FUNDRAISING

Professional Services Agreement

This Professional Services Agreement is effective as of the date last signed below ("Effective Date") by and between Community Counselling Service Co., LLC, with an office at 155 N Wacker Dr Suite 1790, Chicago, IL 60606 ("CCS") and Texas Southern University, with an address at 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004 ("Client") (each, a "Party" and collectively, the "Parties") and consists of (1) the Scope of Work and (2) the Standard Terms and Conditions (collectively, the "Agreement").

For and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

1. ENGAGEMENT

Client engages CCS to provide campaign planning and development services as specified in this Scope of Work.

2. PERIOD OF SERVICE AND TERM OF AGREEMENT

CCS shall provide the services contemplated hereby during the term of this Agreement which shall be the period beginning August 4, 2025 and ending November 21, 2025 (or on such earlier date as of which this Agreement shall be terminated in accordance with the provisions hereof) (the "Term"). At the conclusion of this engagement Client will have the option to extend CCS's services under this Agreement. Client will notify CCS of this decision at least thirty (30) days prior to the end of the Term

3. FEES AND PAYMENT SCHEDULE

Client shall pay CCS a total fee of $180,000 for the Term (the "Fees").

For the purposes of billing, CCS defines a month of services as a four-week period (the "Billing Month"). CCS's Fees are payable in accordance with the following payment schedule, which reflects a professional engagement of five Billing Month(s).

Service Period	Payment Date	Payment Amount
August 4, 2025-August 29, 2025	August 15, 2025	$51,000
September 1, 2025-September 26, 2025	September 15, 2025	$51,000
September 29, 2025-October 24, 2025	October 15, 2025	$39,000
October 27, 2025-November 21, 2025	November 15, 2025	$39,000
	Total Payments: 4	**Total Fees Paid: $180,000**

CCS's professional fee standards are updated every calendar year to reflect annual business cost increases. Unless the Parties mutually agree in writing to a different rate or payment schedule, the Billing Month rate in each year subsequent to the Effective Date will be increased per Billing Month by 5% above the Billing Month rate of the prior calendar year. This provision shall apply to fees that may be payable under extensions or auto-renewals (if applicable).

The obligation of Client to pay the Fees is not dependent on the amount of funds raised; Fees are for services described in this Agreement.

Pursuant to the services, an initial 10,000 Wealth Engine record screenings shall be included within the Fees.

Additional service days will be billed at a daily rate of $2,125 per CCS Director if services are delayed for reasons caused by Client (in which case CCS will endeavor to give Client prompt notice of such reasons so that Client has an opportunity to correct them and avoid the delay). If services are delayed because of a force majeure event or for reasons caused by CCS, CCS will continue the services at no additional charge until completion.

CCS has provided to Client an IRS Form W-9 prior to or simultaneously with the execution of this Agreement and shall provide an IRS Form W-9 for future years at such times reasonably requested by Client. Client will report any amounts paid to CCS by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. SERVICES

The services provided by CCS will include:

Feasibility Study Services:

- Conduct historical fundraising analysis of the last three to five years
- Conduct systems, structures & strategies assessment to understand current fundraising strengths, weaknesses, opportunities and threats
- Develop custom predictive model(s) based on Client's constituent database
- Undertake wealth screening to collect metrics (up to 10,000 records)
- Segment the prospects identified through the wealth screening exercise to highlight top major gift potential
- Conduct Monte Carlo simulations to evaluate fundraising scenarios and provide probabilistic forecasts
- Create materials needed during the engagement: interview request letter, preliminary case for support, questionnaire, preliminary table of gifts, and survey form
- Discussions with a minimum of 40 individuals conducted by the CCS team
- Develop and distribute electronic survey
- Provide interim pulse report outlining evaluations to date
- Provide final report of findings, evaluations, and recommendations on how to proceed

5. CLIENT RESPONSIBILITIES

Client agrees to provide, and shall cause its directors, officers, employees, accountants, consultants, agents and other representatives to provide, all reasonable cooperation (including with respect to timeliness) in connection with the performance of the services as may be reasonably requested by CCS, including (i) reasonable participation in meetings and conference calls (telephonic and/or video),

(ii) using commercially reasonable efforts to furnish CCS with financial and other information as may be reasonably requested by CCS, and (iii) otherwise reasonably cooperating with the efforts of CCS.

In connection with this Agreement, to the extent permitted under applicable law, Client will furnish CCS with information reasonably requested by CCS. CCS will rely solely upon such information supplied by Client and its representatives without assuming any responsibility for independent investigation or verification thereof, or for any misstatements or omissions therein.

In order to provide certain services described in the Agreement, CCS may utilize products which are supplied by Altrata, Inc. including, Wealth Engine, RealSci, and Wealth X. To the extent these products are utilized, Client agrees to the terms and conditions of the End User Agreement attached hereto as Appendix A.

