

MASTER NETWORK AS A SERVICE MANAGED NETWORK SERVICES AGREEMENT

This Master NaaS-Managed Network Services Agreement (this “Agreement”) is between The Texas A&M University System (“TAMUS” or “Customer”) with business offices at 301 Tarrow Street, College Station, Texas, and AT&T Corp. (“AT&T”), with business offices at 208 S. Akard Street, Dallas TX 75202. Each of the foregoing may be referred to individually as a “Party” and collectively as the “Parties”. Upon execution by both Parties, this Agreement shall be effective as of August 26, 2020.

RECITALS

WHEREAS, TAMUS wishes to procure from AT&T and AT&T wishes to provide to TAMUS AT&T’s Managed Network Services (the “Managed Services”) as more particularly described in this Agreement; and

WHEREAS, the Parties desire to set forth the terms and conditions that shall apply to such Managed Services pursuant to this Agreement;

NOW, THEREFORE, AND IN CONSIDERATION of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1 “Affiliate” of a Party means any entity that controls, is controlled by or is under common control with such Party.

1.2 “API” means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

1.3 “Applicable Law” or “Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations that relate to the subject matter of this Agreement or a Party’s performance in connection with it.

1.4 “AT&T Equipment” means any and all equipment and physical assets and equipment owned or controlled by AT&T or by AT&T’s customers and under the control of AT&T that are reasonably necessary and appropriate for the provision of Managed Services including, but not limited to: servers, routers, switches, storage devices, racks, antennas, cabinets, enclosures, and control boxes, and supporting structures, whether new, existing or replacement structures, and whether referred to singly or collectively.

1.5 “AT&T Software” means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to TAMUS. AT&T Software does not include software that is not furnished to TAMUS.

1.6 “TAMUS Personal Data” means information that identifies an individual, that TAMUS directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

1.7 “Cutover” means the date TAMUS’s obligation to pay for Services begins.

1.8 “Network Head-In Site” refers to the “Fiber Hut” or Data Center that is programmed to be located on the TAMUS RELLIS Campus.

1.9 “Exclusive” and “Exclusivity” mean that AT&T (subject to certain exceptions described herein) will be the sole party that will be permitted by TAMUS to provide Managed Services (and related AT&T Equipment, if any) within the Licensed Area during the Term of this Agreement, including buildings in existence on the date hereof and all future buildings constructed therein; excepting, however, only those existing and future buildings (or any part thereof) that must construct and maintain independent network managed services either (a) for security purposes or (b) as part of a Research Network.

1.10 “Effective Date” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

1.11 “License” means the Exclusive right (subject to certain exclusions or exceptions described in this Agreement) granted by and subject to this Agreement, to AT&T to construct and maintain the AT&T Equipment on, over, under, upon, across, inside, and along the Licensed Area.

1.12 “Licensed Area” shall mean all the area within the boundaries of the TAMUS RELLIS Campus as it exists as of the effective date defined in Appendix A, which is attached hereto. Regarding any future expansion of the RELLIS Campus, TAMUS reserves the right to either: (a) amend this Agreement to include any such expansion area into the definition of Licensed Area; or (b) contract with a different vendor for a license to install, operate, and maintain network managed services within such expansion area. Subject to any exclusions or exceptions described in this Agreement, the Licensed Area includes the surface of, and the space above and below, any street, alley or similar rights of way (however nominated), along with dedicated utility easements within the Licensed Area as may now exist or be hereafter created, until and unless the same are abandoned or otherwise disposed of, that are appropriate for placement of the AT&T Equipment. The Licensed Area also includes structures, buildings, or other improvements situated within the TAMUS RELLIS Campus.

1.13 “Managed Services” or “Services” means the services provided by AT&T pursuant to this Agreement.

1.14 “Network Connectivity” means the high-speed persistent connection established between TAMUS’s RELLIS Campus locations to the AT&T Equipment.

1.15 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or nonprofit.

1.16 *Intentionally omitted.*

1.17 “Research Network” means a network intended solely to support research and development of new or enhanced products and services or advance academic endeavors supported by TAMUS. These networks will not support nor carry commercial subscriber traffic.

1.18 “Service Component” means an individual component of a Service provided under this Agreement.

1.19 “Service Publications” means Guidebooks, Service Guides and the AUP. AT&T may revise Service Publications at any time.

1.20 “Site” means a physical location, including Customer’s collocation space on AT&T’s or its Affiliate’s or subcontractor’s property, where AT&T installs or provides a Service.

1.21 “Software” means AT&T Software and Vendor Software.

