

AGREEMENT FOR MONITORING AND MAINTENANCE SUPPORT SERVICES

THIS AGREEMENT (this “Agreement”) is made and entered into this 1st day of September, 2016 (“Effective Date”), by and between The Texas A&M University System, an institution of higher education and an agency of the State of Texas (“TAMUS”) with offices at 301 Tarrow Street, College Station, Texas 77840, and Proteus Services, LLC (“Contractor”) with offices at 3022 Durban Drive, Houston, TX 77043, each referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, TAMUS has redeveloped Kyle Field and constructed a Distributed Antenna System (DAS) at approved locations throughout Kyle Field;

WHEREAS, TAMUS entered into a contract with IBM to design and install the DAS in Kyle Field and is entitled to certain warranties from IBM for the functionality of the DAS; and

WHEREAS, TAMUS desires to engage Contractor to provide certain Monitoring and Support services for the DAS as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the parties hereto agree as follows:

1. Definitions

1.1 *Carrier*. Carrier means a wireless service provider with current FCC license to broadcast its commercial services and has a current Carrier License Agreement with TAMUS.

1.2 *Distributed Antenna System (DAS)*. For purposes of this agreement, the DAS means all of the components used to distribute the commercial wireless service providers’ FCC licensed RF signals throughout Kyle Field currently consisting of Corning MobileAccess equipment.

1.3 *Football Season*. Football Season shall mean the period commencing five calendar (5) days prior to the initial scheduled home game at Kyle Field for each calendar year and ending three (3) calendar days following the last home game scheduled at Kyle Field each calendar year.

1.4 *Priority Definitions*.

(a) P-1: Failure of DAS is greater than 50% and affecting multiple carriers, and there is no temporary workaround. Vendor (Proteus) will provide 24x7 support and resources to evaluate alternative temporary work-around solutions and permanently solve root cause of problem as expeditiously as possible. Status updates will be provided hourly or less often as requested by TAMU. Examples include: Head-end room power failure to complete DAS, total fiber failure within head-end room, total fiber failure within MDF.

(b) P-2: Failure of DAS is greater than 50%. DAS can still operate with a temporary workaround. Status updates will be provided hourly or less often as requested by TAMU. P-2 issues will be worked on a 24x7 basis during Football Season, and during the hours of 8 am through 5 pm Monday through Friday outside of Football Season. Examples include: Partial power failure in head end room or MDF, more than 1 IDF’s not functioning and partial fiber outages.

(c) P-3: Failure affecting greater than 5% but less than 50% of the total antennas in the DAS or failure of 1 carrier signal (LTE, cellular or AWS) in greater than 10% but less than 50% antennas, or individual antennas or services in non-seasonal parts of the DAS. Status updates will be provided daily or

less often as requested by TAMU. P-3 issues will be worked 7 days a week from 8 am to 5 pm during Football Season and daily from 8 am to 5 pm Monday through Friday outside of Football Season.

(d) P-4: Failure affecting individual antennas or groups of less than 5% of the total antennas in the DAS, or individual carrier signals on less than 5% of the total antennas. Status updates will be given weekly or less often as requested by TAMU. P-4 issues will be worked Monday through Friday 8 am through 5 pm.

1.5 *Maintenance.* Maintenance shall mean necessary and reasonable activities needed so that the DAS operates in conformity in all material respects with the descriptions and specifications of the DAS operating parameters consistent with the purposes for which the DAS was installed. This includes preventative and on-going maintenance.

1.6 *Monitoring.* Monitoring includes the digital and visual view of the DAS components and its operational health via a remote connection from Contractor's Operations Center. As part of the Monitoring process, Contractor receives alarms and is able to perform some general services such as resetting performance levels and making adjustments to the component settings.

1.7 *Repairs.* Repairs are not included in Maintenance. Repairs include: testing equipment following a failure of the equipment; diagnostics of the equipment beyond identifying that it is not operating properly; coordinating and working with any wireless Carrier(s) to perform additional testing and/or inspections; testing and diagnostics requested to address any performance issue that may arise; and any other service not specifically covered in this scope of work.

1.8 *Special Event.* Any event that is open to the public or the student, faculty, and staff of Texas A&M University that occurs in Kyle Field. At the discretion of TAMUS, Contractor will treat this event as if it is a football game.

1.9 *Support.* Activities included in the base fee of this scope work include, but not limited to, addressing alarms remotely from Contractor's Operations Center when possible, general preventive maintenance to ensure racks containing DAS equipment are clean and free of any extraneous debris or risks, visual inspection of the equipment that is readily accessible and removal of any extraneous debris or other material that may adversely affect the equipment. Support does not include the replacement, repair or removal and re-installation of any failed equipment, cables, connectors, fixtures, cable raceways or other material used for the DAS, except when the failed equipment is under warranty. Support does not include escort services or testing in addition to the testing detailed in this scope of work.

2. Monitoring, Maintenance, and Support

2.1 *In General.* Contractor will perform general preventative Maintenance, Support activities, and comprehensive Monitoring of the DAS, in accordance with the processes and specifications contained herein. Contractor shall notify TAMUS of all standard maintenance activities at least 2 weeks in advance of when work to perform the standard maintenance is to occur to permit TAMUS sufficient time to notify the Carriers at least one week in advance. Contractor shall notify TAMU of all significant/major maintenance activities at least 10 weeks in advance of when work to perform the significant/major maintenance is to occur to permit TAMUS sufficient time to notify the Carriers at least 8 weeks in advance. The parties stipulate that these services are not an extension of the warranty of the DAS. TAMUS's obligation to pay Contractor certain fees for the services outlined herein shall commence on the Effective Date. The Monitoring and Support services outlined herein are covered by the "Monitoring and Support Fee" as defined in Section 8.1 herein. The Monitoring and Support Fee will increase as Carriers are added to the system.