Client shall:

- Approve Study plan and materials
- Appoint a coordinator for the CCS Study – a person to whom CCS can report on a regular basis
- Provide assistance in the selection of candidates to be interviewed. CCS will provide the profile of the type of interviewees and work closely with Client on targeting appropriate candidates. It is understood that both Client and CCS will be responsible for selecting appropriate candidates.
- Assume responsibility for scheduling all interviews
- Provide clerical assistance in obtaining the appropriate records and reports, and in producing and mailing the interview request letter, background statement, questionnaire(s), and survey form(s) for the Study
- Provide reasonable office space, telephone, and clerical assistance to coordinate the interview appointments
- Exercise control and approval over the content, volume, and frequency of any solicitation

6. CCS PERSONNEL

Maeve Riley will serve as the account executive. A CCS Director will be assigned to provide services.

Client acknowledges that there may be circumstances under which CCS must reassign personnel. However, any CCS personnel assigned to work on this project will be subject to the Client's reasonable review. If Client is not reasonably satisfied with any CCS personnel for any lawful reason, such personnel will be removed and replaced by other CCS personnel.

CCS provides its personnel with time off, including paid time off for vacation, holidays, and personal time. During the term of this Agreement, CCS personnel will be entitled to time off, the days/times of which will be communicated to Client. Notwithstanding the foregoing, CCS will use commercially reasonable efforts to ensure coverage during any time off, and if personnel's time off causes a material delay in the provision of services, CCS will extend its personnel's assignment at no cost to Client for a period equal to the delay directly attributable to the time off.

7. TERMINATION

Termination for Convenience. It is agreed by CCS and Client that this Agreement may be terminated by either Party for convenience and without cause upon 30-days' prior notice for agreements with a Term of up to six months, or upon 60-days' prior notice for agreements with a Term in excess of six months.

Termination for Nonpayment: CCS may also terminate this Agreement if any amount of any Fees due CCS hereunder is not paid when due and is not paid within ten (10) days after notice of non-payment.

Termination for Other Breach. Either Party may terminate this Agreement upon a material breach of this Agreement (other than payment default) by the other Party by providing thirty (30) days' prior written notice of termination to the other Party, specifying in reasonable detail the nature of the material breach, requiring the other Party to cure such material breach, and stating its intention to terminate this Agreement if the material breach is not cured. If within such 30-day notice period, the material breach is not cured to the reasonable satisfaction of the Party giving notice, the termination shall become effective at the conclusion of such 30-day period.

With the exception of any rights under applicable law, should either party terminate the Agreement pursuant to this Section 7, Client shall pay CCS (i) Fees prorated to the effective date of termination, and (ii) Expenses incurred by CCS up to and including the effective date of the termination.

II. STANDARD TERMS AND CONDITIONS

1. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

CCS represents that it shall perform services in accordance with its best professional judgment and in accordance with the ethical standards promulgated by the Association of Fundraising Professionals.

Client acknowledges that (i) the success of fundraising endeavors is dependent upon a wide range of factors many of which are beyond CCS's control, (ii) the outcome of specific fundraising efforts will be dependent upon timely and consistent performance by Client of its responsibilities in collaboration with CCS personnel, (iii) CCS cannot assure any particular outcome of any fundraising endeavor, (iv) Fees are due in accordance with the terms hereof regardless of the degree of success of the endeavors contemplated hereby, and (v) the advice and direction provided by CCS as a result of the services will constitute recommendations only, subject to acceptance and implementation by Client in its discretion.

2. INDEPENDENT CONTRACTOR

CCS is an independent contractor. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, employment relationship, or other affiliation or like relationship between the Parties. In no event will either Party be liable for the debts or obligations of the other. Client acknowledges and agrees that CCS is not an employer or joint employer with respect to any individual who is engaged for any purpose in this fundraising project, other than the assigned CCS personnel referenced in the Scope of Work.

3. PROJECT EXPENSES

Fees do not include Expenses, which Client shall pay separately. Expenses include, but are not limited to, reasonable project-related travel, technology, transportation, mileage, lodging, meals, per diems, printing, courier, administrative expenses, and other ancillary and out-of-pocket costs. Payment for the Expenses shall be made to CCS within thirty (30) days after being invoiced.

4. INTEREST ON LATE PAYMENTS

Interest shall accrue on any overdue payment hereunder at a rate of one percent (1%) per month (but not to exceed the maximum rate permitted by law). Client shall pay all of CCS's costs of collection, including reasonable attorneys' fees and legal expenses, if amounts are not paid when due, whether or not legal proceedings are commenced.

5. OUT OF SCOPE WORK

If any work requested by Client falls outside the scope of this Agreement, Client may incur an additional cost over and above the Fees stated in this Agreement. No such out-of-scope work shall be undertaken unless the Parties mutually agree in writing upon the terms on which such additional services will be rendered.

6. GOVERNING LAW, DISPUTE RESOLUTION AND LIABILITY

This Agreement is governed by the laws of the State of Texas, without regard to its principles of conflict of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under the Expedited Procedures of its Commercial Arbitration Rules (and, if elected by either Party, pursuant to the Procedures for Resolution of Disputes by Document Submission as contemplated by Rule E-6 of such Rules, regardless of the amount in controversy) by a single arbitrator sitting in Dallas, Texas, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties hereto consent to the jurisdiction of the courts of the State of Texas and Federal courts located in Texas, as well as the jurisdiction of all courts from which an appeal may be taken from such courts.

