

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND DPJJ, LLC DBA WIRELESS SERVICES

This Services Agreement (“Agreement”) is entered into and effective July 1, 2022 (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and DPJJ, LLC dba Wireless Services (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with A&M System to provide DAS Maintenance and Monitoring at Kyle Field. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin July 1, 2022 and will extend through November 30, 2022. This Agreement can be extended for one (1) additional month upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, A&M System shall pay PROVIDER per the pricing outlined in Exhibit A.
- B. PROVIDER can invoice A&M System monthly for the Scope of Work identified in Section 1. 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. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a [Vendor Direct Deposit Form](https://www.tamus.edu/business/budgets-and-accounting/accounting/general/) prior to the first payment request. The form can be accessed at; <https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>.
- D. All invoices must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, A&M System may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of A&M System.

- B. Either Party may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER 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.
- B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. PROVIDER 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.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

6. 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 PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER 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 PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

- A. Insurance requirements as stated within Exhibit B, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER 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. PROVIDER 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.
- C. **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.”

- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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.
- E. **Previous Employment.** PROVIDER 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 PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** PROVIDER 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.
- G. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- H. **State Auditor’s Office.** PROVIDER 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*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- I. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- M. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or

suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

- N. **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 PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.
- O. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- P. **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.
- Q. **Non-Waiver.** PROVIDER 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.
- R. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER 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 Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

- S. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- T. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- U. **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.
- V. **Records Retention.** PROVIDER 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.
- W. **Dealings with Public Servants Affirmation.** PROVIDER has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
- X. **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, PROVIDER certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.
- Y. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: zimmermann@tamus.edu

PROVIDER: DPJJ, LLC dba Wireless Services
214 W. Cornerview St
Gonzales, LA 70737
Attention: R. Sefton Spangenberg
Phone: (225) 644-1166
Email: seftons@wirelesservices.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

DocuSigned by:
By Jeff Zimmermann
E2B1E29241E89547F...
Jeff Zimmermann
Director, Procurement and Business Services

7/1/2022 | 12:11:52 CDT
Date

Wireless Services

DocuSigned by:
By R. Sefton Spangenberg
01AAC278A9AC4CD...
R. Sefton Spangenberg
Chief Financial Officer

7/1/2022 | 12:06:50 CDT
Date

EXHIBIT A – SCOPE & PRICING

Scope

Texas A&M University System (A&M System) Office of Information Technology requires the Distributed Antenna System (DAS) at Kyle Field on the campus of Texas A&M University in College Station to be operated, maintained, and monitored for the 2022 football season (July 1 - Nov 30). Scope and requirements are listed below.

Kyle Field DAS Information

The DAS at Kyle Field is a Corning ONE solution supporting 54 sectors. Deployed in 2016, the DAS utilizes 2,000+ fibers fiber circuits and has ~550 DAS Antennas with ~1100 Remotes distributed throughout the stadium. The DAS head-end is located ~2 miles away from the stadium. There are three (3) Mobile Network Operators (MNO) on the stadium system – AT&T, Verizon, and T-Mobile.

Network Access

For the term of this agreement A&M System will provide at no cost to PROVIDER a single Ethernet network connection with an associated IP address/subnet for PROVIDER to use to perform DAS maintenance and monitoring services for Kyle Field. PROVIDER is responsible for operating and maintaining computer systems and/or network equipment utilizing the network connection and will meet TAMU's cybersecurity guidelines as applicable.

Certification

PROVIDER shall be trained and certified by Corning or complete training no later than September 1, 2022 to install, commission, maintain, troubleshoot, and repair a Corning ONE system. Proof of certification or training must be submitted to the A&M System.

Scheduled Maintenance / Scheduled Down Time

PROVIDER shall perform all necessary scheduled maintenance on the non-Game Day DAS from Monday through Friday between the hours of 7:00 PM and 6:00 AM local time. PROVIDER shall perform scheduled maintenance on the Game Day DAS from Monday through Friday between the hours of 8:00 AM and 5:00 PM so long as it does not interfere with any special event. PROVIDER will establish and follow mutually agreeable notification parameters and procedures for scheduled maintenance and emergency maintenance.

Monitoring

PROVIDER will monitor the stadium DAS 24 hours per day and 7 days per week for the term of the agreement. The PROVIDER's monitoring system will capture and distribute alarms to the PROVIDERs' staff and Operations Center. PROVIDER will analyze and review each alarm to determine the impact. If required PROVIDER will take the necessary steps to remediate the condition in accordance with agreed-to processes and procedures.

RF Measurements

No later than Aug 3, 2022 and after coordinating with the A&M System, PROVIDER will walk the stadium utilizing acceptable testing equipment and record test points to verify the signal strength levels are within the baseline levels previously established and to identify any areas of concern. Should a test show a degradation of the DAS, and if directed by the A&M System, all MNO(s) will be promptly notified of the findings and will be provided with a recommendation on how to restore the DAS to the baseline levels of service and coverage areas.