2.2 *Monitoring.* Contractor will monitor the DAS 24 hours per day, 7 days per week, 365 days per year, via a secured network connection. Contractor will establish a method to remotely access the Corning DAS GUI and equipment. Support from TAMUS will be necessary to facilitate this remote access. Contractor will establish a method of remote connectivity (air card, dedicated transport facility, etc.) to connect the DAS alarms to their offsite location. Contractor will make available a monitor displaying the DAS alarms status monitoring tool in the Hensel DAS head-end space. Log-in credentials will be shared with TAMUS to allow remote access to DAS alarm status. The DAS will capture and distribute alarms to Contractors' and Operations Center ("COC"). Contractor will immediately analyze and review each alarm to determine the impact of the alarm and, if required, will take the necessary steps to clear the alarm. In addition, Contractor will, at least once each business day, access the DAS and verify that no condition exists that requires attention. If required, Contractor will take the necessary steps to remediate the condition in accordance with the Scope of Work ("SOW") set forth herein. Contractor will review the alarm history log since the last log-in in case error notification did not occur. Saturday, Sunday and National Holiday logs will be reviewed on the next business day(s), except during Football Season as defined in section 1.3. National Holidays are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

2.3 *Quarterly Visual Inspection.* At least once each quarter of the year, Contractor shall perform an on-site DAS diagnostic check and visual verification at the DAS rack in order to detect any problems with the DAS and to verify that alarms have not been triggered. Contractor will conduct on-site inspections on pre-selected antennas and remote equipment locations each quarter, performing any housekeeping, preventive maintenance and inspection so as to cover the entire DAS during the course of a calendar year. The selection of which antennae and remote equipment is subject to the mutual agreement of the Parties.

2.4 *RF Measurements.* At the direction of TAMUS, Contractor will walk test the stadium 2 to 3 times per year using acceptable testing equipment and record the signal strength levels at certain test points across the stadium. This test frequency will be adjusted as events dictate, including but not limited to adding new carriers to the DAS or when significant system modifications occur, at the direction of TAMUS. Contractor will compare the strength levels against the established base line levels contained in the acceptance report (TAMUS will provide such acceptance reports to Contractor when they are made available to TAMUS) and identify any areas of concern. Should a test show a degradation of the DAS, TAMUS and if directed by TAMUS, all Carrier(s) will be promptly notified of the findings and will be provided with a recommendation on how to restore the DAS to the base line levels of service and coverage areas.

2.5 *Football Season On-Site Verification.* Any additional event occurring in the Stadium, during Football Season or outside of Football Season, scheduled by TAMUS and noticed to Contractor shall also be subject to the provisions of this section of this Agreement. The maximum total amount of home games and additional events per calendar year at Kyle Field will be 10. Contractor will support additional events as requested by TAMUS and based on call-out rates as defined in Section 8, below.

(a) At least three (3) calendar days prior to every home game or scheduled event at Kyle Field, Contractor shall perform an on-site DAS diagnostic check and visual verification at the DAS rack in order to detect any problems with the DAS and to verify that alarms have not been triggered. Contractor will conduct on-site inspections on antennas and accessible remote equipment locations, performing any housekeeping or preventive maintenance prior to the home game or special event.

(b) Contractor will have staff at the head-end room in Hensel and within Kyle Field for each home game and special event to provide support and address any DAS issues that may arise. These personnel will be in place 2 hours before each home game or special event and stay until the end of each game or event, or longer as special circumstances based on legitimate DAS performance needs may dictate. In addition, in accordance with the call out rates contained herein, Contractor will, as may be

required, coordinate and assist the wireless Carrier(s) with any performance concern and or issue that may arise. TAMUS acknowledges and stipulates that certain components of the DAS may not be accessible during the game or special event.

(c) Contractor shall have external support staff at its COC monitoring the DAS to identify any issues and or concerns that may arise and to communicate these to its onsite staff during the game or Special Event. Contractor shall have personnel physically present in the head-end room to monitor the DAS, backed up by remote personnel as necessary to assist in remote monitoring. In addition, Contractor will have personnel at Kyle Field two hours before each game or special event who shall remain there until at least the end of the game or special event (or longer if appropriate).

2.6 *Reporting.*

(a) A quarterly Monitoring and Support report of the DAS will be sent to TAMUS and the designated individual for each Carrier. This report will: (i) describe the status of the DAS at the time the report is issued, including any proposed or actual modifications, alterations, upgrades, or other equipment changes; (ii) note any alarms, failures or other errors that occurred during the applicable quarter and the corrective actions; (iii) list the preventive maintenance actions taken; (iv) describe any other activity related to the operation of the DAS; and (v) describe the status of any invoices for non-preventive maintenance.

(b) Contractor will provide TAMUS a game day system report and deliver the report to TAMUS 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 action taken and/or recommendations on required correction. During the IBM warranty period, Contractor will identify any warranty issues that it has identified along with a recommendation to TAMUS on how it should be addressed.

(c) Once a year, Contractor will provide to TAMUS an Operations Review Report indicating, but not limited to the following: (i) - DAS power level performance expressed as CINR and Reference Signal Received Quality (RSRQ) for LTE signals, E_c/I_0 for CDMA and UMTS signals; (ii) all failures; (iii) all DAS outages (in part or total outage); (iv) all upgrades to the DAS and all power level changes; and (iv) such other information as reasonably requested by TAMUS.

(d) Contractor will maintain a current detailed inventory of spare parts that are available for the DAS and provide the most current inventory to TAMUS in every quarterly Monitoring and Support report.

(e) TAMUS will require all Carriers and all other users of the DAS to maintain with Contractor a current list of contacts in the form set forth on Exhibit B, attached hereto. Such list shall include, at a minimum, the contact name, title, address, phone (desk and cell), and email address of Carriers' representatives. Contractor will submit the list annually to TAMUS and the Carriers for review and update. In addition, Contractor will regularly provide TAMUS and the Carriers updated contact information of its representatives from time to time as needed.