In no event will either Party be liable to the other Party under this Agreement for any indirect, incidental, special, exemplary, punitive or consequential damages of any sort, including, without limitation, lost profits, revenues, fund-raising gifts, pledges, endowments, donation or the like. Except for liabilities arising under Section 7 or Section 10 of these Standard Terms and Conditions, in no event will the aggregate liability of CCS hereunder exceed an amount equal to the Fees actually paid by Client to CCS hereunder. Except for liabilities arising under Section 3, Section 4, Section 7, or Section 10 of these Standard Terms and Conditions, in no event will the aggregate liability of Client exceed the aggregate amount of Fees payable by Client hereunder.

7. INDEMNIFICATION

Each Party (the “Indemnifying Party”) shall indemnify, defend and hold the other Party, its members, managers, officers, employees and agents (collectively, the “Indemnitees”) harmless from and against any and all costs, expenses, liabilities and damages, including reasonable attorneys’ fees (collectively, “Losses”) that any Indemnitee may suffer or incur as a result of claims by third parties to the extent caused by a breach of this Agreement by the Indemnifying Party or by the negligence or misconduct of the Indemnifying Party or the Indemnifying Party’s officers, employees or agents.

The applicable Indemnitee shall give notice to the Indemnifying Party of any Loss for which indemnification is sought hereunder within 45 days after the Indemnitee becomes aware of such Loss, provided that the giving of such notice shall not be a condition of the indemnification obligation of the Indemnifying Party. The Indemnitee making a claim for indemnification hereunder shall cooperate fully with the Indemnifying Party in the investigation and defense of any such claim.

The parties acknowledge and aware that there are constitutional and statutory limitations on the authority of Texas Southern University (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to indemnities as those terms will not be binding on Texas Southern University except to the extent authorized by laws and Constitution of the State of Texas as proscribed for under Article 3, Section 50-52 of the Texas Constitution.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Party (the "Receiving Party") shall protect the Confidential Information of the other Party (the "Disclosing Party") using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). "Confidential Information" means any non-public business information, in any form or medium (whether, oral, written, electronic or other) that by its nature would reasonably be considered confidential, business sensitive, or proprietary which is disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, and whether such information is disclosed before or after the Effective Date.

Confidential Information excludes information that (a) is publicly available or becomes publicly available through no unauthorized act of Receiving Party; (b) is already known by Receiving Party without an obligation of confidentiality other than under this Agreement; (c) is obtained by the Receiving Party from a third party without a breach of the third party's obligations of confidentiality; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (e) is approved by Disclosing Party for disclosure; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as to the extent permitted by law the Receiving Party makes a reasonable effort to provide the Disclosing Party with prompt notice of such requirement.

The Receiving Party shall (i) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in the performance of its obligations under this Agreement or as otherwise authorized by the Disclosing Party in writing, (ii) use the same or similar means to protect Confidential Information as it uses to protect its own similar confidential proprietary information, but in any event not less than reasonable means; and (iii) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and subcontractors who have a need to know such Confidential Information for purposes consistent with this Agreement and who are bound by confidentiality obligations with the Receiving Party that are not materially less protective of the Confidential Information than those herein.

The Receiving Party may retain a copy of any Confidential Information to the extent: (a) required by applicable law; (b) required by its internal document retention and governance policies; or (c) it would be unreasonably burdensome to destroy (such as archived computer records), provided that all such retained information shall remain subject to the terms of this Agreement.

The Receiving Party acknowledges that disclosure of any Confidential Information in breach of this Agreement may give rise to irreparable injury to the Disclosing Party. The Receiving Party agrees that the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings in addition to any other legal remedies which may be available to the Disclosing Party.

The Receiving Party's obligations under this Section shall survive termination and continue for three (3) years from the date of termination of this Agreement. All Confidential Information shall remain the property of the Disclosing Party.

9. COPYRIGHTS AND PROPRIETARY MATERIAL

CCS may create and provide to Client deliverables, which are described as any and all reports, prospect lists, campaigns, plans, creative templates, written content, notes, documents, designs, and materials developed by CCS as part of its provision of the services, excluding any Preexisting Intellectual Property, as defined below (the "Deliverables"). Except as otherwise described in the Scope of Work, Client will have and maintain ownership of the Deliverables, excluding any Preexisting Intellectual Property therein. CCS represents that the Deliverables shall not infringe upon any rights of third parties. To the extent that the Deliverables contain Preexisting Intellectual Property, CCS hereby grants Client an irrevocable, fully paid up, non-exclusive, worldwide license to use, execute, reproduce, display, perform, and prepare derivative works based on such Preexisting Intellectual Property that may be contained in the Deliverables, and to authorize others to do any of the foregoing, solely to the extent necessary for use of the Deliverables.

"Preexisting Intellectual Property" means all of CCS's strategies, ideas, methodology, code, know-how, tools, techniques, frameworks, technology, and other intellectual property developed by CCS or its licensors prior to or independent of the Deliverables and used to provide the Deliverables in accordance with the Scope of Work, and CCS reserves all right, title and interest in and to the Preexisting Intellectual Property.

CCS will maintain the confidentiality of Study interview data, including the respondents and their responses. Study interview data and information will be summarized by CCS in report form for use in strategic direction and management of possible campaign activity. The summary report shall constitute a Deliverable in accordance with the preceding paragraphs.

CCS shall have the right to utilize Client's name, logos, and trademarks in CCS's marketing and promotional materials.

