

SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND COMMUNICATION TECHNOLOGY SERVICES, LLC

This Services Agreement (“Agreement”) is entered into and effective June 6, 2023 (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and Communication Technology Services, a limited liability company, (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER may be requested to perform the services as set forth in Exhibit A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

The A&M System and its member universities and agencies (“Member” or collectively referred to as “Members”) may utilize the services within this Agreement as needed. This Agreement is not a contract to perform specific work but is intended to provide the A&M System and its Members with the ability to utilize the Provider at their option and discretion for the services outlined in Exhibit A, attached hereto.

Any engagement of services as a result of this Agreement will be documented individually by execution of a statement of work, issuance of a purchase order, or other documentation agreed upon by the A&M System or applicable Member.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER’s marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to Members.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues for three (3) years (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for two (2) additional two (2) year periods upon mutual written agreement executed by the Parties.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party

detailing the nature of the breach and the other Party fails to fully cure the breach within such 10-day period. In the event that A&M System terminates this Agreement pursuant to this Section, A&M System shall receive a pro-rata refund of any pre-paid amounts.

- C. A&M System may terminate this Agreement without cause upon thirty (30) days' prior written notice to PROVIDER.
- D. A&M System may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

4. PAYMENT TERMS

- A. A&M System shall not pay any costs or fees as a direct result of this Agreement. For the services rendered under this Agreement, Members shall pay PROVIDER based on the rate schedule attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of A&M System upon renewal of this Agreement. Additional rates and fees may be negotiated on a per project basis.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated per project. Each invoice must reference the Member's purchase order number and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that Members may reasonably request to support the invoice amount. Member will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by Member in advance, PROVIDER will be reimbursed by Member according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to Member receipts, invoices and other documentation as required by Member. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to Member a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>

5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was

already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

6. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

7. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless Members, and their regents, employees and agents (collectively, the "Members Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against Members Indemnities arising out of any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an Members Indemnatee's gross negligence or willful misconduct.

8. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

9. PAYMENT AND PERFORMANCE BONDS

Individual projects awarded as a result of this Agreement and as applicable within Texas Government Code, Chapter 2253 will require a payment bond if the total cost is \$25,000 or greater, and a performance bond if the total cost is \$100,000 or greater. PROVIDER shall obtain and provide performance and payment bonds using the A&M System forms (located at this website; <https://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/>). Failure to provide a required bond for a project within the stated timeframe may be grounds for termination of that specific project, and of this Agreement.

- A. **Performance Bond.** A Performance Bond is required if the project sum is in excess of \$100,000. The Performance Bond is solely for the protection of the Members. The Performance Bond is to be for the project sum to guarantee the faithful performance of the Work in accordance with the purchase order. The form of the bond shall be approved by the Attorney General of Texas. The Performance Bond shall be effective through the Provider's warranty period.
- B. **Payment Bond.** A Payment Bond is required if the project sum is in excess of \$25,000. The Payment Bond is to be for the project sum and is payable to the Members solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Provider or a Subcontractor. The form of the bond shall be approved by the Attorney General of Texas.
- C. **Bond Requirements.** Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Members, on the A&M System's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety's capital and surplus, the Members may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Provider shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the Members.
- D. **Power of Attorney.** Each bond shall be accompanied by a valid power-of-attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond), authorizing the attorney in fact who signs the bond to commit the surety to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- E. **Bond Indemnification.** The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY DUE TO PROVIDER'S NEGLIGENT OR WILLFUL ACTS OR OMISSIONS THE PROVIDER SHALL FULLY INDEMNIFY AND HOLD THE MEMBERS HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.
- F. **Furnishing Bond Information.** Members shall furnish certified copies of the Payment Bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code, § 2253.026.
- G. **Claims on Payment Bonds.** Claims on Payment Bonds must be sent directly to the Provider and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Provider on such Contract, and that reliance on notices sent to the Members may result in loss of their rights against the Provider and/or its surety. The Members is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

- H. **Payment Claims when Payment Bond not Required.** The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the Members and the Provider is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Provider as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- I. **Sureties.** Sureties shall be listed on the US Department of the Treasury’s Listing of Approved Sureties maintained by the Bureau of Fiscal Service (FMS), www.fiscal.treasury.gov/, stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s Service to Members. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Members. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable Members policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Members.

- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** The PROVIDERS's duties under this Agreement, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this Agreement, will survive unless otherwise stated within the Member specific agreement and/or purchase order.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. Members and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

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

PROVIDER: **Communication Technology Services, LLC**
33 Locke Drive
Marlborough, MA 01752
Attention: Karen Knueven
Phone: 508.382.2735
Email: kknueven@cts1.com

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies,

procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Members is to be in the county in which the principal office of Member's governing officer is located.
- M. **Non-Waiver.** Members is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that Members is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Members of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Members.
- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Members and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer of Members, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives Member's sovereign immunity to suit or liability, and Members has not waived its right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that Members 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 Member's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Members to Members in a non-proprietary format acceptable to Members that is accessible by the public. PROVIDER acknowledges that Members may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **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. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- R. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- S. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- T. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the Members to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in Members contracting and purchasing.

If a subcontractor will be used to provide any commodity or service as part of the scope of this Agreement and/or a Member specific project, the PROVIDER may be required to make a good faith effort and complete the applicable Member HSP.

For projects with the A&M System, contact Porschia Tolbert at so-hubprogram@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. For all other Member projects, contact the applicable Member HUB Program office for project specific requirements.

- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- V. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this
- W. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.
- X. **Loss of Funding.** Performance by Members under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Members will issue written notice to PROVIDER and Members may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of Members. In the event of a termination or cancellation under this Section, Members will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

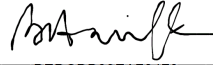
- Y. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits Members from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Members during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of Members that was employed by Members during the twelve (12) month period immediately prior to the effective date of the Agreement.
- Z. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of a Member, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- AA. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- BB. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for Members under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event Members becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, Members will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Members.
- CC. **RELLIS Campus Secure Areas; Research Activities; Confidentiality.** The parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER’s access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by Members. The parties agree that all research and testing information and activities (“Research Activities”) conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to Members or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER’s access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

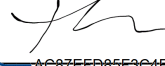


The Texas A&M University System

DocuSigned by:
By 
BILLY HAMILTON
Deputy Chancellor & Chief Financial Officer

6/13/2023
Date

Communication Technology Services, LLC

DocuSigned by:
By 
THOMAS MCCLOSKEY
Chief Operating Officer

6/7/2023
Date

EXHIBIT A – SCOPE OF WORK

Notwithstanding any other provision in this Agreement, PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. RFP01-CIO-23-146 (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with PROVIDER's proposal, dated March 16, 2023 ("PROVIDER's Proposal") which was submitted by PROVIDER in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or PROVIDER's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

I. Areas Within Scope

The following is a list of areas and types of services that may be considered in scope for this Agreement.

- Indoor DAS (iDAS) network design
- Outdoor DAS (ODAS) network design
- Small Cell network design
- iDAS, ODAS and Small Cell network parametric performance assessment (i.e. walk or drive test)
- iDAS network installation & commissioning
- ODAS network installation & commissioning
- Small Cell network installation & commissioning
- iDAS Network alarm monitoring
- ODAS network alarm monitoring
- Small cell network alarm monitoring
- iDAS network optimization & troubleshooting
- ODAS network optimization & troubleshooting
- Small Cell optimization & troubleshooting
- DAS network equipment repair
- ODAS network equipment repair
- Small cell network equipment repair

II. Project Considerations

- A. PROVIDER will not be awarded the design or parametric performance assessment as well as the installation and commissioning for a Member specific project.
- B. Equipment Ownership. All equipment installed for a particular project shall be owned by Member, unless expressly agreed in advance. Upon installation of any equipment needed for particular project(s), PROVIDER will be required to submit written confirmation to Member listing specified equipment installed and confirming completion.