2.7 *Firmware/Software Upgrades.* As reasonably needed and appropriate, Contractor will maintain one firmware and software upgrade for the common host DAS system per year, so that the most current and stable firmware and software versions are utilized for the DAS. All additional upgrades will be priced separately, based on the level of effort required to implement such upgrades. Contractor must follow the equipment manufacturer's software/firmware upgrade process to acquire and load new software/firmware versions, and will bear all costs for resolving any issues in completing any DAS element upgrades that result from contractor not doing so. All costs related to the acquisition and installation of any hardware or software reasonably necessary for the DAS, including but not limited to, software and firmware updates, will be borne by TAMUS or Carrier(s) on a pro-rata share at the direction of TAMUS.

2.8 *Call Out Events.* TAMUS and each Carrier (at the direction of TAMUS) has the right to call and notify Contractor of a task (not otherwise included in Sections 2.1 thru 2.6 and Section 2.9, below) that needs to be performed, including but not limited to repairs or a DAS operational concern or suspected fault associated with the DAS found through their individual ability to monitor the DAS performance. Contractor shall respond to these events using the same process outlined in Section 5, below, requiring Fault Mitigation at the call out rates indicated in Section 8, below, and provide TAMUS with a copy of the received notice along with a description of the activities performed and the outcome of such activities. All call out requests must be sent to Contractor via email at kylefield-das-proteus@proteus-services.net. TAMUS and Carrier(s) may also contact Contractor by calling 713-703-3900.

2.9 *DAS Review Meetings.* Upon request by TAMUS or a Carrier, meetings shall be conducted to review the performance of the DAS. If requested by TAMUS, Contractor will attend and participate in such meetings to be conducted at mutually agreeable times and locations. Contractor, as requested by TAMUS, will be responsible for providing applicable performance reports, roadmap(s) for future implementation, and information concerning DAS growth and modifications for discussion during each such scheduled meeting.

2.10 *Performance Standards.*

(a) Contractor shall ensure the DAS meets the following performance standard objectives during the entire term of the Agreement (measured monthly over a 12 month period): (i) availability must be at least 99.00%; (ii) initial response to incident must be within specified limits for established priority levels; (iii) 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. - Availability should be shown by service rather than by component, and should represent user experience. | 99% |
| Post Installation CW Testing | A non-modulated signal is injected into the DAS commensurate with the designed link budget. Signal is then collected along the walk path, to be used when appropriate, such as when antennas are changed or new sectors are added | 95 % of the data points are to meet the baseline levels, unless agreed to by TAMUS and/or carriers |
| Conditional Acceptance | Description | Requirement |
| DAS | The venue is walked to record signal levels on idle and active channels using an antenna system with a known gain. The antenna system is described as an antenna, cable, and connectors that provide a known gain signal into the collection receiver. | 95 % of the data points are to meet the baseline levels |

(b) Performance/Technical Requirements. Contractor will own and operate all optical systems test and repair tools required to test and verify performance of the DAS. Contractor will provide and operate all RF tools required to test and verify signal levels in the DAS and output of the DAS.

(c) Performance Improvement Plan. Contractor shall achieve availability of 99.00% during the full term of this Agreement, which availability will be measured monthly and averaged annually and reviewed during quarterly business reviews ("QBR"). Contractor's overall performance shall be judged primarily on Contractor's ability to: (i) maintain the DAS Availability; (ii) provide initial response; and (iii) provide final resolution to issues in accordance with the criteria set forth in Section 5.4. If any of these three (3) performance objectives described above do not meet the applicable standard set forth in this Agreement, then Contractor shall generate a written corrective action plan for the measured period, to clear the issues and bring performance to the required level by the next rating period. Contractor shall promptly (no later than seven (7) days after notice is given to Contractor of the applicable failure) provide a copy of any such corrective action plan to TAMUS and/or an affected Carrier for TAMUS and/or such Carrier's approval. The corrective action plan must be mutually agreed upon between Contractor and TAMUS and/or Carrier, and must address Contractor's unacceptable performance with a root cause analysis of the problem; include a proposed reasonable and feasible solution; specify any process modification necessary to prevent reoccurrence; and set forth the time frame for implementing any changes and the person(s) responsible for Contractor's implementation of the corrective action plan. Each performance improvement plan will be presented at the QBR or via e-mail prior to the QBR. The concurrence of Contractor and Owner and/or carrier shall not be unreasonably withheld or delayed.

3. Included and Excluded Equipment

3.1 *Monitored Equipment.* The components of the DAS that are monitored under this Agreement are as follows:

- (a) All of the DAS's Original Equipment Manufacturers' (OEM's) equipment in use by the Carriers on the DAS. This equipment includes but is not limited to:
 - (i) OEM supplied Head-End Equipment
 - (ii) OEM supplied secondary head-end equipment
 - (iii) OEM supplied remote units
 - (iv) OEM/IBM supplied antennas
 - (v) OEM supplied interconnect link equipment
 - (vi) OEM supplied alarm platform
 - (vii) OEM/IBM supplied back-up power units (UPS) if present
- (b) The following specified BTS RF interface equipment on the DAS side of the DAS Tray:
 - (i) Cables
 - (ii) Couplers
 - (iii) Attenuators
 - (iv) Duplexers
 - (v) Loads
 - (vi) Equipment racks used to house DAS equipment (limited to that part of the equipment rack used to house DAS equipment, if the rack is shared with other equipment)
- (c) Coax connection cabling between remote units, booster units and antennas.
- (d) Fiber and associated hardware used to link the remote units to secondary head-ends and secondary head-ends back to main head-end, except for buried fiber between Hensel and Kyle Field.

3.2 *OEM Warranties.* TAMUS acknowledges there is a three (3) year warranty on certain OEM equipment supplied by IBM, such warranties commencing on dates to be supplied and verified by IBM. TAMUS further acknowledges that not all OEM equipment for the DAS was purchased by Contractor;

therefore Contractor cannot provide warranties for OEM equipment not purchased by Contractor. Contractor will support TAMUS and seek to have Corning warrant the equipment Contractor did not purchase if such Corning equipment is within the three (3) year warranty period noted herein. Contractor will invoice Corning and/or TAMUS for labor associated with trouble-shooting and replacement of Corning-warranted equipment in accordance with directions from TAMUS. Contractor will support TAMUS in enforcing warranty agreements from any equipment manufacturers providing equipment used in the Kyle Field DAS. Contractor warranted equipment list is identified in Exhibit C. Contractor will be compensated for trouble shooting and replacing defective equipment in accordance with Section 8.4.