10. RESTRICTION ON HIRING

Client acknowledges that CCS recruits and trains its personnel and that such personnel have knowledge of confidential CCS information as well as strategies, ideas and methods related to fundraising developed by CCS. During the Term and for a period of one (1) year after its termination or expiration, Client and its agents and affiliates shall not offer employment to any CCS personnel who performed services under this Agreement, and CCS shall not offer employment to any personnel of Client who were associated with the services provided under this Agreement. The Parties agree that the amount of actual damages that would be suffered by Client or CCS (as applicable) in the event of a breach of the covenant in this Section are impossible to measure with accuracy. Therefore if either Party breaches the covenant in this Section, (i) the offering Party shall provide written notice to the other within two (2) business days of having extended such offer, and (ii) regardless of whether the offering Party has complied with its obligation in clause (i) of this sentence, if the personnel accepts such offer of employment, the Party hiring the personnel hereby agrees to pay within ten (10) days after the hire date to the other, as liquidated damages, a sum equivalent to 100% of the annual compensation offered to and accepted by the personnel. The Parties acknowledge and agree that the restrictions contained in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects and that the agreed-upon amount of liquidated damages is reasonable under the circumstances and does not constitute a penalty.

11. REGISTRATION AND COMPLIANCE WITH LAW

Client's charitable purpose is to be a student-centered, comprehensive doctoral university, dedicated to promoting equality and fostering inclusive excellence. All funds collected by Client in connection with the services will advance these purposes.

Client represents that prior to the execution of this Agreement, Client has advised CCS as to (i) whether Client is required to be registered with the New York Charities Bureau pursuant to Article 7-A of the New York Executive Law, and if Client is required whether it is currently registered, and (ii) whether solicitations will be made in the State of California as a result of or in connection with the services provided by CCS under this Agreement.

To the extent that Client is required to be registered as a charitable organization under any applicable law, Client represents and warrants to CCS that it is registered and in good standing and in compliance with all applicable filing requirements. Client also represents and warrants to CCS that, as may be applicable, to the extent that any solicitation will be made in the State of California, Client is registered with the California Registry of Charities and Fundraisers.

CCS represents and warrants to Client that it is in compliance with all applicable state fundraising laws of the State of Texas.

Each of CCS and Client represents and warrants that it will comply with all laws, rules, and regulations that are applicable to it in connection with or as a result of the execution, delivery, and/or performance of this Agreement.

The Parties agree to amend this Agreement and file completed government agency forms when necessary to comply with changing state fundraising laws in the United States and other applicable jurisdictions.

12. REGULATORY REPRESENTATION

Client acknowledges and agrees that (i) CCS will not at any time receive or have possession, custody or control of funds, assets, property or other receipts of a solicitation that may be solicited from donors, (ii) CCS does not have authority to pay expenses associated with a solicitation, (iii) CCS will not solicit funds, assets or property on Client's behalf and will not engage any compensated person to solicit funds, assets or property on Client's behalf, (iv) CCS will not assist with the receipt, processing or collection of contributions, (v) CCS will not independently report fundraising results, and (vi) Client will have control of and shall approve the content and frequency of each and every solicitation.

13. NO LEGAL OR TAX ADVICE

CCS does not render legal or tax advice. Reports, statements, or other communications (oral or written) provided by CCS or its employees to Client do not constitute legal or tax advice, nor should any such communication be construed as constituting legal or tax advice.

14. NONDISCRIMINATION; COMMITMENT TO DIVERSITY AND INCLUSIVITY

CCS is an equal opportunity employer and prohibits discrimination on any basis protected by law. Client agrees to bring to CCS's prompt attention any allegedly discriminatory conduct, or any complaints about allegedly discriminatory conduct, which in any way implicates, relates to, or has any bearing on CCS or any of its employees or agents.

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15. ANTI-BOYCOT ISRAEL VERIFICATION

CCS represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, CCS (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

16. MISCELLANEOUS

This Agreement may not be modified except in writing, signed by both Parties. Any addendum to this Agreement signed by both Client and CCS will be incorporated into and deemed part of this Agreement for all purposes. If any provisions or restrictions contained in this Agreement are determined to be invalid or unenforceable, the remaining provisions and restrictions will continue to be fully effective. To the extent that any arbitrator or court of competent jurisdiction determines that the provisions of this Agreement are not in accordance with applicable law, such arbitrator or court is expressly granted the authority to reform the applicable provisions of this Agreement to conform them to the law as such arbitrator or court then finds the law to be, and to enforce this Agreement as so reformed.

17. BINDING AGREEMENT

This Agreement binds Client and CCS and will inure to the benefit of their respective successors and permitted assigns. The Scope of Work and these Standard Terms and Conditions constitute this Agreement and contain the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous discussions and agreements of the Parties with respect to the subject matter hereof and will remain in full force and effect unless and until terminated in accordance herewith or until this Agreement has expired by its terms. Nothing in this Agreement is intended to confer upon any other person or entity other than Client and CCS any rights or remedies under or by reason of this Agreement, provided that Client Indemnitees and CCS Indemnitees shall be third party beneficiaries of and shall be entitled to enforce the provisions of Section 7 of these Standard Terms and Conditions.