1.22 “Third-Party Service” means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

1.23 “Vendor Software” means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

2. Contract Documents; Order of Precedence; Scope of Work

2.1 *Overview of Documents.* This Agreement, which incorporates by reference the following additional documents to the extent applicable, shall apply to all Services:

- a. **Statements of Work.** Activities to be performed under this Agreement will be set forth from time to time in Statements of Work (each a “SOW”) in the general form set forth in Appendix B. Any such SOW shall be subject to the terms and conditions set forth in this Agreement unless otherwise specifically provided for in the SOW.
- b. **Pricing Schedules.** A “Pricing Schedule” means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term (“Pricing Schedule Term”).
- c. **Acceptable Use Policy.** AT&T’s Acceptable Use Policy (“AUP”) applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- d. **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

2.2 *Priority of Documents; Terms of SOW to Control.* In the event of any conflict between the terms and conditions of this Agreement and any SOW, the terms and conditions of the SOW will control. The order of priority of the documents that form this Agreement is: the applicable SOW, Pricing Schedule or Order; this Agreement; the AUP; and Service Guides.

2.3 *TAMUS Affiliates.* TAMUS Affiliates (i.e., member institutions and agencies of TAMUS) have the option to utilize services within the scope of this Agreement by signing an SOW directly with AT&T. Such SOW shall be subject to the terms and conditions of this Agreement unless otherwise stated in the SOW. Such SOWs shall be treated as an agreement directly between AT&T and the TAMUS Affiliate signing such SOW. In cases where a TAMUS Affiliate signs an SOW with AT&T, all references to TAMUS in this Agreement that are incorporated by reference into such SOW shall be treated as references to the TAMUS Affiliate signing such SOW.

3. **AT&T Deliverables**

3.1 Services. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Agreement for the Service ordered.

3.2 AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

3.3 Intentionally Omitted.

3.4 License and Other Terms. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3.5 Access Right. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.6 License Grant. Customer hereby grants to AT&T and all AT&T Affiliates and AT&T and all AT&T Affiliates hereby accept the License for the term of this Agreement or any SOW or Pricing Schedule that may continue in effect in accordance with its terms following this Agreement's expiration.

3.7 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless

expressly provided to the contrary in an applicable Service Publication.

3.8 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. **Term**

4.1 Duration. This Agreement shall be in force and effect for a term of fifteen (15) years unless properly terminated by either Party in accordance with this Agreement. This Agreement may be renewed at the option of TAMUS in its reasonable discretion in three-year renewal periods beyond the expiration date stated above, the principal consideration for such decision to exercise the option relating to the renewal being the quality of work of AT&T hereunder and its compliance with the terms hereof. In order to exercise such option, TAMUS must give AT&T written notice of its intent to exercise such option no later than ninety (90) days prior to the expiration date stated above. Upon termination, all of TAMUS's consents to use and occupancy of the Licensed Area, and AT&T's rights to use and occupy the Licensed Area are also terminated. Notwithstanding the foregoing, all AT&T's duties related to use of the Licensed Area, and its duties to indemnify TAMUS, shall survive termination until all of the AT&T Equipment is removed, or AT&T's obligations terminate by agreement of the Parties.

5. **Consideration**

5.1 Consideration and Payment. Specific terms and conditions for the amount, structure, and nature of the consideration to be paid, as well as for the payment of such consideration for the work to be performed under a specific SOW must be defined in each such SOW.

5.2 Intentionally Omitted.

5.3 Payments. Subject to Section 13.22 (Texas Prompt Payment Act, as applicable) below, payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable SOW, Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. TAMUS will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a SOW at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

6. **Termination**

6.1 Termination of Agreement. This Agreement or any SOW issued hereunder may be terminated immediately upon notice by either Party if the other Party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

6.2 Termination or Suspension. The following additional termination provisions apply:

(a) **Material Breach**. If either Party fails to perform or observe any material warranty, representation, term, or condition of this Agreement or any SOW issued hereunder, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved Party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing TAMUS with as much advance notice as is reasonably practicable under the circumstances if TAMUS, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(c) **Infringing Services.** If the options described in Section 9.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 9.1 (AT&T's Obligations).

(d) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until TAMUS removes and remediates the Hazardous Materials at TAMUS's expense in accordance with applicable law.

(e) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

6.3 Effect of Termination.

(a) Termination or suspension in part by either Party of a the Services to be performed hereunder does not waive any other rights or remedies a Party may have under this Agreement as to the non-terminated Services and will not affect the rights and obligations of the Parties regarding any other non-terminated Services.

(b) If a Service or a part of the Services is terminated, TAMUS will pay all amounts incurred prior to the effective date of termination.

