEx, GoToAssist, etc.)

Type of Personnel

☐ CPA Employee
 ☐ On-site Vendor, Contractor, or 3rd Party
 ☐ Off-site Vendor, Contractor, or 3rd Party

Agreement and Certification for Remote Access Users *(Please read and sign.)*

I agree to abide by all provisions of the CPA Information Protection Policies and Standards (IPPS) and the Remote Access Terms and Conditions for CPA and Trust systems and certify that all information provided above is complete and accurate.	
Printed name	Phone (Area code and number)
	Date

Division Manager Approval

I approve this remote access request as identified above.	
Printed name	Phone (Area code and number)
	Date

Explain Access Needs

If VPN or Web-based Remote Access are selected, please explain the systems and applications the vendor, contractor or third party will be accessing while doing work or supporting CPA applications and systems. <i>(Please provide detailed information such as application name, server name and/or IP address. Example: Accessing the following systems: D12345, Server1 and Server2).</i> Note: This form is used to identify any special network needs that may be required. It does NOT give the user access to these systems. To get access to a system, a Division Security Coordinator must submit a separate access request.

Form 70-286 (Back)(Rev. 8-20/12)

IT Security and Data Operations Area Manager (VPN access for Vendor, Contractor or Third Party only)

I have reviewed the information provided above and approve this remote access request as identified above.	
Printed name	Phone (Area code and number)
	Date

IT Customer Service Area Manager (VPN access for Vendor, Contractor or Third Party only)

I have reviewed the information provided above and approve this remote access request as identified above.	
Printed name	Phone (Area code and number)
	Date

Chief Information Security Officer Approval (VPN access for Vendor, Contractor or Third Party only)

I have reviewed the information provided above and approve this remote access request as identified above.	
Printed name	Phone (Area code and number)
	Date

Chief Information Officer Approval (VPN access for Vendor, Contractor or Third Party only)

I approve this remote access request as identified above.	
Printed name	Phone (Area code and number)
	Date

CPA Remote Access Terms and Conditions for CPA and Trust Systems

- The type of remote access into CPA systems is limited to Remote Desktop Protocol (RDP), Secure Shell (SSH) and CPA initiated Web-based remote access (e.g. WebEx, GoToAssist). Any other remote access method must be approved by the CPA IT Security and Data Operations Area, IT Customer Service Area, the Chief Information Security Officer, and the Chief Information Officer.
- Users must adhere to and follow the CPA Information Protection Policies & Standards (IPPS).
- CPA remote access must be used for CPA business purposes only, and such use must not constitute a conflict of interest with the agency.
- Users are prohibited from using CPA remote access to CPA systems to engage in any activity that is illegal under state, federal or local law.
- Users are prohibited from using CPA remote access to CPA systems to engage in any activity that may cause congestion or disruption of the network.
- Users are prohibited from using CPA remote access to perform actions, view, transmit or otherwise access content that involve:
 - obscene or pornographic content,
 - gambling,
 - political activity,
 - illegal content and
 - malicious activity.
- Users are prohibited from disclosing authentication information used to obtain CPA remote access to any other person.
- CPA remote access is subject to monitoring and security testing by CPA.
- Access may be terminated at any time without prior notice as deemed necessary by CPA.

Route completed form to: **Help Desk, IT Client Support**
LBJ State Office Building
111 E. 17th St.
Austin, TX 78774

Office phone: 512-463-4357
 Email: helpdesk@cpa.texas.gov

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact the Comptroller's office with such request.