18. NOTICES

Any notice given under this Agreement must be in writing and will be deemed to have been duly given if mailed by US first-class mail, return receipt requested, postage prepaid, or if delivered to a nationally-recognized overnight courier service with delivery charges prepaid, in either case addressed to the attention of the applicable Party at the address shown on the first page of this Agreement, provided that in the case of notices to CCS a copy of the applicable notice is mailed or delivered to a nationally-recognized overnight courier service in the same manner and addressed to CCS at 527 Madison Avenue, Fifth Floor, New York, New York 10022, Attention: Chief Financial Officer (or to such other address of which CCS shall give notice to Client in accordance with this Section 17). It is understood and agreed that this Section 17 is not intended to govern the day-to-day business communications necessary between the Parties in performing their duties, in due course, under the terms of this Agreement.

19. ASSIGNMENT

CCS may assign this Agreement or delegate its duties hereunder to any successor to all or substantially all of the business of CCS upon notice to, but without the consent of, Client. Client shall not have the right to assign this Agreement without the express prior written consent of CCS, which may be granted or withheld in the sole discretion of CCS, and any purported assignment of this Agreement by Client without such consent shall be null and void ab initio.

20. WAIVER

No failure or delay on the part of CCS or Client in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

21. SURVIVAL

All provisions of this Agreement which by their nature or terms are meant to survive the expiration or termination of this Agreement shall survive such expiration or termination.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a single instrument. The transmission by facsimile, portable document format or other electronic means of an executed signature page hereof shall have the same effect as the delivery of a manually executed counterpart of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

COMMUNITY COUNSELLING SERVICE CO., LLC (CCS)

By:________________________________
Name: Maeve Riley
Title: Executive Vice President
Date: August 25, 2025

State Charitable Registration Number: __-__-__

Accepted and agreed to as of the date first above written:

Texas Southern University

By: Charlie W Coleman III (Sep 2, 2025 11:16:51 CDT)
Name: Charlie W Coleman III
Title: Senior Associate Vice President of Development & Alumni Engagement
Date: 09/02/2025

(PLEASE COMPLETE BILLING INFORMATION AND THE CLIENT DATA SHEET ON THE FOLLOWING PAGES)

CCS FUNDRAISING

Client Billing Information

Client:	
Mailing Address	
Street Address	
P.O. Box	
City, State, Zip	
Billing Address ☐ Check if same as mailing address	
Street Address	3100 Cleburne Street
P.O. Box	N/A
City, State, Zip	Houston, Texas 77004
Billing Contact Information	
Name	Brandi Weber
Title	Division Business Adminstrator
Telephone	713-313-5170
Email Address	brandi.weber@tsu.edu
***Electronic Billing Details:**	
Email: ☑	Billing Email Address: brandi.weber@tsu.edu
Additional Comments or Instructions:	

*required

FUNDRAISING

Client Data Sheet *Client completion required for compliance

Professional Fundraising Counsel: Community Counselling Service Co., LLC
Client (Charitable Organization) Name: Texas Southern University
Client Address: 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004
Client Fiscal Year End: August 31, 2025
Client Phone Number: (713) 313-7011
Client Email Address:
charlie.coleman@Tigernet365.onmicrosoft.com
Client EIN #: 74-1620415
Client Contact: Charlie W. Coleman III, J.D., MBA Title: Senior Associate Vice President, Development & Alumni Engagement
Start Date: August 4, 2025 End Date: November 21, 2025
Please note dates provided will be noted on state submittals.

State Submittals
Please indicate in the leftmost field below which of the following state(s) the attached contract is to be submitted. Where a state is marked with an asterisk (*), please provide a charity registration number or write in "exempt," in the field to the right.

If the contract is not to be submitted in any of the listed states, please check off "None of the above" and provide any relevant notes under Additional Comments.
Please be sure applicable charity registrations are current.

☐ Alabama	☐ Mississippi
☐ Arkansas	☐ New Hampshire*
☐ California*	☐ New Jersey*
☐ Connecticut*	☐ New York*
☐ Florida*	☐ North Carolina*
☐ Hawaii	☐ North Dakota
☐ Illinois	☐ Pennsylvania
☐ Indiana	☐ Rhode Island*
☐ Kansas	☐ South Carolina*
☐ Kentucky*	☐ Utah
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ West Virginia
☐ Minnesota	☐ Wisconsin

☒ None of the above
Additional Comments:

Appendix A
End User Agreement

This End User Agreement is incorporated into and forms a part of the Professional Services Agreement between CCS and Client to which this Appendix A is attached (the "Agreement"). Capitalized terms not defined herein will have the meaning provided to them in the Agreement. In the event of any conflict between the terms of this End User Agreement and any other documents comprising the Agreement, this End User Agreement will control.

In order to provide certain services described in the Agreement, CCS may utilize Products which are supplied by Altrata, Inc. ("Vendor") including, Wealth Engine, RealSci, and Wealth X. CCS's provision of those services is contingent upon Client's agreement and conformance with this End User Agreement. If at any point Client is in breach of this End User Agreement, Client agrees that CCS shall have the non-exclusive right to cease providing those services reasonably associated therewith.

THIS END USER AGREEMENT IS MANDATED BY THE VENDOR. AS SUCH, CCS IS UNABLE TO NEGOTIATE THE TERMS AND CONDITIONS CONTAINED HEREIN.