3.3 *Work Orders.* Following the conclusion of the IBM warranty period, all work performed by Contractor to repair or replace any equipment or damage shall be performed pursuant to a signed individual Task Request Order between TAMUS and Contractor for such work as described in Section 5, below. Contractor shall not be obligated to perform any such work unless and until it receives a signed individual Task Request Order for same.

3.4 *Damage by Third Parties.* In the event the repairs, damage or replacement of equipment is the result of damage by a third party or Carrier, Contractor will assist and cooperate with TAMUS should TAMUS elect to pursue compensation from the third party or Carrier that caused the damage, in an effort to recover such repair costs at TAMUS's sole discretion.

3.5 *Excluded Equipment.* Contractor's obligations will not extend to the following equipment:

- (a) All Carrier-supplied Base Station Equipment and other associated devices or other materials, including coaxial and fiber optic cables installed at the Hensel Building to feed the DAS;
- (b) Carrier's equipment space;
- (c) Carrier's GPS antennas or any associated cabling or hardware associated with GPS antennas;
- (d) HVAC systems;
- (e) RF components used to connect the source BTS to the DAS;
- (f) Equipment racks shared with others not associated with the DAS;
- (g) AC power wiring, outlets, and associated AC power components, except to confirm that the included equipment is powered at all times;
- (h) Grounding and lightning protection devices;
- (i) Conduit, splice trays, fiber trays, and fiber boxes, and other mechanical equipment used for routing and supporting fiber;
- (j) DC power distribution wiring;
- (k) Telephone (PSTN) equipment and wiring;
- (l) Cut or damaged coaxial or fiber cable, including all jumper/connectors to head end.

3.6 *Special Excluded Equipment.* Notwithstanding the foregoing, Contractor will coordinate or perform any required repairs to the following excluded items at the rates set forth in Section 8.4, below:

- (a) Fiber optic splice trays, fiber trays, and fiber boxes, and other mechanical equipment used for routing and supporting fiber;
- (b) DC power distribution wiring;
- (c) Cut or damaged coaxial or fiber cable; except for buried fiber between Hensel and Kyle Field.
- (d) All Carrier Equipment including jumper/connectors to head end.

4. Spares

4.1 *Spare Management and Maintenance.* Contractor will be responsible for managing and maintaining TAMUS-supplied spare equipment onsite. Contractor will provide a list of recommended spares to TAMUS promptly after the Effective Date for TAMUS's review and approval. Once approved

by TAMUS, Contractor will purchase the approved spares part inventory at the sole cost of TAMUS. Contractor will not be responsible to provide spares not currently available without prior authorization from TAMUS. Contractor will coordinate with Corning and the other appropriate equipment manufacturers for their recommendations on equipment sparing levels. Contractor will coordinate with TAMUS and jointly develop mutually agreeable sparing levels for all appropriate equipment. Contractor will maintain the RMA process for all spare equipment by working with the appropriate manufacturer. Contractor will review spare usage and equipment levels with TAMUS on a quarterly basis.

4.2 *Cost Responsibility.* As part of any Task Request Order that requires the use of any spare component, the Contractor will include the replacement cost of the spare component in the Task Request Order. TAMUS may direct the Contractor to procure replacements for the spare equipment used under a Task Order or TAMUS may procure the spares replacements directly. All costs of replacing spare components will be paid for by TAMUS, unless the parts are covered by warranty, in which case, Contractor will coordinate with TAMUS for warranty coverage by IBM (or other supplier of such parts). Contractor will invoice TAMUS for this cost if appropriate. Contractor will be compensated for trouble shooting and replacing defective equipment in accordance with section 8.4, such repairs to be approved in advance by TAMUS.

5. Fault Mitigation

5.1 *Cost.* Unless otherwise noted, the following services are not covered by the Monitoring and Support Fee as defined in Section 8.1 herein and shall be billed per a Task Request Order, a sample of which is attached as Exhibit A, and billed in accordance with the call out rates set forth in Section 8.4, below.

5.2 *Identification of Fault.* Contractor shall monitor the DAS for alarms and fault indications from Contractor's Operations Center and by routine periodic site visits as set forth in Section 1 herein above. When an alarm or fault occurs, Contractor will take immediate action to: analyze the impact of the alarm or fault; notify the appropriate contacts for TAMUS and each affected Carrier by phone call and email; and provide a description of the impact of the alarm and estimated time to clear. Following the assessment of the alarm, Contractor will classify the alarm as a service interrupting alarm or a non-service interrupting alarm and take the necessary steps to clear the alarm in accordance with the priorities described in Section 5.4.

5.3 *Rectification of Fault.* Upon receipt of an alarm or fault indication as noted above, Contractor shall immediately identify the implications the alarm or the fault has on services in or around the stadium. Contractor will establish the coverage implications of the alarm by levels of severity, as are described in Section 5.4.

