

**CAMPUS SONAR® MASTER SERVICES AGREEMENT - TEXAS A&M UNIVERSITY SYSTEM**

This Campus Sonar Services Agreement (the "Agreement") is made as of this 29th day of March, 2021 ("Effective Date"), by and between **NORTHSTAR EDUCATION SERVICES, LLC D/B/A CAMPUS SONAR** ("Campus Sonar") and the Texas A&M University System Office ("Client"). Each party is also referred to individually and collectively as a "Party" or "Parties", respectively.

Campus Sonar has developed a social listening service that is intended to assist users with the collection and analysis of online conversations ("Service"). Client wishes to use the Service pursuant to the terms and conditions set forth in this Agreement.

**1. Services.** Campus Sonar shall provide the Services set forth on the attached Exhibit A.

**2. Fees.** Client will pay the fees set forth on the attached Exhibit A. All fees pursuant to this Agreement shall be invoiced monthly. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. After the Initial Term (hereinafter defined), if applicable, the fees are subject to annual increases.

**3. Intellectual Property Rights.** The Service is the property of Campus Sonar and Client's use of the Service does not transfer any right, title or interest from Campus Sonar to Client in any Campus Sonar's intellectual property. All right, title, and interest to such property will remain (as between the parties) solely with Campus Sonar. Client's use of the Service grants it no right to license or reproduce the Service or any Campus Sonar's trademarks. Client may not reverse engineer, copy for sale or other distribution, or otherwise attempt to appropriate the technological know-how or intellectual property of the Service at any time or for any other purpose without the express written authorization of Campus Sonar.

**4. Confidentiality.** Each Party agrees to maintain the confidentiality of all "Confidential Information" either Party receives from the other Party in connection with this Agreement. For purposes of this Agreement "Confidential Information" means any information clearly marked as confidential and/or proprietary including but not limited to materials, processes, procedures, instruments, records, applications and the like disclosed by a Party ("Disclosing Party") either directly or indirectly in writing, electronically, orally or by inspection of tangible objects; provided, however, that Confidential Information shall not include any information which the Party receiving the information ("Receiving Party") can establish: (a) was publicly known and made generally available in the public domain prior to the time of disclosure hereunder; (b) becomes publicly known and made generally available after disclosure hereunder through no action or inaction of Receiving Party, its affiliates, agents or representatives; (c) is in possession of Receiving Party, without confidential restrictions, at the time of disclosure hereunder as shown by Receiving Party's files and records immediately prior to the time of disclosure; or (d) is independently developed by Receiving Party without the use of or reference to the Confidential Information. No Party will acquire any right or interest in the Confidential Information of the other Party.

**5. Term.** This Agreement will begin on the Effective Date and continue for a period of one (1) year ("Initial Term"). Thereafter, the Agreement may be renewed for two additional one (1) year terms. Client shall notify Campus Sonar of its intention to renew at least sixty (60) days prior to the end of the expiration of the then-current term.

**6. Termination.** This Agreement may be terminated: (i) by mutual consent of the Parties; (ii) by Campus Sonar if Client fails to timely pay the fees set forth in an invoice; or, (iii) by either party if the other party has materially breached the Agreement (except for the untimely payment of fees) and failed to cure said breach within twenty (20) business days following receipt of notice by the breaching party of such failure to comply.

**7. Representations and Warranties.** Campus Sonar and Client, respectively, represent and warrant to the other Party that:

- A. Each of the respective Parties has the power and authority to enter into this Agreement and to fully perform all of its obligations hereunder; and, (b) entering into this Agreement does not and will not violate any agreement or obligation existing between it and any third party.
- B. Each of the respective Parties shall comply with applicable federal, state and local laws related to the provision or use of the Services, as applicable.

**8. DISCLAIMER. EXCEPT FOR THE WARRANTIES IN SECTION 7 (REPRESENTATIONS AND WARRANTIES), EACH PARTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CAMPUS SONAR SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OMISSIONS IN THE RESULTS OF ITS SERVICES.**

**9. LIMITATION OF LIABILITY. THE AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY FOR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY OF RECOVERY, SHALL IN NO EVENT EXCEED THE FEES PAID BY THE CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE LOSS UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) THAT RELATE IN ANY WAY TO THIS AGREEMENT, HOWEVER CAUSED ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.** The exclusions and limitations in this **Section 9** do not apply to: (i) losses arising out of or relating to a Party's failure to comply with its obligations under **Sections 3 or 4**; or, (ii) losses arising out of

or relating to a Party's gross negligence, willful misconduct or intentionally wrongful acts.