Definitions

"Data Protection Law" shall mean all laws and regulations applicable to a party relating to the processing, privacy and use of personal data in connection with or pursuant to the Partnership Agreement to the extent applicable to the parties including, without limitation, General Data Protection Regulation 2016/679 ("GDPR"), CCPA, California's Delete Act, any national laws, regulations or secondary legislation implementing the GDPR or Council Directive 2002/58/EC and any corresponding or equivalent national laws or regulations all as may be updated or amended from time to time;

"Data Provider" means Vendor or any of its affiliates or a third-party e.g. data supplier from whom the foregoing receive data that is included in the Products or Platform;

"Integration" means the software interface developed by CCS which allows Vendor's Products to interact with the CCS services;

"Intellectual Property" shall mean without limitation, any trademarks, logos, copyright, proprietary processes, databases, software, methodologies, tools, data procedures, algorithms, specifications, source code, object code, know-how, trade secrets, technology or modifications to the foregoing and all copies whether tangible or intangible embodiments of the foregoing, in whatever form or medium;

"Licensed Data" means the data available to CCS and where applicable, Client, within the Products and Platform and may include personal data;

"Partnership Agreement" means the Partnership Master Services Agreement entered into between CCS and Vendor.

"Platform" means the online Vendor SaaS platform and/or mobile app which enables the delivery of the Products;

"Products" means on-demand products or Subscription Products, the Licensed Data contained therein and reference to Products shall include Platform;

"Subscription Product" means Vendor's Platform, integrations, data feeds and any other Vendor subscription offering provided under the Partnership Agreement; and

Terms and Conditions

(i) Client acknowledges that the Products shall at all times remain the Intellectual Property of Vendor and that Client has no proprietary rights whatsoever in such Products.

(ii) Client warrants that (a) it is a duly formed entity in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all states where the ownership of its properties or nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform under this End User Agreement; and (d) the execution and delivery of this End User Agreement have been duly authorized.

(iii) Client shall not sell, lease, rent or provide to any other party (i) the Product or a derivative thereof, (ii) its own file, as enhanced with the Product, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Product, except for its own internal commercial or charitable use.

(iv) Client shall not use the Product, in whole or in part, in the development of (i) any application that is outside the scope of this End User Agreement or (ii) any Client data products or services to be provided to third parties including, without limitation, any list enhancement or data appending service or product. Vendor reserves the right to review and pre-approve the Client's intended use of the Product prior to Vendor's acceptance of an order.

(v) Client shall comply with certain restrictions and requirements placed upon Vendor by its Data Provider in using the Product. Client shall strictly comply with all restrictions and requirements contained within the Partnership Agreement.

(vi) Client represents and warrants that Client has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue sufficient to protect the confidentiality of the Licensed Data.

(vii) To the extent permissible by law, CCS and Client completely disclaim Vendor's liability for all matters arising out of or in connection with this End User Agreement.

(viii) Client shall solely pursue CCS with respect to the terms of the Partnership Agreement applicable to CCS and/or this End User Agreement, unless otherwise agreed in writing by Vendor and CCS.

(ix) Client agrees to (i) the obligations and restrictions in the Partnership Agreement and (ii) the usage restrictions detailed therein.

(x) Client agrees that the use of the Integration by Client shall be lawful and shall ensure that it fully complies with the Partnership Agreement, this End User Agreement and all Data Protection Law.

(xi) Client shall be prohibited from reselling, distributing, publishing, reverse engineering, modifying or changing in any way, the Product or using the Product and Integration for anything other than the Client's own internal commercial use.

(xii) Client shall indemnify, defend and hold Vendor and its respective affiliates, officers, directors, employees and suppliers harmless from and against any claims, causes of action, suits, damages, demands, losses, costs and expenses, including reasonable attorneys' fees arising out of or relating to the Client's (or its authorized users') misuse or unauthorized use of the Product.

(xiii) The parties do not intend for this End User Agreement to make any representations or warranties on behalf of Vendor.

(xiv) It is the intent of the Parties that the Vendor is an express intended third party beneficiary of the provisions in this End User Agreement to the extent permitted by applicable law.

(xv) This End User Agreement shall not grant any rights to Client beyond the scope of the Partnership Agreement.

(xvi) CCS and Client agree that they shall each be responsible for accepting and responding to any communication initiated by a consumer ("Consumer Inquiries") arising out of their own use of Products. CCS and Client agree that each will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by CCS and Client and agree to honor any such request by suppressing such consumer information from CCS and Client's marketing solicitations. No reference to Vendor or the Data Provider in written or oral communication to a consumer or in scripts used by CCS or Client in responding to Consumer Inquiries shall be made without Vendor's and the Data Providers' prior written approval.

(xvii) CCS and Client agree to honor consumers' elections not to receive marketing solicitations from CCS and Client, and in the event that CCS and Client do not honor such consumers' choice not to receive marketing solicitations, Vendor and the Data Provider may cease delivery of the Products and/or Licensed Data. CCS and Client acknowledge that neither Vendor nor Data Provider guarantee that the names or telephone numbers of all such consumers have been flagged or removed from the Services, Products and/or Licensed Data supplied to CCS and Client hereunder. CCS and Client further represent that if CCS or Client is telemarketing in a state that requires registration, CCS and Client have registered in the applicable state. CCS and Client acknowledge that it is CCS and Client's own sole responsibility to ensure that the most current suppression information has been applied to its files before such files are used for marketing. CCS and Client have and will maintain a compliant privacy policy as required by applicable law.