5.4 *Response and Resolution.* Contractor will respond to events and resolution thereof as described in the following two tables:

Priority Response and Resolution Timeframes for Seasonal DAS

| Severity | Acknowledgement | Response Timeframe | Status Updates | Target Resolution |
|------------|-----------------|--------------------|----------------|--|
| Priority 1 | 30 minutes | 4 hours | Hourly | <ul style="list-style-type: none">8 hours in Football Season1 day outside Football Season |

| | | | | |
|------------|----------|---|--------|---|
| Priority 2 | 1 hour | <ul style="list-style-type: none"> • 4 hours in Football Season • 1 day outside football season | Hourly | <ul style="list-style-type: none"> • 24 hours in Football Season • 72 hours outside Football Season |
| Priority 3 | 4 hours | <ul style="list-style-type: none"> • 24 hours in Football Season • 72 hours outside Football Season | Daily | <ul style="list-style-type: none"> • 48 hours in Football Season • 1 week outside Football Season |
| Priority 4 | 48 hours | <ul style="list-style-type: none"> • 72 hours in Football Season • 1 week outside Football Season | Weekly | <ul style="list-style-type: none"> • 1 week in Football Season • 2 weeks outside Football Season |

Priority Response and Resolution Timeframes for Non-Seasonal DAS

| Severity | Acknowledgement | Response Timeframe | Status Updates | Target Resolution |
|------------|-----------------|---|----------------|---|
| Priority 1 | 30 minutes | 3 hours | Hourly | <ul style="list-style-type: none"> • 8 hours in Football season • 1 day outside Football season |
| Priority 2 | 1 hour | <ul style="list-style-type: none"> • 3 hours in Football Season • 8 hrs outside football season | Hourly | <ul style="list-style-type: none"> • 12 hours in Football Season • 24 hours outside Football Season |
| Priority 3 | 4 hours | <ul style="list-style-type: none"> • 24 hours in Football Season • 72 hours outside Football Season | Daily | <ul style="list-style-type: none"> • 48 hours in Football Season • 1 week outside Football Season |
| Priority 4 | 48 hours | <ul style="list-style-type: none"> • 72 hours in Football Season • 1 week outside Football Season | Weekly | <ul style="list-style-type: none"> • 1 week in Football Season • 2 weeks outside Football Season |

5.5 The criteria in Section 5.4 are based on spare parts being available in a timely fashion.

(a) In the event spare parts are available for the corrective work, Contractor, at the direction of TAMUS, will schedule its crews to make the necessary repairs immediately and will provide the TAMUS with the necessary repair schedule and cost. TAMUS is responsible for the costs to make the necessary repairs.

(b) In the event there are no adequate spare parts, Contractor, at the direction of TAMUS, will order the necessary equipment and material and provide TAMUS a detail timeline for the corrective action within one business day following receipt of all required approvals. Contractor will schedule its crews to make the necessary repairs in accordance with the approved timeline and receipt of the ordered material. Contractor shall establish and maintain relationships with qualified suppliers who are prepared to ship or deliver necessary parts and materials quickly and at reasonable, competitive pricing in order to avoid delays.

(c) In all cases, Contractor will work closely with TAMUS and all Carriers to resolve the issue in an expedited process.

5.6 *On-Site Visual Inspection Alarms.*

(a) In the event an alarm is identified during an on-site visual inspection, Contractor will take the following steps until the problem is resolved:

- (i) Notify OC of observed alarm or fault to verify the alarm.
- (ii) Establish the coverage implications of the alarm.
- (iii) Notify TAMUS and Carrier(s) of the identified alarm or fault via email.
- (iv) Notify TAMUS and Carriers of the identified fault.
- (v) Take the corrective action in the matter and form identified above as quickly as possible.

(b) Every effort will be taken to clear the alarm during the onsite visit. TAMUS will be responsible for the cost to make such repairs, unless it is covered under an applicable warranty. Contractor will be compensated for trouble shooting and replacing defective equipment in accordance with section 8.4, such repairs must first be approved in advance by TAMUS.

5.7 *Force Majeure Exception.* Contractor is not responsible for maintaining the equipment covered by this Agreement within the above-referenced time periods if access to the DAS is restricted due to fire, wind, water, flood, earthquake, explosions, lightning, neglect, riot, vandalism, other natural disasters and Acts of God, electrical failure, or if damage is a direct result of work TAMUS performs or has performed that directly damages the DAS. Unless instructed by TAMUS, Contractor will make every effort to repair the DAS as quickly as possible.

6. **Interference**

6.1 In accordance with the obligation of the Carriers to operate the DAS in a manner that will not cause certain interference to other Carriers or specified third parties, TAMUS will require all Carriers to take all action reasonably necessary to promptly eliminate such interference upon notification to Carrier from Contractor that such interference is occurring.

6.2 In the event the interference cannot be eliminated within a reasonable period of time (not to exceed 72 hours), TAMUS may instruct Contractor to power down the equipment that is reasonably believed to be causing the interference until the cause of interference can be resolved (subject to the Contractor's ability to temporarily power up the equipment for intermittent testing). Contractor may invoice for these services at the Call-Out Rates set forth in Section 8.4 below, if the interference has been caused by Carrier.

7. **Service Requests and Escalation**

7.1 *Contractor Contact Numbers.* All Service Request are to be called in through Contractor's Support Phone number listed below.

Contractor's DAS Support Phone (713) 252-1251

Contractor's DAS Support Email kylefield-das-proteus@proteus-services.net

After Hours NOC: The Support number is routed to the NOC on-call tech after hours.

7.2 *Escalation Contact Numbers.* TAMUS or Carrier should follow the Escalation Procedures listed below in the event that a call back is not received within 30 minutes of initial contact to Contractor's Support Services.

Escalation Numbers:

If a call back is not received within 30 Minutes:

1st Escalation - Technical Support: Nash Higgins, Vice President: 713-703-3900

30 Minutes after no call back from 1st escalation.

2nd Escalation - Don Kielty, Senior Vice President (281) 254-9462

30 Minutes after no call back from 2nd escalation.

3rd Escalation – Wanda Kielty, President (713) 828-3441

8. Consideration and Payment

8.1 *Monitoring and Support Services.* TAMUS shall pay Contractor for on-going annual Monitoring and Support services specified in Sections 2.1 thru 2.6 and Section 2.9, above, the firm fixed-price amount of **\$116,400** per year paid monthly in equal payments. If and when TAMUS adds a third Carrier to the Kyle Field DAS, this annual amount will increase by \$30,000. Billing for Monitoring and Support Services for the additional amount for this third Carrier will commence in the month after the third Carrier is added to the Kyle Field DAS. In addition, if additional Carriers are added to the DAS, this Monitoring and Support fee will need to be renegotiated. Such monthly amount owed shall be paid for on a pro-rated basis if this Agreement is terminated as permitted by the terms of this Agreement in the middle of a month. All invoices for payment of Call-Out services, repair services, firmware/software upgrades, or the monthly payment for the annual Monitoring and Support services must be submitted within thirty (30) days of the completion of the services in a Task Request Order or within thirty (30) days of the monthly Monitoring and Support amount becoming due.