6.4 Termination Charges.

(a) If TAMUS terminates this Agreement or a SOW or a part of the Services under a SOW for cause in accordance with the Agreement or if AT&T terminates a Service or a part of the Services other than for cause, TAMUS will not be liable for the termination charges set forth in this Section 6.4.

(b) If TAMUS or AT&T terminates a Service or Service Component in accordance with termination provisions described in this Agreement prior to Cutover other than as set forth in Section 6.4(a), TAMUS (i) will pay any pre-Cutover termination or cancellation charges set out in a SOW, Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

6.5 **TAMUS Termination Right.** TAMUS shall have the right to terminate this Agreement or a SOW issued hereunder (in whole or in part): (a) if TAMUS is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the AT&T Equipment from the Licensed Area; (b) if any term related to the design or placement of the AT&T Equipment is unenforceable; or (c) AT&T pays a Failure to Complete Fee.

6.6 **Upon Expiration or Termination of the Agreement.** Following the expiration or termination of this Agreement for any reason, or in the event AT&T ceases to operate and abandons any AT&T Equipment, AT&T shall in either case, within one hundred twenty (120) days: (a) restore the Licensed Area to specifications prescribed by TAMUS; and (b) remove all AT&T Equipment from the Licensed Area. Alternatively as to Section 10.5(b), upon written approval by TAMUS, AT&T may convey ownership of the AT&T Equipment to TAMUS free and clear of any claims or obligations to pay any consideration and abandon such AT&T Equipment in place in the Licensed Area. If AT&T defaults in its obligations hereunder as set forth above, TAMUS may perform the necessary work and charge the reasonable cost thereof to and collect the same from AT&T.

7. Confidential Information

7.1 **Confidential Information Defined.** Confidential Information means: (a) information the Parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

7.2 **Obligations.** A disclosing Party's Confidential Information will, for a period of 3 years following its disclosure to the other Party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving Party's employees, agents, and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other Party and agree in writing (except that employee agreements do not have to be in writing) to use and disclosure restrictions as restrictive as this Section 10) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing Party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality, and to operate, maintain and enhance the network and Services).

7.3 **Exceptions.** The restrictions in this Section 7 will not apply to any information that: (a) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (b) is lawfully received by the receiving Party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

7.4 **Privacy.** Each Party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents, and contractors around the world who process TAMUS Personal Data to protect TAMUS Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If TAMUS does not want AT&T to comprehend TAMUS data to which it may have access in performing Services, TAMUS must encrypt such data so that it will be unintelligible. TAMUS is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding TAMUS's and AT&T's collection and use of the User, employee, or agent information in connection with a Service. TAMUS will only make accessible or provide TAMUS Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by TAMUS in

writing, if AT&T designates a dedicated account representative as TAMUS's primary contact with AT&T, TAMUS authorizes that representative to discuss and disclose TAMUS's customer proprietary network information to any employee or agent of TAMUS without a need for further authentication or authorization.

8. Limitations of Liability and Disclaimers

8.1 Limitation of Liability.

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE, TO THE EXTENT PERMITTED BY LAW:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 7 (Confidential Information), SECTION 13.28 (Publicity) OR SECTION 13.29 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 9 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 8.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 9 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 8 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

8.2 Disclaimer of Liability. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

8.3 *Disclaimer of Warranties.* AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

8.4 *Application and Survival.* The limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a Party was advised of the possibility of such damages and will apply so as to limit the liability of each Party and its Affiliates and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 8 will survive failure of any exclusive remedies provided in this Agreement. TAMUS agrees to this entire Section 8 to the extent permitted by the Constitution and laws of the State of Texas.

9. Third Party Claims

9.1 *AT&T's Obligations.* AT&T agrees at its expense to defend and either to settle any third-party claim against TAMUS, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such Parties for a claim alleging that a Service provided to TAMUS under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) TAMUS's, its Affiliate's or a User's content; (b) modifications to the Service by TAMUS, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by TAMUS or others; (c) AT&T's adherence to TAMUS's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

9.2 *TAMUS's Obligations.* To the extent permitted by the Constitution and laws of the State of Texas, TAMUS will not engage, or permit any Affiliate or User to engage, in acts or omissions that cause, produce, or otherwise give rise to any third-party claim against AT&T, its Affiliates or its and their respective employees, directors, subcontractors and suppliers that: (a) arises out of TAMUS's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 9.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 9.1; or (c) alleges a breach by TAMUS, its Affiliate or a User of a Software license agreement.

9.3 *Infringing Services.* Whenever AT&T is liable under Section 9.1, AT&T may at its option either procure the right for TAMUS to continue using, or may replace or modify, the Service so that it is non-infringing.