#### 10. Miscellaneous.

- A. Notices. Any notice required hereunder will be in writing and will be deemed to have been given when sent by electronic mail, first class mail overnight courier or personally delivery to the undersigned individuals at the address listed below. Notices mailed via first class mail will be effective no later than five (5) days after mailing. All other notices will be effective upon delivery.
- B. Use of Campus Sonar's Name: Endorsement. Without the advance written permission of Campus Sonar, Client will not attribute any statement, information or document to Campus Sonar. By entering into this Agreement, Campus Sonar neither directly nor indirectly endorses any product, service, platform or position of Client. Client will not state or imply that this Agreement is an endorsement by Campus Sonar.
- C. Interpretation. As used in this Agreement, the singular shall include the plural and any gender shall include all genders as the context requires. This Agreement shall not be subject to any rules of construction against the drafter and this Agreement is the joint work product of all parties. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- D. Relationship of the Parties. Each Party is: (i) an independent contractor in the performance of this Agreement; and, (ii) solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement. Neither Party nor its agents or employees are representatives of the other Party for any purpose nor does either Party have the power or authority as agent, employee or other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.
- E. Non-Exclusivity. Nothing contained herein shall obligate Campus Sonar to any exclusive relationship with Client or restrict or preclude Campus Sonar from contracting with any competitor of Client.
- F. Third Parties. In the event Client contracts with Campus Sonar hereunder to use the Service and any deliverables for a third party, Client shall be liable for said third party's adherence to the terms of this Agreement. Further, Campus Sonar owes no duties or liability to said third party.
- G. Survival. The provisions set forth in Sections 3, 4, 8, 9 and 10, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- H. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements and representations and warranties, both written and oral, with respect to such subject matter.
- I. Cooperation. The parties shall cooperate with each other to achieve the goals of this Agreement. Campus Sonar shall not be liable for delays or defaults caused by the Client's failure to timely respond or reasonably cooperate with Campus Sonar.
- J. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors, assigns and legal representatives. Neither Party shall assign this Agreement without the prior written consent of the other party. Any purported assignment in violation of this provision shall be void and of no effect.
- K. Amendment and Modification: Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
- L. Survivability. The provisions set forth in Sections 3, 4, 8, 9 and 10, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- M. Severability. The parties agree that if any provision of this Agreement shall, under any circumstances, be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.
- N. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- O. Governing Law. This Agreement shall be governed by the laws of the State of Texas without reference to its conflicts of laws provisions.
- P. Public Information. Campus Sonar acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M System's written request, Campus Sonar will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System. Campus Sonar acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Campus Sonar agrees that the agreement can be terminated if the Campus Sonar knowingly or intentionally fails to comply with a requirement of that subchapter.
- Q. Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and Campus Sonar to attempt to resolve any claim for breach of contract made by Campus Sonar that cannot be resolved in the ordinary course of business.

- Campus Sonar shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Campus Sonar's claim and any counterclaim and negotiate with Campus Sonar in an effort to resolve the claim.
- R. Indemnification. Campus Sonar agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of Campus Sonar's grossly negligent or willful errors or omissions under this Agreement, provided that A&M System promptly notifies Campus Sonar in writing of any claim, damage, liability, expense or loss for which it believes it is entitled to be indemnified pursuant to this section and cooperate with Campus Sonar during any action hereunder. Subject to the consent of the Attorney General of the State of Texas, Campus Sonar shall have sole control of the defense and investigation of such claim, damage, liability, expense or loss hereunder and shall employ counsel of its choice to handle and defend the same, at Campus Sonar's sole cost and expense. Campus Sonar shall not settle any claim, damage, liability, expense or loss hereunder in a manner that adversely affects the rights or assets, or restrains or interferes with the business or operations of, A&M System without A&M System's prior written consent, which shall not be unreasonably withheld or delayed.
- S. Independent Contractor. Campus Sonar is an independent contractor, and neither Campus Sonar nor any employee of Campus Sonar shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Campus Sonar shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- T. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- U. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, Campus Sonar agrees that any payments owing to Campus Sonar under this Agreement may be applied directly toward certain debts or delinquencies that Campus Sonar owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- V. Previous Employment. Campus Sonar acknowledges and understands that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Campus Sonar is an individual, by signing this Agreement, Campus Sonar certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- W. Not Eligible for Rehire. Campus Sonar is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- X. Franchise Tax Certification. If Campus Sonar is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Campus Sonar certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Campus Sonar is exempt from the payment of franchise (margin) taxes.
- Y. State Auditor's Office. Campus Sonar understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Campus Sonar agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Campus Sonar will include this provision in all contracts with permitted subcontractors.
- Z. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- AA. HUB Subcontracting Plan. If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the Campus Sonar will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the Campus Sonar will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the Campus Sonar will be expected to make a good faith effort according to the HSP instructions. In the event that you determine you will be using a subcontractor, please contact Mr. Keith Williams from the A&M System's HUB Program at (979) 458-3265 or [kwilliams@tamus.edu](mailto:kwilliams@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP.
- BB. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural

occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

- CC. Loss of Funding. Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to Campus Sonar and A&M System may terminate this Agreement without further duty or obligation hereunder. Campus Sonar acknowledges that appropriation of funds is beyond the control of A&M System.
- DD. Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- EE. Non-Waiver. Campus Sonar expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- FF. Copyrights & Patents. Campus Sonar shall not provide to the A&M System any materials or services that infringe any intellectual property, privacy, or other right of any party. If Campus Sonar becomes aware of any possible infringement claims, Campus Sonar shall immediately notify the A&M System in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, Campus Sonar shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, agents, and students those Indemnitees against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) reasonable out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding, provided that said Indemnitees promptly notify Campus Sonar in writing of any claim, damage, liability, expense or loss for which it believes it is entitled to be indemnified pursuant to this section and cooperate with Campus Sonar during any action hereunder. Subject to the consent of the Attorney General of the State of Texas, Campus Sonar shall have sole control of the defense and

investigation of such Proceeding hereunder and shall employ counsel of its choice to handle and defend the same, at Campus Sonar's sole cost and expense. Campus Sonar shall not settle any Proceeding hereunder in a manner that adversely affects the rights or assets, or restrains or interferes with the business or operations of, A&M System without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.

- GG. Conflict of Interest. By executing this Purchase Order, Campus Sonar and each person signing on behalf of Campus Sonar certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Purchase Order, or in the services to which this Purchase Order relates, or in any of the profits, real or potential, thereof.
- HH. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Campus Sonar certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Campus Sonar acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- II. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Campus Sonar certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Campus Sonar acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- JJ. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the vendor 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.
- KK. Records Retention. Campus Sonar will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- LL. Insurance. Exhibit B

**NORTHSTAR EDUCATION SERVICES, LLC D/B/A  
CAMPUS SONAR**

By: Stephen App  
34E34D0F2B0F45F...  
Name: Stephen App  
Title: Business Development Manager  
Address: 2501 International Lane, Madison, WI, 53704  
Email: sapp@campussonar.com

**THE TEXAS A&M UNIVERSITY  
SYSTEM**

By: Jeff Zimmermann  
E2BE2924E69547F...  
Name: Jeff Zimmermann  
Title: Director, Procurement  
Address: 301 Tarrow, College Station, TX 77840  
Email: JZimmermann@tamus.edu  
Billing Contact: SystemVouchers@tamus.edu