8.2 *Initial Invoice.* The initial invoice for Monitoring and Support services will be submitted 30 days following the Effective Date. Payments will be delivered at Contractor's address set forth in Section 13, below, or as may be instructed by Contractor in writing or via ACH deposit if available.

8.3 *Annual Price Escalation.* The annual Monitoring and Support fees and the call out rates set forth below shall escalate at the rate of two percent (2%) per year on the anniversary date of the Effective Date of this Agreement.

8.4 *Call-Out Rates.* Payment for all call outs shall be invoiced for all labor and materials at the following call-out rates:

- (a) \$55 per hour for a technician 8:00 am – 5:00 pm Monday – Friday;
- (b) \$110 per hour for a full technical crew (including a technician) 8:00 am - 5:00 pm Monday – Friday;
- (c) \$80 per hour for a technician 5:00 pm – 8:00 am Monday - Friday or any weekend call-out;
- (d) \$160 per hour for a full two-person technical crew (including a technician) 5:00 pm – 8:00 am Monday - Friday or any weekend call-out;
- (e) Minimum of four hours charged per Call-Out.

8.5 *Equipment and Material Rates.* All equipment and material shall be invoiced at the rate of Contractor's cost plus an administrative/overhead rate of 15% of the amount Contractor paid for the equipment or material.

8.6 *Repair Services.* Repair Services to the DAS not covered in the on-going annual Monitoring and Support fee shall be invoiced within thirty (30) days of Contractor's completion of such repairs. Invoices must include a detailed description of the labor, material and equipment required to perform the work. Contractor will include in its invoice a copy of the Task Request Order describing the nature of the fault and supporting documentation for all material and equipment used in the repair.

8.7 *Payment of Invoices.* Payment will be made to Contractor upon approval of a properly prepared and submitted invoice within thirty days of the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment Act. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment. All payments shall be made by electronic direct deposit. Contractor is required to complete and submit to TAMUS a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at: <http://www2.tamus.edu/offices/budget-acct/acct/general/>. All invoices must reference this Agreement and a description of services provided to include but not limited to time, materials, equipment, supplies, deliverables, and activities along with all necessary documentation and information to support the amounts claimed.

9. Term and Termination

9.1 *Period of Performance and Renewals.* The initial term of this Agreement shall be for two years commencing on the Effective Date as defined above, unless earlier terminated in accordance with the terms and conditions of this Agreement. This Agreement may be renewed for a maximum of four times, with each renewal term lasting a maximum of one year, upon the mutual written agreement of the Parties.

9.2 *Termination for Convenience.* TAMUS, in its sole discretion, may terminate this Agreement for any reason whatsoever upon thirty days' prior written notice to Contractor, and upon such termination: (a) TAMUS shall pay to Subcontractor, as Subcontractor's sole and exclusive remedy hereunder, an amount equal to the payment amounts currently accrued and allowable costs actually incurred by Subcontractor in accordance with and payable by TAMUS under this Agreement for the portion of the work that has been performed by Subcontractor through the date of termination and not already paid to Subcontractor for the work performed hereunder. TAMUS shall not be obligated to pay any amount of anticipated profit or fee attributable to the work that is not performed, if any, due to such termination; (b) TAMUS shall take possession and ownership (including any associated intellectual property rights) of all plans, reports, data, information, drawings, specifications, and other materials, supplies, and property prepared or acquired for TAMUS with respect to the work; and (c) TAMUS shall not be required to pay Contractor for any services performed or expense incurred after the date of termination. Contractor, in its sole discretion, may terminate this Agreement for any reason whatsoever upon at least 6 months prior written notice to TAMUS. Notwithstanding the forgoing, Contractor may not terminate its support of the DAS during Football Season, so therefore Contractor may be required to provide more than 6 months prior written notice of termination to support this requirement. Upon such termination, Contractor shall tender to TAMUS all plans, reports, data, information, drawings, specification and other materials, supplies, and property prepared or acquired for TAMUS with respect to the work that is the subject of this Agreement.

9.3 *Termination for Default.* In the event: (i) Subcontractor fails to perform the work in a skilled, workmanlike, or expeditious manner; (ii) Subcontractor is declared to be bankrupt or insolvent; (iii) Subcontractor makes an assignment for the benefit of creditors; (iv) Subcontractor shall file a voluntary petition in bankruptcy or insolvency or a receiver shall be appointed for Subcontractor and such appointment or bankruptcy or insolvency proceedings, petition, declaration, or assignment is not set aside within 60 days; (v) any representation or warranty made by Subcontractor shall prove to be false or misleading; (vi) Subcontractor defaults in the observance or performance of any covenant, agreement, or condition contained in this Agreement required to be kept, performed, or observed by Subcontractor (including without limitation failure to perform and complete items of the work within the applicable dates); or (vii) there has been a material adverse change in the financial condition of Subcontractor which affects the ability of Subcontractor to perform the work, then TAMUS may, without prejudice to any right or remedy it may have at law or in equity, terminate this Agreement and take possession of all plans, reports, data, information, drawings, specifications, and other materials, supplies, and property theretofore prepared or acquired with respect to the work by whatever means TAMUS may deem expedient. Additionally, TAMUS may pursue any action available to it to obtain relief for damages suffered by

reason of any such default, failure, or breach by Subcontractor. In the event TAMUS defaults in the observance or performance of any covenant, agreement, or condition contained in this Agreement required to be kept, performed, or observed by TAMUS (including without limitation failure to pay Contractor or provide access to equipment, as outlined in the terms of this Agreement), then Contractor may, without prejudice to any right or remedy it may have at law or in equity, terminate this Agreement by giving TAMUS no less than sixty (60) days prior written notice of the effective date of such termination. No later than fifteen (15) days after such effective termination date, Contractor shall tender to TAMUS all plans, reports, data, information, drawings, specifications and other materials, supplies, and property prepared or acquired for TAMUS with respect to the work that is the subject of this Agreement.