9.4 *Notice and Cooperation.* The Party seeking defense or settlement of a third-party claim under this Section 9 will provide notice to the other Party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other Party is prejudiced by the delay. The Party seeking defense or settlement will allow the other Party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending Party will use counsel reasonably experienced in the subject matter at issue, which will be subject to the other Party's reasonable consent (which if not timely and reasonably provided relieves the defending Party of its defense and settlement obligations under this Section 9), and will not settle a claim without the written

consent of the Party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending Party under this Section 9.

9.5 Exception. AT&T's obligations under Section 9.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

10. Insurance and Bond Requirements

10.1 Insurance. AT&T shall obtain and maintain, for the duration of this Agreement or longer, the maximum 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 eligible 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. By requiring such minimum insurance, TAMUS shall not be deemed or construed to have assessed the risk that may be applicable to AT&T under this Agreement. AT&T shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. AT&T 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. AT&T will provide written notice to TAMUS at least thirty (30) days before the effective date of the cancellation of any coverage that is not replaced.

A. Worker's Compensation

| <u>Coverage</u> | <u>Limit</u> |
|----------------------------------|-----------------------------------------------------------------------------------------------|
| 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 TAMUS. 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;

C. Commercial General Liability

| <u>Coverage</u> | <u>Limit</u> |
|---------------------------------|--------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations | \$1,000,000 |
| Personal / Advertising Injury | \$1,000,000 |
| Damage to rented Premises | \$300,000 |

The required commercial general liability policy will be issued on a form that insures AT&T's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury and contractual liability coverage.

Self-Insurance

Notwithstanding the forgoing, AT&T may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation under this Agreement to include Texas A&M as an additional insured, the following conditions apply: (i) Texas A&M shall promptly and no later than thirty (30) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Texas A&M shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of AT&T; and (iii) Texas A&M shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

Additional Endorsements

The Auto and Commercial General Liability Policies shall include The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insureds (collectively "Texas A&M"). Texas A&M's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by AT&T, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Texas A&M, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Texas A&M, its employees, agents or independent contractors; and, (iii) not exceed AT&T's indemnification obligation under this Agreement, if any.

D. AT&T will deliver to TAMUS:

Evidence of insurance on an ACORD form certificate of insurance verifying the existence and actual limits of all required insurance after the execution and delivery of this Agreement and prior to the performance of any services by AT&T under this Agreement. Additional evidence of insurance will be provided on an ACORD form certificate of insurance verifying the continued existence of all required insurance no later than ten (10) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability, will be include 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 as Additional Insureds. 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.

To the extent allowed by law 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 Texas A&M University at least ten days before the effective date of the cancellation. AT&T will provide written notice to TAMUS at least thirty (30) days prior to the effective date of cancellation or non-renewal relating to any required insurance coverage that is not replaced.

Any deductible or self-insured retention must be declared to TAMUS prior to the performance of any services by AT&T under this Agreement. AT&T 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

mailed, faxed, or emailed to the following TAMUS contact:

Risk Management
The Texas A&M University System
301 Tarrow Street
College Station, Texas 77840
Phone: (979) 458-6237
Email: clongoria@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all Services have been fully performed.

11. Transfer or Assignment and Subcontracting

11.1 No Assignment. The Agreement (or any SOW issued hereunder), or control of the License or of the AT&T Equipment within the Licensed Area may not be assigned or transferred directly or indirectly by any means without the prior written consent of TAMUS which consent shall not be unreasonably withheld, conditioned or delayed if AT&T is in compliance with this Agreement and provided that the transfer or assignment does not create any additional burden upon the Licensed Area, or adversely affect TAMUS's interests under this Agreement.

AT&T may subcontract to an Affiliate or a third-party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

12. Notices

12.1 Contact Information. All notices, requests, demands, and other communications hereunder which are required to be in writing shall be deemed given if electronically delivered by email; personally delivered; sent to the following addresses by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery:

TAMUS:

Technical Matters

Mark Stone

Chief Information Officer

Phone: 979-458-6440

Email: mstone@tamus.edu

Business Matters

Jeff Zimmermann

Director, Business and Procurement

Phone: 979-458-6410

Email: JZimmermann@tamus.edu

AT&T:

Chris Finch

Client Solutions Executive

Phone: 512-917-3276

Email: cf4979@att.com

12.2. Changing Notice. Either Party may change the person, address, email or telephone to which notice may be provided by written notice to the other Party. Each Party must ensure that the other has accurate information as to where notices are to be provided.