(xviii) CCS and Client agree that at all times during the Term, it shall maintain current, accurate and complete books and records relating to its usage of the Product in compliance with the terms of the Partnership Agreement. CCS and Client agree that Vendor shall have the right, no more than once per calendar year, to examine, inspect, audit, review and copy or make extracts from all such books, records and any source documents used in the preparation thereof. In the event an audit reveals that CCS and/or Client is not in material compliance with the terms and conditions of the Partnership Agreement, it shall be responsible for the costs of the audit, as well as any and all damages resulting from such non-compliance. Vendor is entitled to immediately terminate the Partnership Agreement should CCS and/or Client breach this obligation.

(xix) Vendor states that the Product may be subject to transcription and transmission errors. Any use or reliance upon the Licensed Data by Client shall be at its own risk. Except as set forth in this section, neither Vendor nor the Data Provider makes any warranties, express or implied, hereunder with respect to the Product, including but not limited to warranties of accuracy, completeness, merchantability, or fitness for a particular purpose.

(xx) Upon the termination of the Partnership Agreement for any reason, Client shall, at Vendor's option, destroy or return to Vendor the Product and any copies thereof and certify in a writing to be delivered to Vendor within thirty (30) days following such destruction or return that Client has fully complied with the requirements of this Section.

(xxi) Where applicable, Client shall follow the principles and/or best practices set forth within the following websites: Digital Advertising Alliance (http://www.aboutads.info/), Mobile Marketing Association, in particular its Best Practices Guide (http://www.mmaglobal.com or successor site), Federal Communication Commission (http://fcc.gov or successor site), and Interactive Advertising Bureau, in particular its Best Practices and its Self-Regulatory Guidelines and Behavioral Advertising Principles (http://www.iab.net or successor site).

2025.08_Texas Southern University_TX_Study_V5

Final Audit Report 2025-09-02

Created:	2025-08-28
By:	Natalie Giustini (ngiustini@ccsfundraising.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQUUVes9DIVDOtLZLc0Pfq3H1IZbBybqJ

"2025.08_Texas Southern University_TX_Study_V5" History

Document created by Natalie Giustini (ngiustini@ccsfundraising.com)
2025-08-28 - 2:45:55 PM GMT- IP address: 129.80.5.164

Document emailed to charlie.coleman@tsu.edu for signature
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Signer charlie.coleman@tsu.edu entered name at signing as Charlie W Coleman III
2025-09-02 - 4:16:49 PM GMT- IP address: 67.66.219.249

Document e-signed by Charlie W Coleman III (charlie.coleman@tsu.edu)
Signature Date: 2025-09-02 - 4:16:51 PM GMT - Time Source: server- IP address: 67.66.219.249- Signature captured from device with phone number XXXXXXX6869

Agreement completed.
2025-09-02 - 4:16:51 PM GMT

ADDENDUM

November 25, 2025

Texas Southern University
3100 Cleburne Avenue, Hannah Hall
Houston, TX 77004

Dear Charlie:

This letter shall serve as an addendum to the Professional Services Agreement, signed and agreed on September 2, 2025 (the "Agreement"), by and between Community Counselling Service Co., LLC located at 4849 Greenville Ave Suite 1100 Dallas, TX 75206 ("CCS") and Texas Southern University, located at 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004 to extend our professional services.

The extension dates shall be December 15, 2025, through August 21, 2026. The parties agree there will be a pause in service between November 21, 2025, and December 15, 2025.

Services during this extension will include:

- Manage the day-to-day activities of campaign organization and activation
- Work closely with the Senior Associate Vice President of Advancement to direct campaign strategy
- Support the President in prospect engagement
- Develop the case for support
- Segment and activate the top prospect list
- Create individualized top prospect materials and proposals
- Coordinate campaign tracking and reporting
- Manage the identification, recruitment, training, and activation of campaign volunteers
- Support the training and coaching of Advancement staff for their campaign roles
- Provide on-site campaign support throughout the engagement
- Identify and research regional and national prospects

The total professional fee for this extended period is $405,000 payable as follows:

Service Period	Payment Date	Payment Amount
December 15, 2025-January 9, 2026	December 31, 2025	$45,000
January 12, 2026-February 6, 2026	January 31, 2026	$45,000
February 9, 2026-March 6, 2026	February 28, 2026	$45,000
March 9, 2026-April 3, 2026	March 30, 2026	$45,000
April 6, 2026-May 1, 2026	April 30, 2026	$45,000
May 4, 2026-May 29, 2026	May 31, 2026	$45,000
June 1, 2026-June 26, 2026	June 30, 2026	$45,000
June 29, 2026-July 24, 2026	July 31, 2026	$45,000
July 27, 2026-August 21, 2026	August 31, 2026	$45,000
	Total Payments: 9	**Total Fees Paid: $405,000**

All other terms and conditions of the Agreement remain the same.

Please sign below. Thank you for the opportunity to continue our work with you.