10. Insurance

10.1 *General Requirements.* The Contractor shall, at its own cost and expense, 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), if required, 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 TAMUS. By requiring such minimum insurance, TAMUS shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The coverage limits contained in any insurance policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Contractor under this Agreement, including, without limitation, Contractor's indemnification obligations. Contractor 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 TAMUS at least ten days before the effective date of the cancellation.

10.2 *Insurance Types and Amounts.*

(a) Commercial General Liability. A commercial general liability insurance policy in form acceptable to TAMUS including: (1) premises/operations; (2) products/completed operations liability; (3) property damage; (4) broad form contractual; and (5) personal injury and advertising injury. Any deductibles on required policies shall be at the sole risk of the Contractor. Limits shall be:

- (i) \$1,000,000 each occurrence
- (ii) \$2,000,000 general aggregate
- (iii) \$2,000,000 products/completed operations aggregate
- (iv) \$2,000,000 personal injury, bodily injury, advertising injury liability per occurrence and aggregate

(b) Commercial Automotive. Commercial automotive, bodily injury and property damage insurance in form acceptable to TAMUS for business use covering all vehicles operated by Contractor, its officers, agents, and employees in connection with the Services, whether owned by Contractor, TAMUS, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage).

(c) *Worker's Compensation and Employer's Liability.* Worker's Compensation insurance which meets applicable statutory requirements (Coverage A) and Employer's Liability insurance with limits not less than:

- (i) \$1,000,000 bodily injury by accident – each accident
- (ii) \$1,000,000 bodily injury by accident – each employee
- (iii) \$1,000,000 bodily injury by disease – policy limit

10.3 *Certificate of Insurance.* Contractor will deliver to TAMUS 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 Contractor 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.

10.4 *Additional Insured Parties; Primary Cover.* All insurance policies, with the exception of worker's compensation, employer's liability and professional liability, if required, will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University (and their respective officers, employees and agents) as Additional Insureds up to the actual liability limits of the policies maintained by Contractor. 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.

10.5 *Waiver of Subrogation; Cancellation Notice.* 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, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to TAMUS 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 TAMUS ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

10.6 *Deductibles.* Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by Contractor under this Agreement. Contractor 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.

10.7 *Insurance Notifications.* Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TAMUS contact:

The Texas A&M University System
301 Tarrow Street
College Station, TX 77840
Attn: Jeff Zimmermann
Facsimile Number: 979-458-6101
Email Address: jzimmermann@tamus.edu

11. Indemnity

11.1 *Indemnity.* Contractor shall indemnify and hold harmless TAMUS from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of

litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to or loss of any property arising out of or in connection with the work done by Contractor under this Agreement where such injuries, death, loss, or damages are caused by Contractor's sole negligence or the concurrent negligence of Contractor and a subcontractor of Contractor. If the concurrent negligence of TAMUS is a proximate causation of such injuries, death, loss, or damages, this indemnification shall only apply to that portion of Contractor's comparative negligence. Contractor assumes no liability for injuries, death or damages resulting from the sole negligent acts of TAMUS, its officers, agents, or employees. As used in the foregoing, "negligence" includes gross negligence.

12. Representations and Warranties

12.1 *Contractor's Work.* In addition to all warranties established by law, Contractor represents and warrants that: (a) all goods and services covered by the Agreement shall conform to the specifications or other descriptions set forth in the Agreement or otherwise furnished or adopted by TAMUS, and shall be merchantable and fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS shall have the rights of inspection and approval. TAMUS may, at Contractor's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of this Agreement. Defects shall not be deemed waived by TAMUS's failure to notify Contractor upon receipt of goods or completion of services, or by payment of invoice. All goods delivered pursuant to the Agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the Agreement.

12.2 *Contractor's Work.* Without limiting the rights that TAMUS may otherwise have, Contractor represents and warrants that all work performed shall be accurate, correct, and free from defect or deficiency with respect to the requirements in this Agreement. If TAMUS discovers any defect or deficiency within one year from the completion of the work, and TAMUS notifies Contractor of the defect or deficiency within a reasonable period of time after discovery, Contractor shall, at its sole expense (including all other labor, materials, and other services necessary), promptly correct or remedy the defect or deficiency to TAMUS's reasonable satisfaction. If Contractor fails to promptly make such correction or remedy, then: (a) TAMUS shall have the right to make the correction or remedy for Contractor's account, and (b) upon demand by TAMUS, Contractor shall promptly reimburse TAMUS for all cost and expenses incurred by TAMUS to make such correction or remedy.

12.2 *Subcontractor Work.* Contractor shall use its best efforts to ensure that all warranties provided by lower-tier subcontractors and manufacturers are assigned to TAMUS. If any warranty cannot be assigned to TAMUS, Contractor shall use its best efforts to make the warranty available for TAMUS's benefit. Contractor shall deliver a copy of each written warranty provided by lower-tier subcontractors and manufacturers to TAMUS. The warranties under this provision shall be in addition to any others provided elsewhere in this Agreement or otherwise under any operation or application of law.

13. Notices

13.1 Formal notices provided under this Agreement must be in writing and delivered by: (i) U.S. Postal Service; (ii) certified mail, return receipt requested; (iii) hand delivered; (iv) email; or (v) delivery by a reputable overnight courier service. The notice will be deemed given on the day the notice is received. In the case of notice by email, the notice is deemed received at the local time of the receiving machine. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing.