13. General Provisions

13.1 Safe Work Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and

reasonably suitable for the Services. “Hazardous Materials” mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

13.2. Merger; Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the Parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

13.3. Non-Waiver. Failure of a Party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement, or to exercise any of its rights hereunder shall not waive such rights, but such Party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both Parties. A waiver by either Party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

13.4. Force Majeure. Except for payment of amounts due, if either Party is prevented or delayed from fulfilling any term or provision of this Agreement because of an event or occurrence beyond such Party’s reasonable control such as (without limitation) by reason of fire, flood, earthquake, acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, pandemics, epidemics, national or regional health emergencies, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other cause not attributable to the negligence or fault of the Party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

13.5. Governing Law and Jurisdiction. This Agreement will be governed by the law of the State of Texas, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Brazos County, Texas, and any appropriate appeals courts will be the proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. The choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. This Agreement and all of the rights and obligations of the Parties hereto and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas.

13.6. TAMUS is an Agency of the State of Texas. AT&T 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.

13.7. Change in Law and Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 13.5 (Governing Law), applicable law mandates a different

interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.

13.8 *Independent Contractor.* AT&T is an independent contractor, and neither AT&T nor any employee of AT&T shall be deemed to be an agent or employee of TAMUS. Customer is an independent contractor as well. Neither Party bears responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status to any officer, employee, or agent of the other Party or its Affiliates. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party

13.9 RESERVED

13.10 *Audit.* Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement with AT&T in form and substance reasonably acceptable to AT&T. Such reviews shall take place at a time and place reasonably agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records. AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances. AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or confidential information of other AT&T customers or other AT&T information that is not relevant to the purposes of the review.

13.11 *Headings.* Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

13.12 *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 TAMUS and AT&T to attempt to resolve any claim for breach of contract made by AT&T that cannot be resolved in the ordinary course of business. AT&T shall submit written notice of a claim of breach of contract under this Chapter to the TAMUS Chief Business Officer, who shall examine AT&T's claim and any counterclaim and negotiate with AT&T in an effort to resolve the claim. The Parties specifically agree that (a) neither the execution of this Master Agreement by TAMUS nor any other conduct, action, or inaction of any representative of TAMUS relating to this Agreement constitutes or is intended to constitute a waiver of TAMUS's or the state's sovereign immunity to suit; and (b) TAMUS has not waived its right to seek redress in the courts. Any term or provision between the Parties indicating agreement to arbitration, other alternative dispute resolution, or litigation options in the event of a dispute between the Parties is expressly rejected and is null and void.

13.13 *Public Information.* All information, documentation and other material submitted by AT&T for and under this Agreement are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). AT&T is hereby notified that Customer strictly adheres to this statute

and the interpretations thereof rendered by the Courts and the Texas Attorney General. Customer will use its best efforts to maintain the confidentiality of all AT&T-submitted information except where Customer is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether AT&T-proprietary information is released to the public, however Customer will give AT&T prior notice of all requests for its Confidential Information in accordance with the Texas Public Information Act.

13.14 *Anti-Boycott*. If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, and if AT&T is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code § 2270.002, AT&T affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code § 808.001.

13.15 *Certification Regarding Business with Certain Countries and Organizations*. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, AT&T certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization in violation of such Subchapter F.

13.16 *Prohibition on Contracts Related to Persons Involved in Human Trafficking*. Under Section 2155.0061, [Texas] Government Code, AT&T 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.

13.17 *No Third Party Beneficiaries*. This Agreement is for the benefit of TAMUS and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

13.18 *RESERVED*.

13.19 *Prohibited Bids and Agreements*. Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or 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.

13.20 *Texas Family Code Child Support Certification*. Pursuant to Texas Family Code §231.006, AT&T certifies that it is not ineligible to receive payment under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

13.21 *Non-Appropriation of Funds*. TAMUS represents and warrants that TAMUS has funds appropriated and available to pay all amounts due under this Agreement through the end of TAMUS's fiscal period in effect as of the effective date of this Agreement. TAMUS further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement. In the event TAMUS is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, TAMUS may terminate the Services without liability for the termination charges upon the following conditions: (i) TAMUS has taken all actions necessary to obtain adequate appropriations and funding; (ii) despite TAMUS's best efforts funds have not been appropriated or allocated to TAMUS and are otherwise unavailable to pay for the Services; and (iii) TAMUS has negotiated in good faith with AT&T to develop revised terms and an alternative payment schedule or a new agreement to accommodate TAMUS's budget. If TAMUS so terminates any Service, TAMUS must provide AT&T thirty (30) days' prior written notice. Termination of Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were

appropriated or otherwise made available. If TAMUS terminates the Services under this Agreement pursuant to this clause, TAMUS agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term.

13.22 Texas Prompt Payment Act Applicable. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge the applicability of Texas Government Code §2251 (the Texas Prompt Payment Act) to this Agreement and agree that it will govern to the extent it conflicts with any billing and payment obligations set forth in this Agreement.

