STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

MASTER COOPERATIVE CONTRACT

STACKNEXUS INC

1 INTRODUCTION

1.1 Parties

This contract for Deliverables Based Information Technology Services (DBITS), (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and STACKNEXUS INC, a New York For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 1401, 21st Street, Suite 210, Sacramento, California, 95811. This contract becomes effective on the date on which the last party to sign affixes its signature.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-593, on February 20, 2025, for Deliverables Based Information Technology Services (DBITS) (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-593, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

For transactions under this Contract, the order of precedence shall be as follows:

1. This Master Cooperative Contract;
2. Appendix A, Standard Terms and Conditions;
3. Appendix B, Successful Respondent's then-current Historically Underutilized Business Subcontracting Plan;
4. Appendix C, Awarded Categories;
5. Exhibit 1, RFO DIR-CPO-TMP-593, including all Addenda;
6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-593, including all Addenda.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term" and together with the "Initial Term," the "Term"). Prior to expiration of the Initial Term and each Renewal Term (excluding the final Renewal Term), this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal. Additionally, DIR, in its sole discretion, may extend the final Renewal Term by up to ninety (90) days under the then-current terms and conditions upon thirty (30) days written notice to Successful Respondent.

3 SERVICE OFFERINGS

Services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-593 for deliverables-based information technology services. The services available under this Contract are provided in Appendix C, Awarded Categories. At DIR's sole discretion, Successful Respondent may make changes or make additions to its service offering by a mutually agreed amendment, provided that any changes or additions must be within the scope of the RFO.

4 PRICING

Pricing for services under this Contract will be directly negotiated by Customer and Successful Respondent and shall be set forth in the applicable Statement of Work. Pricing shall include the DIR Administrative Fee (as defined below).

5 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths

of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. Successful Respondent shall not invoice Customers for the DIR Administrative Fee as a separate item or charge on any Invoice.

C. DIR reserves the right to change the DIR Administrative Fee during the Term, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

D. The DIR Administrative Fee for any Customer purchase shall be the rate in effect on the date of the Purchase Agreement.

6 CONTRACT WEBPAGE REQUIREMENTS

In addition to the requirements listed in Appendix A, Section 8.4, Internet Access to Contract and Pricing Information, Successful Respondent shall include the following with its webpage:

A. SOW Instructions and link to DBITS page (http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=41); and

B. Warranty policies.

7 USE OF DESIGNATED RESELLERS

Successful Respondent shall not use designated resellers.

8 NOTIFICATION

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to this Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) Business Days after being mailed via United States Postal Service. All notices under this Contract shall be sent to a party at the respective address indicated below or to another address as the party shall have notified the other party in writing.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: dircontractmanagementoffice@dir.texas.gov

With copy to the DIR Contract Manager. *See* Appendix A, Section 10.2, Contract Managers.

If sent to Successful Respondent:

Suman Akula
STACKNEXUS INC.
1401, 21st Street, Suite 210
Sacramento, California, 95811
Phone: (518) 265-3060
Email: suman@stacknexus.io

Notices issued pursuant to a Purchase Agreement between Successful Respondent and Customer shall be made in accordance with the Purchase Agreement.

9 ADDITIONAL AGREEMENTS

9.1 Definition of Additional Agreements

"Additional Agreements" include any terms and conditions governing products or services purchased under this Contract that are incorporated into or made applicable to a Purchase Agreement but are not included in the list of documents in Section 1.3, Order of Precedence, hereof. Additional Agreements may be included in, but are not limited to, a Statement of Work, fiscal purchase orders, software licensing agreements, service agreements, leasing agreements, or any linked, click-through, supplemental, or affixed terms or conditions, regardless of when such additional terms and conditions are incorporated into or made applicable to a Purchase Agreement. For the avoidance of

doubt, Additional Agreements include terms and conditions governing products or services purchased under this Contract that are incorporated by the publisher or manufacturer of the product or service.

9.2 Authority to Enter Into Additional Agreements

A. Subject to the conditions in this Section, Successful Respondent and a Customer may enter into Additional Agreements. The terms and conditions of such Additional Agreements will be reviewed, negotiated, and agreed upon between the Customer and Successful Respondent. DIR has not reviewed and will not review any Additional Agreements, and is not a party to any Additional Agreements.

B. Amendments or updates to Additional Agreements shall not be made without Customer's express consent, unless Customer has expressly agreed otherwise.

9.3 Precedence of Contract

A. All Additional Agreements are subject to the Contract. The terms and conditions of the Contract shall take precedence over any conflicting terms and conditions of any Additional Agreement. Successful Respondent and Customers may not alter this order of precedence.

B. If any Additional Agreement purports to take precedence over or supersede the terms and conditions of the Contract, the conflicting terms and conditions will be void and inapplicable to the Contract and the Purchase Agreement. Successful Respondent will be nonetheless obligated to perform the applicable Purchase Agreement without regard to the conflicting terms and conditions, unless Customer elects instead to terminate such Purchase Agreement, which may be considered a termination for cause in accordance with Section 12.5.3, Appendix A, Standard Terms and Conditions.

10 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

STACKNEXUS INC

Authorized By: Signature on File

Name: Suman Akul

Title: CEO

Date: 5/20/2026 | 9:28 AM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/22/2026 | 2:08 PM CDT

Office of General Counsel: Initial on File

Date: 5/22/2026 | 2:06 PM CDT