TAMUS (Business)
Jeff Zimmermann
301 Tarrow, 3rd Floor

Contractor (Business)
Wanda Kielty
3022 Durban Drive

College Station, TX 77840
Tel: 979-458-6410
Email: jzimmermann@tamus.edu

Houston, TX 77043
Tel: 713-828-3441
Email: wanda.kielty@proteus-services.net

TAMUS (Technical)
Matthew Almand
301 Tarrow, 3rd Floor
College Station, TX 77840
Tel: 979-458-6447
Email: matthew-almand@tamus.edu

Contractor (Technical)
Nash Higgins
10770 Moss Ridge Rd
Houston, TX 77043
Tel: 713-703-3900
Email: nash.higgins@proteus-services.net

14. Miscellaneous Terms

14.1 *Public Information Act.* TAMUS 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 TAMUS written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMUS has a right of access. Contractor acknowledges that TAMUS 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.

14.2 *Applicable Law.* This Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. In addition, by statute (Texas Education Code §85.18), mandatory venue for all legal proceedings against TAMUS is to be in the county in which the principal office of the governing officer is located. At execution of this Agreement, such county is Brazos County, Texas.

14.3 *Immunities and Privileges.* Contractor expressly acknowledges that TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.

14.4 *Disputes.* The 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 TAMUS and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor must submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

14.5 *Assignment.* Subcontractor may not assign this Agreement without obtaining the prior written consent of TAMUS which shall not be unreasonably withheld. Any attempt to do so shall be void.

14.6 *Taxes.* Contractor will be responsible for paying all required applicable sales tax for any material, equipment or services that are subject to such taxes. TAMUS, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

14.7 *Entire Agreement.* This Agreement (and any exhibits hereto) constitutes the entire agreement between the Parties and supersedes all prior written and verbal agreements (including but not limited to the Letter of Intent and Interim Agreement (along with Amendment Number 1, thereto) between Contractor and TAMUS), representations, promises or understandings between the Parties. Any amendments to this Agreement must be in writing and executed by both Parties.

14.8 *Severability.* If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14.9 *Attorney Fees.* The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

14.10 *Non-Discrimination.* Contractor must not, in the performance of this Agreement, discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation.

14.11 *Immigration Reform and Control Act of 1986.* Contractor certifies that it does not and will not, during the performance of this Agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

14.12 *Independent Contractor.* Contractor is an independent contractor in the performance of the work and is not acting as a partner, joint venturer, or agent of TAMUS under this Agreement. Contractor's employees, officers, or agents shall not be considered or deemed to be servants, agents or employees of TAMUS. Contractor shall have exclusive direction and control over the manner and method of carrying out the tasks for accomplishing the work to be performed pursuant to this Agreement, TAMUS being interested only in the completed performance of the services herein contemplated.

14.13 *Ownership of Information and Documents.* Information created, derived, or otherwise produced by Contractor shall be the exclusive property of TAMUS. Contractor acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which Contractor believes is confidential under Texas law must be clearly designated as such by Contractor. In the event TAMUS receives a request for public information for any portion of any final report or papers that have been designated by Contractor to be confidential, TAMUS will provide notice to Contractor and Contractor may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code. Upon completion or termination of this Agreement, all documents prepared by the Contractor for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the Contractor.

14.14 *Subcontracting.* No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMUS. Upon written request, the Contractor shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein. The Contractor shall be fully responsible for all work performed under this Agreement. No subcontract, which the Contractor entered into with

respect to performance under this Agreement, shall in any way relieve the Contractor of any responsibility for the performance of its duties under the terms of this Agreement. The Contractor shall notify TAMUS in writing of any changes in subcontracting.

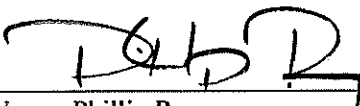
14.15 *Audits.* Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), or TAMUS to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor or TAMUS in the conduct of the audit or investigation, including without limitation, providing all records requested. Contractor must include this provision in all contracts with permitted subcontractors.

14.16 *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."

14.17 *Payment of Debt or Delinquency to the State.* Pursuant to Section 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward certain debts or delinquencies that Contractor 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives thereof on the Effective Date.

THE TEXAS A&M UNIVERSITY SYSTEM

By: 
Printed Name: Phillip Ray
Title: Vice Chancellor for Business Affairs
Date: 1/23/17


PROTEUS SERVICES, LLC
By: 
Printed Name: Wanda Y. Kielty
Title: President
Date: 1/19/17

Exhibit A
Task Request Order

Sample

Contractor: **Proteus Services, LLC**

Task Request No. _____

Project No. _____

1. Authorization:

Upon execution of this Task Request Order by both Parties and TAMUS's issuance of a written Notice to Proceed for same, Contractor is authorized to perform the Services described below subject to the terms and conditions of the Agreement for Monitoring and Support Services (the "Agreement") by and between Texas A&M University System ("TAMUS") and Proteus Services, LLC ("Contractor").

2. Services to be Performed and Deliverable Required:

3. Work Site(s):

4. Schedule:

The Services shall commence by _____, 20____, and be completed by _____, 20 ____.

5. Compensation:

_____*[Insert Description of Amounts to be Paid and Basis of Payment (i.e., Firm-Fixed Price; Fixed Labor Hour; Cost-Reimbursement; Etc.)]*_____.

Compensation for the above Services shall be invoiced and paid in accordance with the compensation provisions of the Agreement. TOTAL COMPENSATION FOR THIS WORK ORDER MUST NOT EXCEED \$_____.

6. Incorporation by Reference:

This Task Request Order is incorporated as an integral part of the Agreement and is subject to all terms and conditions of the Agreement unless specifically stated otherwise in this Task Request Order. In case

of a conflict between the express terms of this Task Request Order and the Agreement, the terms of this Task Request Order shall take precedence.

Agreed to and Accepted by:

TAMUS: _____

Name: _____

Title: _____

Date: _____

Contractor: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

**Project Contact
Notification List**

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| Contractor: | TAMUS | AT&T |
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EXHIBIT C

Contractor Warranted Equipment List
(To be inserted)