III. Additional Services

The following are additional services the PROVIDER may be requested to provide for a Member.

A. Scheduled Maintenance/Scheduled Down Time

PROVIDER may be engaged to perform scheduled maintenance with coordination and approval of the engaging Member. After hours activities may be arranged on an as-needed basis.

PROVIDER will establish mutually agreeable notification parameters and procedures with the engaging Member for scheduled and unscheduled maintenance.

B. Monitoring

PROVIDER may be engaged to monitor applicable indoor and outdoor DAS networks 24 hours per day, 7 days per week, and 365 days per year via a secured network connection. This may include but not limited to the following activities:

- Capture and distribute alarms to the PROVIDER'S staff and operations center.
- Analyze and review each alarm to determine the impact of the alarm.
- If required, PROVIDER will take the necessary steps to remediate the condition, in accordance with agreed-to processes and procedures.

C. Reporting

PROVIDER may be engaged to provide Member an Operations Review Report indicating, but not limited to the following for each monitored DAS network: alarm summary for significant alarm events, all DAS equipment failures, all DAS outages, all upgrades to the DAS and other such information as reasonably requested by Member.

PROVIDER may be engaged to maintain a current detailed inventory of spare parts that are available for all DAS networks and provide the most current inventory to Member in every quarterly monitoring and support report.

D. Firmware/Software Upgrades

PROVIDER may be engaged to maintain all indoor and outdoor DAS firmware and software upgrades, so that the most current and stable firmware and software versions are utilized. Costs related to the acquisition of any firmware or software, if any, are not the responsibility of the PROVIDER.

E. Call Out Events

PROVIDER may be engaged to respond to outage events, at the direction of the Member. Member may be charged at a pre-established call out rate and will be invoiced for such charges.

F. DAS Review Meetings

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

G. Spares

PROVIDER may be engaged to be responsible for managing and maintaining Member-supplied spare equipment onsite. PROVIDER may be asked to provide a list of recommended spares to Member for review and approval. If directed by A&M System, PROVIDER will purchase the approved spares. PROVIDER will not be responsible to provide spares not currently available without prior authorization from Member.

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

EXHIBIT B – PRICING

PROVIDER shall invoice according to the hourly rates and fees listed below. Costs and fees for some projects may be negotiated based on scope and other factors as requested by Member.

Call Out Rates:

Description	Rate
Hourly rate for a technician 8:00 am – 5:00 pm Monday – Friday	\$85.00
Hourly rate for a technician 5:00 pm – 8:00 am Monday - Friday or any weekend or holiday call-out	\$127.50
Hourly rate for a full technical crew (including a technician) 8:00 am - 5:00 pm Monday – Friday	\$255.00
Hourly rate for a full technical crew (including a technician) 5:00 pm – 8:00 am Monday - Friday or any weekend or holiday call-out	\$382.50

Other Charges:

Minimum # of hour's charged (if any): 6 hours

Cost plus x% of contractor's cost for all equipment and materials invoiced: 10%

Assumptions:

- No specialty lifts/equipment included
- PMCS inspections are at standard working heights
- No SLAs defined
- Spares are easily available (On site)
- Excludes support of carrier Signal Source and any electrical issues
- True-Up
- DAS/Low voltage only

EXHIBIT C – INSURANCE

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

1. **Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

2. **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;

3. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

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

4. **Umbrella Liability Insurance** \$5,000,000

5. **Cyber Liability**

Contractor shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to

cover Contractor's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

6. Professional Liability (Errors & Omissions)

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

- B. PROVIDER shall deliver to A&M System evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents") and The Texas A&M University System as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and A&M System.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to SOProcmurement@tamus.edu.
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by A&M System in writing.