13.23 Survival. The respective obligations of TAMUS and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 8 (Limitations of Liability and Disclaimers) and Section 9 (Third Party Claims), will survive such termination or expiration.

13.24 Compliance with Laws. Each Party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

13.25 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a Party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

13.26 Import/Export Control. Neither Party will use, distribute, transfer or transmit any equipment, services, software, or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions, and regulations.

13.27 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary to the extent not prohibited by applicable law.

13.28 Publicity. Subject to Section 13.13 (Public Information) above, neither Party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other Party.

13.29 Trademarks. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice.


IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

DS



The Texas A&M University System

DocuSigned by:



BEDCDB89EA78479...

Name: Billy Hamilton

Title: Deputy Vice Chancellor

Date: 8/26/2020 | 13:51:10 CDT

Approved:

DocuSigned by:



EC4E5B95CBE644E...

Kelly Templin

Director, RELIS Campus

AT&T Corp.

DocuSigned by:



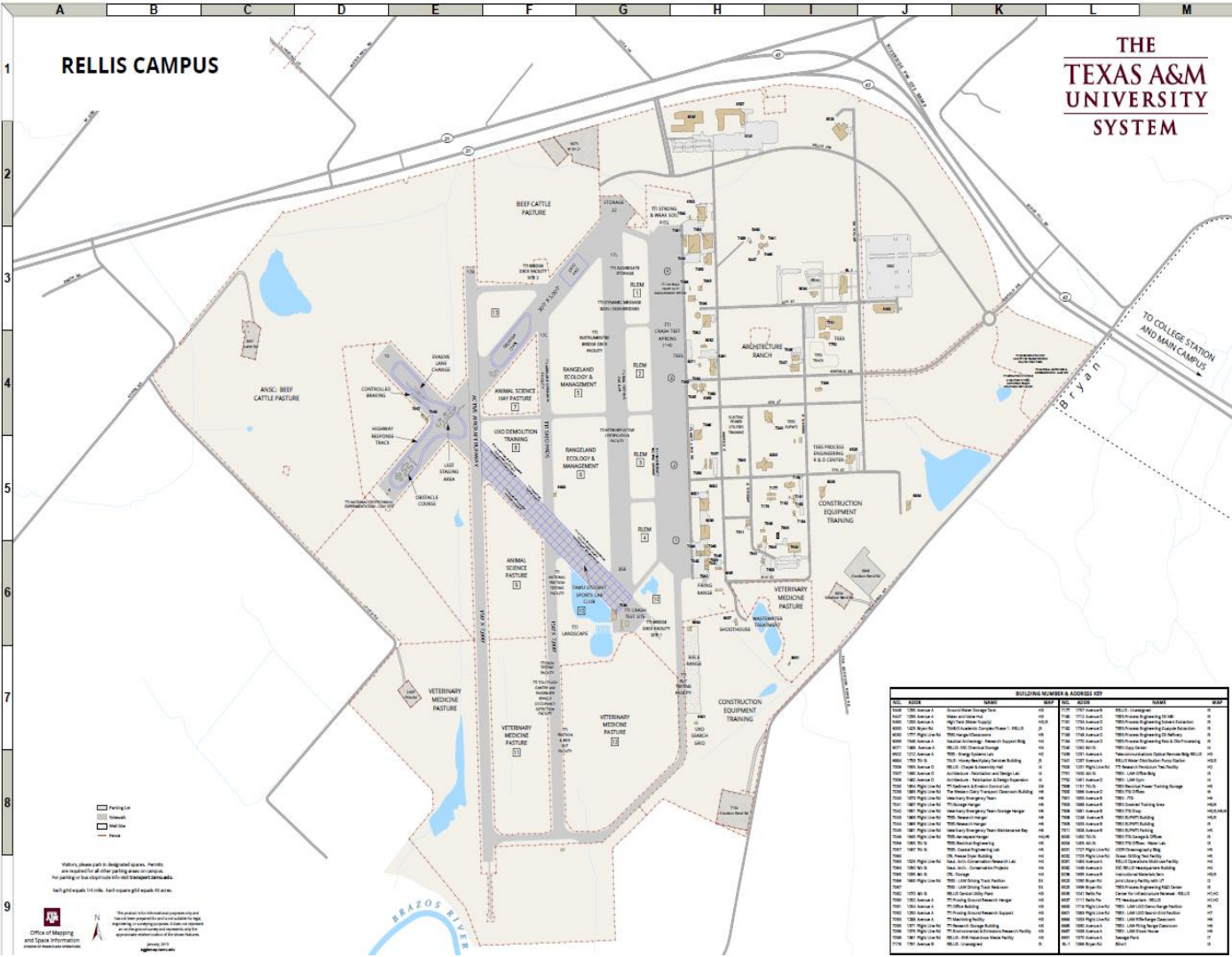
F9DD9F4A77134D6...

Name: Carla McConnell

Title: Lead Solutions Architect

Date: 8/31/2020 | 17:02:45 CDT

APPENDIX A
RELLIS CAMPUS LICENSED AREA



APPENDIX B

STATEMENT OF WORK TEMPLATE

See attached sample template.

Signature Page

Vendor: AT&T Corp.
Customer: Texas A&M University
Engagement Number:
Engagement Name:
AT&T Contract Number:
Date of Submission:
Primary Work Site:

This Statement of Work (SOW) constitutes an offer by AT&T to perform the services described herein. This offer may, at AT&T's option, be withdrawn if not signed and returned by AT&T Corp. within 15 days from the date of submission shown above.

This SOW is an attachment to the Appendix B under xxx-xx-xxx and is hereby incorporated into said Agreement. This SOW may only be modified by a written Change Order executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this SOW.

AUTHORIZED SIGNATURE
AT&T Corp.

ACCEPTANCE SIGNATURE
Customer

Signature

Name Printed

Title

Date

Signature

Name Printed

Title

Date

FOR AT&T INTERNAL USE ONLY

ATTUID Initials

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1. Introduction

2. Deliverables

3. Services Out of Scope

Although this list is merely illustrative and not comprehensive, the following activities are out of scope for this effort but can be provided using the AT&T change control process.

4. Approach

AT&T will sponsor a "Project Kick-Off" meeting to review this SOW, obtain any information required from the Texas A&M University Systems but not yet received, and discuss working arrangements not defined in this SOW.

Each party will designate a Single Point of Contact (SPoC) that has the authority to represent such party and has decision-making authority for most matters. All material communications should be conducted through the SPoCs. Such communications should either be in writing or summed up in writing. However, it is recognized that for the sake of efficiency, there will need to be direct communications between AT&T team members and various the Texas A&M University Systems employees. Any conversation that may have a material outcome on the success of the engagement will need to be documented and sent to the SPoCs.

AT&T and Texas A&M University Systems will establish a mutually agreeable working schedule and delivery plan as the first phase of this engagement.

5. Completion Criteria

This engagement will be deemed completed when the following items have been accomplished:

- All Deliverables specified in this SOW have been submitted

6. Customer Responsibilities

Texas A&M University Systems agrees to provide timely access to all personnel, resources (including all necessary hardware, software, network access, adequate and secure workspace, and telephone access) and requested information that is deemed necessary by AT&T to ensure that AT&T can fulfill its commitments stated herein.

Texas A&M University Systems also specifically agrees to:

- Assign a SPoC to represent Texas A&M University Systems.xxxx. The SPoC will have decision-making authority for most matters that may arise.
- Ensure that their SPoC be available to meet with AT&T a minimum of once a week for the Status meeting.
- Complete AT&T's Quality Survey, which is attached to this SOW, at the completion of this engagement.
- Provide view data elements, architecture that provide core data elements required for the PoC (e.g., animal identification, location, environmental characteristics, etc.).
- Provide technology integration sessions to target end applications, provide basic integration points to those applications if it is determined the right architecture for a PoC
- Provide a working team to work with from the business and the technology group.

If Texas A&M University Systems fails to perform any of the responsibilities set forth herein, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

7. Communications Plan

a) Kickoff Meeting

- All key individuals that are referenced by title only in this SOW will be identified to the other party. This includes the SPoCs, Engagement and Project Managers and lead consultants.
- This SOW will be reviewed, and any questions or issues will either be resolved at the meeting or will be documented and the results communicated in writing as soon as practical.
- All key stakeholders within xxxx will be identified and their email and phone numbers provided for future reference. Ideally, most if not all of these stakeholders will be in attendance for the kickoff meeting.
- All individuals that are to receive the weekly status reports will be identified. Agreement to the form of delivery (e.g. hard copy, email) should also be specified.
- The AT&T Engagement Manager will document the discussions and forward the minutes to the Texas A&M University Systems' SPoC (and other the Texas A&M University Systems' personnel as appropriate) and place a copy in the Project Notebook.

b) Progress Meetings

- The initial expectation is that they will be held weekly although the timing may be adjusted based on the needs of the engagement.
- At a minimum Texas A&M University Systems' and AT&T SPoCs will be in attendance. Additional parties will be invited based on the needs of the engagement.
- AT&T will provide an update as to the overall status of the engagement and plans for the coming week that will involve the Texas A&M University Systems' personnel or resources.
- Discussion and resolution of any non-critical issues that are occurring.

- Review of any issues that have been escalated.
- Notification to the other party of any planned absences of key personnel.
- Review of the Project Notebook.
- AT&T will document the discussions and forward the minutes to the customer SPoC (and other the Texas A&M University Systems' personnel as appropriate) and place a copy in the Project Notebook.

8. Escalation Process

In the event of any issues arising under this SOW, either party may initiate the escalation process by contacting the representative of the other party. If the individuals at any level cannot resolve a performance deficiency to the parties' reasonable satisfaction within the specified period following referral, a party may require that the matter be escalated to the next level. At each level, the parties' representatives will attempt in good faith to address the issue as expeditiously as feasible.

a) AT&T Escalation Path

| Name | Title | Phone Number |
|------|-------|--------------|
| | | |
| | | |
| | | |

b) Customer - AT&T Corp. Escalation Path

| Name | Title | Phone Number |
|------|-------|--------------|
| TBD | SPOC | |
| | | |

9. Initiation of Work

In order for work to begin, AT&T will require receipt of the fully executed SOW and any required documents (e.g., purchase order, professional services attachment) 30 days prior to the initiation of work. The kickoff meeting will mark the official start of this engagement.

If for any reason both parties agree to start the engagement (i.e., conduct the kickoff meeting) later than xxxx, any reference in this SOW to a specific start or completion date of a deliverable or other event shall be extended by one business day for each business day that the kickoff meeting is delayed.

10. Timeline

Based on the information provided to AT&T by Texas A&M University Systems and based on our professional experience, AT&T estimates that the work to be completed in approximately xx weeks.. During the course of this engagement, additional information may be available about the engagement that

may impact the estimated timeline. Changes to the estimated timeline will be addressed via the Change Order Process.

11. Charges, Expenses and Invoicing

As consideration for providing the Services detailed in this SOW, Texas A&M University Systems will pay AT&T a firm fixed fee of \$xxxx invoiced as follows:

Invoicing will occur according to the schedule outlined below:

The above charges and fees exclude travel and travel-related expenses such as hotel accommodations, meal, transportation (airfare, taxi, rental car, mileage, airport parking), etc., taking into account the locale, duration, and timing of the travel. The charges also do not include any taxes or other governmental charges that may apply. All quotes are in US dollars.

Customer agrees to reimburse AT&T for all travel and travel-related costs incurred in accordance with the above guidelines and the AT&T Contract.

Pricing is based on the defined scope of work as set forth in this SOW. Any additions or changes to this SOW may necessitate changes in pricing. Pricing herein assumes no material project delays will occur that would require AT&T to stop or delay work.

AT&T will provide regular status updates to Texas A&M University Systems so that the budgetary impacts may be monitored as work progresses. If during the course of the engagement it is determined that the work will extend past the expected duration, then the Change Order Process will be used to provide additional funding.

12. Intellectual Property Rights

- (i) All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to the Texas A&M University Systems.
- (ii) Customer shall retain own those copies of any reports produced and furnished to AT&T by AT&T ("**Reports**"), and is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.
- (iii) AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items produced and furnished to Customer by AT&T in providing the Services, solely for Customer's own internal business purposes during the term of this Attachment, or for such other purposes as may be mutually agreed in writing by the parties.

- (iv) Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Attachment.

13. Resource Management

AT&T consultants will follow Texas A&M University Systems when working at their facilities so long as such policies do not violate applicable state or federal law. This includes but is not limited to issues such as dress code, workplace conduct and security.

14. Change Order Process

To manage any necessary changes to scope, deliverables, resource availability, or underlying project assumptions, we will utilize AT&T's standard Change Control Process. The process is summarized as follows:

1. Upon recognition of a potential change, Texas A&M University Systems and AT&T will mutually agree upon the nature of the change.
2. AT&T will determine the effect of the potential change and document the specifics of the change using AT&T's standard Change Request template. Change Requests will be assigned a unique control number for convenient reference and management.
3. The Change Request will be provided in draft form to Texas A&M University Systems primary project contact for review in a timely manner. Any immediate and unavoidable impact on the Services, such as critical path delays being caused by the potential Change Request, will be communicated as soon as possible to Texas A&M University Systems leadership.
4. Texas A&M University Systems and AT&T will come to agreement on the terms of the Change Request and Texas A&M University Systems will sign the Change Request document. Prior to incurring any additional effort or cost related to the Change Request, AT&T must be in receipt of a signed Change Request document.

15. Engagement Contacts

Texas A&M University Systems

[Contact Name], [Role]

[Address]

[Email] / [Phone]

AT&T

AT&T