On-Site Support

PROVIDER will have technical staff on site for each of the 7 home games to provide support and address any DAS issues that may arise. PROVIDER will coordinate and assist the MNOs with any performance concern and or issues that may arise. Certain components of the DAS may not be accessible during games or special events.

Reporting

A monthly monitoring and support report of the DAS will be sent no later than five (5) business days after the end of each month to the A&M System and any designated MNO contacts. PROVIDER will provide A&M System a game day system report and deliver the report to A&M System no later than three (3) business days following the game or special event. The game day report will identify any performance issues that were identified with detailed corrective actions taken and/or recommendations on required correction.

After the final home game, PROVIDER will provide A&M System an Operations Review Report indicating, but not limited to the following: monthly DAS power level performance, link budgets, all failures, all DAS outages, all upgrades to the DAS and all power level changes, and other such information as reasonably requested by A&M System.

PROVIDER will maintain a current detailed inventory of spare parts that are available for the DAS and provide the most current inventory to A&M System in every quarterly monitoring and support report.

Firmware/Software Upgrades

PROVIDER will maintain all DAS firmware and software upgrades, so that the most current, manufacturer recommended, and stable firmware and software versions are utilized. Costs related to the acquisition of any firmware or software are not the responsibility of the PROVIDER.

Call Out Events

PROVIDER will respond to outages at the direction of the A&M System. A&M System may be charged at a pre-established call out rate and will be invoiced for such charges.

DAS Review Meetings

Upon request by A&M System, meetings may be conducted to review the performance of the DAS with the MNOs. PROVIDER will attend and participate in these meetings at mutually agreeable times and locations. PROVIDER, as requested, will be responsible for providing applicable performance reports, roadmap(s) for future implementation, and information concerning DAS growth and modifications for discussion during each scheduled meeting.

Performance Standards

PROVIDER is obligated to meet the following performance standard objectives for the DAS during the entire term of the agreement: (Measured monthly over the term of the agreement)

- Availability must be at least 99.00%
- Initial response to incident must be within specified limits for established priority levels
- Mean time to incident resolution must be within specified limits

| General Parameters | Description | Requirement |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Availability of the service | <ul style="list-style-type: none"> • Availability is defined from the perspective of the service provider not the service user; it is a measure of intrinsic quality of service. • Service availability reports should be mapped against objectives. • They should distinguish between normal operating hours, off-hour shifts, and down time as a result of scheduled maintenance. | 99% |

| | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <ul style="list-style-type: none"> • Availability should be shown by service rather than by component, and should represent user experience | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Performance/Technical Requirements

PROVIDER will own and operate all optical systems test and repair tools required to test and verify performance of the DAS. PROVIDER will provide and operate all RF tools required to test and verify signal levels in the DAS and output of the DAS.

Spares

PROVIDER will be responsible for managing and maintaining A&M System-supplied spare equipment onsite.

PROVIDER will provide a list of recommended spares to A&M System for review and approval. If directed by the A&M System, PROVIDER will purchase the approved spares. PROVIDER will not be responsible to provide spares not currently available without prior authorization from A&M System. PROVIDER will not be responsible for any resulting down time should A&M System choose not to purchase a piece of spare equipment that PROVIDER recommends.

As part of any work request that requires the use of any spare component, the PROVIDER will include the replacement cost of the spare component in the request. If an incident is resolved utilizing an existing spare component, PROVIDER will coordinate with A&M System concerning the replacement of the spare.

The A&M System understands that not all OEM equipment for the DAS will be purchased by PROVIDER, and therefore PROVIDER is not expected to warrant such equipment. PROVIDER will support A&M System and seek to have the OEM warrant the equipment it did not purchase.

Following the conclusion of any labor warranty period, all work performed by PROVIDER to repair or replace any equipment or damage shall be performed pursuant to a signed work order between A&M System and PROVIDER for such work.

In the event the repairs, damage or replacement of equipment is the result of damage by a third party or MNO, PROVIDER will assist A&M System to pursue the third party or MNO that caused the damage to recover such repair costs at A&M System's sole discretion.

Pricing

| | |
|-------------------------------------------------|----------------|
| Maintenance and Monitoring 1 July – 30 November | \$ 8,400.00/mo |
| RF Measurements (one-time fee) | \$ 3,477.17 |

Pricing for Repairs/Services not covered by scheduled maintenance and monitoring

Call Out Rates – 4 hr. minimum

| | |
|---------------------------------|--------------|
| Technician 8-5 M-F | \$82.61 hr. |
| Crew 8-5 M-F | \$165.22 hr. |
| Technician after hours/weekends | \$104.10 hr. |
| Crew after hours/weekends | \$208.20 |
| Cost plus factor | 10-15% |

EXHIBIT B – INSURANCE

PROVIDER 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 A&M System shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER 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.

Insurance:**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

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

C. Additional Endorsements

The Auto 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.

D. PROVIDER 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 PROVIDER 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 PROVIDER. Commercial General Liability and Business Auto 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.

All insurance policies 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. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. ***All insurance policies*** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in SOProurement@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.