**EXHIBIT A****SCOPE OF SERVICES AND RELATED FEES**

Service(s)	Deliverables	Fees
<b>Standard Strategic Partnership</b>  <b>(12 months)</b>	<p>As a <b>Standard Strategic Partnership</b> client, you'll receive the corresponding deliverables as outlined in your custom proposal after your initial onboarding call and 'homework' documents are completed:</p> <ul style="list-style-type: none"> <li>● Expanded query setup; ideal for identifying crises and trends in earned conversation with minimal irrelevancy. Includes dashboard dataset coverage of earned, non-athletic conversation only.</li> <li>● One (1) custom tab to segment special topics/initiatives anytime they appear in conversation alongside a Member campus (ex: 'covid' AND 'Prairie State' in same Tweet).</li> <li>● Weekly data and dashboard cleaning by a Campus Sonar Analyst.</li> <li>● One (1) custom segmentation by source (ex: News/Media to track brand reputation) for Member campuses.</li> <li>● A social media audit of your owned accounts.</li> <li>● Weekly reporting from your Campus Sonar Strategist.</li> <li>● Bi-annual strategy calls with Campus Sonar Analyst and Strategist.</li> <li>● Automated email alerts for six (6) user email addresses and dashboard access for three (3) users.</li> <li>● Limited crisis coverage; includes custom crisis dashboard tab, email alerts of crisis mentions, and weekly crisis reporting from Campus Sonar Strategist.</li> <li>● STREAM membership included with access for three (3) users.</li> </ul>	\$35,000

**EXHIBIT B****INSURANCE REQUIREMENTS****INSURANCE**

Campus Sonar shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Campus Sonar under this Agreement. Campus Sonar shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Campus Sonar is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

**Coverage****Limit****A. Worker's Compensation**

Statutory Benefits (Coverage A)

Statutory

Employers Liability (Coverage B)

\$1,000,000 Each Accident

\$1,000,000

Disease/Employee

\$1,000,000 Disease/Policy

Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

**B. Automobile Liability: Intentionally Omitted****Additional Endorsements**

The Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

**C. Commercial General Liability**

Each Occurrence Limit

\$1,000,000

General Aggregate Limit

\$2,000,000

Products / Completed Operations

\$1,000,000

Personal / Advertising Injury

\$1,000,000

Damage to rented Premises

\$300,000

Medical Payments

\$5,000

The required commercial general liability policy will be issued on a form that insures Campus Sonar's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Campus Sonar and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement.

E. Campus Sonar will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Campus Sonar under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Campus Sonar. Commercial General Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

The Commercial General Liability policy will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. The Commercial General Liability policy will not be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. Campus Sonar is responsible to pay any deductible or self-insured retention for any loss.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to [SOProcedurement@tamus.edu](mailto:SOProcedurement@tamus.edu).

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

## Certificate Of Completion

Envelope Id: 9739444A6D9D44C3B265CCBFB8B0EB05

Status: Completed

Subject: Please DocuSign: System Office - Texas AM System Member Campus Sonar MSA Approved 09082020.docx.pdf

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jacqueline Gibson

AutoNav: Enabled

100 Phoenix Drive

Envelopeld Stamping: Enabled

Suite 111

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ann Arbor, MI 48108

jgibson@tamus.edu

IP Address: 97.64.68.243

## Record Tracking

Status: Original

Holder: Jacqueline Gibson

Location: DocuSign

3/26/2021 10:17:45 AM

jgibson@tamus.edu

## Signer Events

Jeff Zimmermann


jzimmermann@tamus.edu

Director, Procurement & Business Services

The Texas A&M University System

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
E2BE2924E69547F...

Signature Adoption: Pre-selected Style  
Using IP Address: 128.194.24.39

## Timestamp

Sent: 3/26/2021 10:23:42 AM

Viewed: 3/26/2021 10:28:27 AM

Signed: 3/26/2021 10:28:38 AM


## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stephen App

sapp@campussonar.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
34E54D0F2B0F45F...

Signature Adoption: Pre-selected Style  
Using IP Address: 76.99.80.11

Sent: 3/26/2021 10:28:39 AM

Viewed: 3/26/2021 10:34:39 AM

Signed: 3/26/2021 10:36:43 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/26/2021 10:34:39 AM

ID: f60e242f-c53f-4de1-9eb0-5ab577787fe0

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

3/26/2021 10:23:42 AM



Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	3/26/2021 10:34:39 AM
Signing Complete	Security Checked	3/26/2021 10:36:43 AM
Completed	Security Checked	3/26/2021 10:36:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, The Texas A&M University System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact The Texas A&M University System:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [identity@tamu.edu](mailto:identity@tamu.edu)

**To advise The Texas A&M University System of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [identity@tamu.edu](mailto:identity@tamu.edu) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from The Texas A&M University System**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [identity@tamu.edu](mailto:identity@tamu.edu) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with The Texas A&M University System**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [identity@tamu.edu](mailto:identity@tamu.edu) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
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- Until or unless I notify The Texas A&M University System as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Texas A&M University System during the course of my relationship with you.