Sincerely yours,

Maeve Riley

Texas Southern University

By: Charlie W. Coleman III (Dec 9, 2025 15:25:33 CST)

Name: Charlie W Coleman III

Title: Senior Associate Vice President of Development & Alumni Engagement

Date: 12/09/2025

(PLEASE COMPLETE THE CLIENT DATA SHEET ON THE FOLLOWING PAGE)

Client Data Sheet *Client completion required for compliance

Professional Fundraising Counsel: Community Counselling Service Co., LLC
Client (Charitable Organization) Name: Texas Southern University
Client Address: 3100 Cleburne Avenue, Hannah Hall, Houston, TX 77004
Client Fiscal Year End: August 31
Client Phone Number: (713) 313-7011
Client Email Address: charlie.coleman@Tigernet365.onmicrosoft.com
Client EIN #: 74-1620415
Client Contact: Charlie W. Coleman III, J.D., MBA Title: Senior Associate Vice President, Development & Alumni Engagement
Start Date: December 15, 2025 End Date: August 21, 2026

Please note dates provided will be noted on state submittals.

State Submittals
Please indicate in the leftmost field below which of the following state(s) the attached contract is to be submitted. Where a state is marked with an asterisk (*), please provide a charity registration number or write in "exempt," in the field to the right.

If the contract is not to be submitted in any of the listed states, please check off "None of the above" and provide any relevant notes under Additional Comments.
Please be sure applicable charity registrations are current.

☐ Alabama	☐ Mississippi
☐ Arkansas	☐New Hampshire*
☐ California*	☐ New Jersey*
☐ Connecticut*	☐ New York*
☐ Florida*	☐ North Carolina*
☐ Hawaii	☐ North Dakota
☐ Illinois	☐ Pennsylvania
☐ Indiana	☐ Rhode Island*
☐ Kansas	☐ South Carolina*
☐ Kentucky*	☐ Utah
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ West Virginia
☐ Minnesota	☒ None of the above

Additional Comments:

SECOND AMENDMENT

This second amendment (this "Amendment") amends the Professional Services agreement, signed and agreed on September 2, 2025 and subsequently extended on November 25, 2025, (the "Agreement"), by and between Community Counselling Service Co., LLC located at 4849 Greenville Ave Suite 1100 Dallas, TX 75206 ("CCS") and Texas Southern University located at 3100 Cleburne Street, Houston, TX 77004, US ("Client") to the effect set forth below. Terms defined in the Agreement and used in this Amendment have the same meaning herein as therein.

The Agreement is hereby amended as follows:

1. The Term of the Agreement is hereby extended for an additional period of twelve (12) Service Periods, commencing on September 1, 2026 and ending on July 30, 2027 (the "Amended Term"), unless earlier terminated in accordance with the provisions of the Agreement.

2. The total professional fee for this Amended Term is $540,000 payable as follows:

Service Period	Payment Due Date	Payment Amount
September 1, 2026-September 26, 2026	September 15, 2026	$45,000
September 29, 2026-October 24, 2026	October 15, 2026	$45,000
October 27, 2026-November 21, 2026	November 15, 2026	$45,000
November 24, 2026-December 19, 2026	December 15, 2026	$45,000
December 22, 2026-January 16, 2027	January 15, 2027	$45,000
January 19, 2027-February 13, 2027	February 15, 2027	$45,000
February 16, 2027-March 13, 2027	March 15, 2027	$45,000
March 16, 2027-April 10, 2027	April 15, 2027	$45,000
April 13, 2027-May 8, 2027	May 15, 2027	$45,000
May 11, 2027-June 5, 2027	June 15, 2027	$45,000
June 8, 2027-July 3, 2027	July 15, 2027	$45,000
July 6, 2027-July 31, 2027	August 15, 2027	$45,000
	Total Payments: 12	**Total: $540,000**

Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed.

In witness whereof, CCS and Client have hereunto set their hands as of the date of the last signature.

COMMUNITY COUNSELLING SERVICE CO., LLC	TEXAS SOUTHERN UNIVERSITY
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Client Data Sheet *Client completion required to ensure compliance with applicable state fundraising counsel statutes

Professional Fundraising Counsel: Community Counselling Service Co., LLC

Client (Charitable Organization) Name:

Client Address:

Client Fiscal Year End:

Client Phone Number:

Client Email Address:

Client EIN #:

Client Contact: Title:

Start Date: End Date:

Please note dates provided will be noted on state submittals.

State Submittals

Are you able to indicate in which of the following state(s) (if any) the attached contract should be submitted by CCS?

If yes, please indicate applicable states here:

If not, who should we contact at your organization for this information?

Name: Email:

If the state you have indicated, is marked with an asterisk (*) below, please provide a charity registration number or write in "exempt."

If the contract is not to be submitted in any of the listed states, please enter "N/A" above and provide any relevant notes under Additional Comments below.

Please be sure applicable charity registrations are current.

Alabama	Mississippi
Arkansas	New Hampshire*
California*	New Jersey*
Connecticut*	New York*
Florida*	North Carolina*
Hawaii	North Dakota
Illinois	Pennsylvania
Indiana	Rhode Island*
Kansas	South Carolina*
Kentucky*	Utah
Maryland	Virginia
Massachusetts	West Virginia
Minnesota	Wisconsin

Additional Comments: