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**eSign Fax Cover Sheet** Contract Id: 5025190

**To:** AT&T Automated Fax Handling Service

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**Total Pages:** 20  
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To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 5025190
  - II. All Pages stamped with Contract Id: 5025190
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3257064  
Contract Id: 5025190

20250117-3340  
PCS ID: 20250121-033

SERVICES AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND AT&T ENTERPRISES LLC.

MA202501173340

This Services Agreement ("Agreement") is entered into and effective **January 22, 2025** (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 AT&T ENTERPRISES, LLC a **limited liability company in the state of** Delaware (hereafter referred to as "PROVIDER" or "AT&T"). 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**

**3.1 Term.** 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.

**3.2 Termination of Agreement.** The following termination provisions apply:

- a) A&M System may terminate this Agreement without cause upon sixty (60) days' prior written notice to PROVIDER.
- b) A&M System may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed and not replaced without any lapse in coverage periods.
- c) This Agreement 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.

**3.3 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, including non-payment of charges, and such failure continues unremedied for thirty (30) days after receipt of notice, the aggrieved party may terminate the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate the entire Agreement-In the event that A&M System or a Member terminates pursuant to this Section, A&M System or Member shall receive a pro-rata refund of any pre-paid amounts.
- b) **Materially Adverse Impact.** If AT&T revises a Service Publication, and the revision has a materially adverse impact on A&M System and/or Member, and AT&T does not remedy such materially adverse impact within thirty (30) days after receipt of notice from A&M System and/or Member, then A&M System and/or Member may, as A&M System's and/or Member's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after A&M System and/or Member first learns of the revision(s) to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes. For clarity, a Service Publication means Tariffs, Guidebooks, Service Guides, and AUP; and Service Component means individual parts of a service AT&T provides A&M System and/or a Member.
- c) **Internet Services.** If applicable Member fails to rectify a violation that occurred by such Member, of AT&T's Acceptable Use Policy ("AUP"), attached hereto as Exhibit D, within ten (10) days after receiving written notice from AT&T, AT&T may suspend the affected Service Components resulting from such. 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 evidenced 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 A&M System'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 A&M Systems or its or their respective employees. Notwithstanding the foregoing, Members may terminate the entire Agreement or affected Service Components in the event suspension extends for ten (10) days or more; and any pre-payment of fees for which Services are not rendered will be refunded to applicable Member.
- d) **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 A&M System with as much advance

written notice as is reasonably practicable under the circumstances, according to industry standards, if A&M System, during the term of this Agreement breaches the Agreement pursuant to this Section as follows: (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 A&M System's use of AT&T's network or services.

- e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, either party may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site that AT&T is not responsible for its placement, AT&T may terminate the affected Services or Service Components or may suspend performance until A&M System removes and remediates the Hazardous Materials at A&M System's expense in accordance with applicable law.

#### 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 (including in the case of Provider to detect fraud, to check quality and to operate, maintain and enhance the network and Services), except that Member may also use the Confidential Information to make use of the Services in accordance with this Agreement and to evaluate proposals for new services. 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. Each of Member and 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**



7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against A&M System, its Members, and their regents, employees and agents (collectively, the "Members Indemnities") to pay all damages that a court finally awards against such parties for claims, including those alleging that a Service provided to A&M System or Members under this Agreement infringes on any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Member's or a User's content; (b) modifications to the Service by a Member, or a third party, or combinations of the Service with any non-AT&T services or products by a Member; (c) AT&T's adherence to A&M System's or Member's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **A&M System's Obligations.** To the extent authorized by the Constitution and the laws of the state of Texas, A&M System agrees at its expense to defend and either to settle any third-Party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers that: (a) arises out of A&M System'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 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by A&M System, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for A&M System to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 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. Subject to securing the approval of the Texas attorney general when needed according to Texas law: 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 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 7.

7.5 AT&T shall pass through to A&M System indemnities for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such indemnification terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO A&M SYSTEM ON AN "AS IS" BASIS.

a. The following terms will take the following meanings:

i. "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 Member. AT&T Software does not include software that is not furnished to Member.

ii. "Purchased Equipment" means equipment or other tangible products a Member purchases under this Agreement, including any replacements of Purchased Equipment provided to Member. Purchased Equipment also includes any internal code required to operate such equipment. Purchased Equipment does not include Software but does include any physical media provided to Member on which Software is stored.

iii. "Software means AT&T Software and Vendor Software.

iv. "Third Party Equipment" means a service provided directly to Member by a third party under a separate agreement between Member and the third party.

v. "Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Member, other than AT&T Software.

## 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/](http://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 materially observe and materially abide by all applicable Members policies, regulations, rules and procedures as identified at the following: <https://www.tamus.edu/legal/policy/>, 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. 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. **Assignment and Subcontracting.**

(a) Members, without AT&T's consent but upon notice to AT&T, may assign in whole or relevant part its rights and obligations under this Agreement.. AT&T may, without Member's consent, but upon written notice to Members, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. For clarity, Affiliate in this Agreement means any entity that controls, is controlled by, or is under common control with the applicable party. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain responsible for the performance of the assigned obligations, including financial obligations.

(b) AT&T may subcontract to an AT&T Affiliate or a third-party work to be performed under this Agreement but AT&T will remain responsible for the performance of obligations under this Agreement, including financial responsibilities.

- 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.

- 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.** Notwithstanding Section 10X (Loss of Funding) and for payment of amounts due for Services rendered in accordance with this Agreement, neither party will be liable or responsible to the other party or deemed to have been in default or breach in fulling performance of its obligations under this Agreement for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, epidemic, power blackout, earthquake, flood, strike, riots, embargo, labor disputes, natural disasters, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, or other causes beyond such party's reasonable control; 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: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

PROVIDER:           AT&T ENTERPRISES LLC  
208 S. Akard Street  
Dallas, TX 75202  
Attention: \_ AT&T Master Agreement Support Team \_\_\_\_\_  
Phone: \_ 800.288.2020 \_\_\_\_\_  
Email: \_ MAST@ATT.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 Members'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 Members'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 Members'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 at cost and agreed to in writing by both Parties. 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.
- 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](mailto: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.
- 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 Agreement.
- 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.
- 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 the actual knowledge and belief of its representative signatory below, that no member of the Members's Board of Regents, nor any employee of Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement, provided that ownership of publicly traded securities of PROVIDER or its affiliates shall not be deemed to be such a financial interest
- 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.** Subject to applicable federal and state law and to the extent not in conflict with AT&T policy, PROVIDER is responsible for ensuring that its employees involved in any work being performed for Members under this Agreement have not been designated and provided on a list to AT&T 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, by notifying AT&T, and once AT&T is notified, AT&T agrees to ensure that its employee is not involved in work with Members. Non-conformance to this requirement that is not cured by PROVIDER within fifteen (15) days of notice by Member(s) to PROVIDER that a NEFR Employee is performing work under this Agreement, may be grounds for termination of this Agreement by Members. To the extent there is a conflict of AT&T's policy in and System policy 32.02, AT&T will provide Member with such policy, in writing, within ten (10) business days of a NEFR employee notification.

- 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 provided to PROVIDER in writing before or during PROVIDER's access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus; provided that PROVIDER can decline to provide Service if such security processes or procedures ~~was~~ were communicated after the acceptance of the applicable purchase order and PROVIDER is unable to reasonably comply without cost. 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.

## 11. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 11.1 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:
- (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 ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iii) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (iv) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(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 A&M SYSTEM FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Indemnification) 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 11 SHALL NOT LIMIT A MEMBERS' RESPONSIBILITY FOR THE PAYMENT OF ALL DUE CHARGES ON A PROPERLY SUBMITTED INVOICE UNDER THIS AGREEMENT, ACCEPTED BY TAMUS OR MEMBER.

**11.2 Disclaimer of Liability.** EXCEPT TO THE EXTENT THAT AT&T'S GROSS NEGLIGENCE CAUSED THE FOLLOWING, 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 A&M SYSTEM OR THIRD PARTIES' THAT WERE NOT PROVIDED BY AT&T; 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 A&M SYSTEM'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS. OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF A&M SYSTEM'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS

**11.3 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Members any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO A&M SYSTEM ON AN "AS IS" BASIS.

**11.4 Disclaimer of Warranties.** EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER). AND 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 A&M SYSTEM'S DATA AND INFORMATION.

**11.5 Application and Survival.** The disclaimer of warranties and 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 11 will survive failure of any exclusive remedies provided in this Agreement.

(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**

**AT&T Enterprises LLC**

DocuSigned by:  
By   
BEDCDB89EA78479...  
Billy Hamilton  
Deputy Chancellor & Chief Financial Officer

1/23/2025  
Date

**PROVIDER Name**

By eSigned - Laura Williams  
Contractor Contract Specialist, as signer for AT&T

21 Jan 2025  
Date em2766



## 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 23, 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
- iDAS 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**

A&M System will compensate PROVIDER as follows:

[We will insert the rates pricing from each of the vendors into their specific agreement before sending to them.]

EXHIBIT C – INSURANCE

- A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the 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 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. PROVIDER shall provide written notice to A&M System at least ten days before the effective date of the cancellation of any required coverage that is not replaced, except for Workers’ Compensation and Professional Liability.
1. **Worker’s Compensation**
- Worker’s compensation insurance with the following 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 \$1,000,000 single limit of liability per accident for bodily injury and property damage;
3. **Commercial General Liability**
- Commercial general liability insurance, per ISO form CG 00 01 or equivalent, with the following 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   |
- 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 and contractual liability coverage.
4. **Umbrella Liability Insurance**
- |           |             |     |            |     |         |
|-----------|-------------|-----|------------|-----|---------|
|           | \$5,000,000 | per | occurrence | and | general |
| aggregate |             |     |            |     |         |
- PROVIDER may use any combination of primary and excess insurance to meet the total limits required.



**5. Professional Liability (Errors & Omissions) including Cyber Liability**

Insurance with limits of \$1,000,000 each claim, \$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. 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 notification costs where required by law, 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. 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 a period of two (2) years after the expiration or 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 limits of the required 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 include The Texas A&M University System Board of Regents ("Board of Regents") and The Texas A&M University System as additional insureds by endorsement as respects this Agreement. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (or equivalent) and CG 20 37 (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. PROVIDER shall pay any deductible or self-insured retention for any loss.
- F. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to [SOProurement@tamus.edu](mailto:SOProurement@tamus.edu).
- G. 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.
- H.