

MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND CRITICALARC INC.

This Services Agreement ("Agreement") is entered into and effective upon final execution (the "Effective Date"), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as "A&M SYSTEM"), and CriticalArc Inc. (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. SERVICES

- A. This Agreement is not a contract to perform specific work but is intended to establish the terms and conditions under which the A&M SYSTEM and its member universities and agencies may contract with the PROVIDER for the services and to license and use PROVIDER's platform, SafeZone, as set forth in Exhibit A of this Agreement ("Services") by executing an order form or purchase order (each an "Order Form") with PROVIDER. The reference herein to "Member" or "Members" shall refer to the A&M SYSTEM or its member entity executing an Order Form. The A&M SYSTEM makes no guarantee of execution of an Order Form.
- B. The Order Form shall incorporate the specific Services requested by Member, the payment amount due to PROVIDER and the period of performance subject to the terms in this Agreement. The terms of this Agreement shall be incorporated into any Order Form executed by a Member and PROVIDER for the Services during the term of this Agreement and the Order Form shall reference this Agreement. The Order Form shall grant the Member a non-exclusive, non-sublicensable right and license to access and use the Services. Upon execution of such Order Form, such Member is only responsible for its own compliance with the terms and conditions of this Agreement.

2. TERM AND TERMINATION

- A. **Term.** The term of this Agreement begins on the Effective Date and continues for a period of three (3) years unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement. This Agreement may be extended for two (2) additional two (2) year periods upon mutual written agreement executed by the Parties.
- B. **Termination with Cause.** Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. Furthermore, 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.
- C. **Termination without Cause.** A&M SYSTEM may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.
- D. **Termination of an Order form.** The period of performance of any Order Form will be as provided in the Order Form. Either party to the Order Form may terminate such Order Form effective upon written notice to the other party if the other party materially breaches any term of this Agreement or the Order Form and fails to cure such breach within thirty (30) days

after receiving written notice of the breach. An Order Form may also be immediately terminated 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. In the event that the Member terminates the Order Form pursuant to this Section, the Member shall receive a pro-rata refund of any fees prepaid by the Member that cover Services that have not been delivered by PROVIDER as of the date of such termination. Furthermore, Member may terminate the Order Form at any time upon thirty (30) days prior notice to PROVIDER. The termination of any one Order Form will not affect any other Order Form or this Agreement.

3. PAYMENT TERMS

- A. The A&M SYSTEM shall not pay any costs or fees as a direct result of this Agreement. The Member identified in the Order Form will pay the amount due to PROVIDER under such Order Form. The fees paid by Member to PROVIDER for the Services requested under the Order Form, shall be calculated based on the fee rate schedule attached as Exhibit A 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 Member specific Order Form, provided no less favorable than under this Agreement.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated under the Order Form. Each invoice must reference the Order Form and Member's purchase order number (if applicable) and include a description of services provided along with documentation that Member 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. As an agency of the State of Texas, the A&M System and its Members are tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

4. DATA PRIVACY AND SECURITY

- A. The Member shall retain all right, title, and interest in and to all information, data or other content that the Member, its employees, contractors, students, or any other third party on behalf of Member enter, submit or upload to Services or otherwise provide to PROVIDER under this Agreement and the Order Form (collectively, the "A&M System Data"). A&M System Data may include information relating to employees and students, including, but not limited to personally identifiable information, social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations.
- B. PROVIDER shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. PROVIDER shall only use or disclose A&M System Data for the purpose of fulfilling PROVIDER's obligations under this Agreement, a Member's Order Form, as required by law, or as otherwise authorized in writing by the applicable Member. PROVIDER shall restrict disclosure of the A&M System Data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the A&M System Data in order for PROVIDER to perform its obligations under this Agreement and a Member's Order Form. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement and PROVIDER agrees that it shall be responsible for its subcontractors' and agents' compliance with such obligations.

- C. PROVIDER must promptly notify the applicable Member of any legal request for A&M System Data from a third party and take (and assist the Member) in taking appropriate steps not to disclose such A&M System Data.
- D. PROVIDER shall, within two (2) business days of discovery, report to the applicable Member any use or disclosure of A&M System Data not authorized by this Agreement or in writing by the applicable Member. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and © what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by the applicable Member.
- E. Within thirty (30) days of the expiration or termination of this Agreement or an Order Form, PROVIDER, as directed by a Member, shall return in acceptable electronic format all A&M System Data in its possession (or in the possession of any of its subcontractors or agents) to such Member or, at the Member's option, delete all such A&M System Data, if return is not feasible. PROVIDER shall provide the applicable Member with at least ten (10) days' written notice of PROVIDER's intent to delete such A&M System Data, and shall confirm such deletion in writing.

5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement and the Member's Order Form 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.
- B. "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.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and the Order Form and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement and the Order Form, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

- E. 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 or the Order Form.
- F. 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 or an Order Form for a period of one (1) year.

6. INTELLECTUAL PROPERTY

- A. PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (i) it has the full right, power, and authority to grant the rights and licenses to Members; (ii) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any third party; (iii) the Services will perform 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; and (iv) PROVIDER and each of its employees, subcontractors, or agents who will perform the Services has the necessary knowledge, skill, experience, and qualifications to provide and perform the Services in accordance with this Agreement, and the Services will be performed for and delivered to Members in a diligent, professional, workmanlike manner in accordance with industry standards.
- B. Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless the A&M SYSTEM, Members, and their regents, employees, and agents (collectively, the "A&M System Indemnitees") from any Claim arising from or related to an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party ("Infringement Claim"). If the Services become or are likely to become the subject of an Infringement Claim, then PROVIDER may, at its expense and option, either: (a) replace or modify the Services to make them non-infringing, while maintaining equivalent functionality; (b) procure for the Members the right to continue using the Services pursuant to this Agreement; or (c) terminate this Agreement and refund the Members, on a pro-rata basis, the amount of any prepaid fees.

7. 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.

- C. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), Member hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Member in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

8. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless the A&M System Indemnitees from and against any third-party claim, damage, liability, expense or loss asserted against the A&M System Indemnitees (each, a "Claim") arising out of (i) PROVIDER's negligent or willful errors or omissions under this Agreement, or (ii) PROVIDER's breach of any representation or warranty contained herein.

9. INSURANCE

Insurance requirements as stated within Exhibit B, attached hereto.

10. INFORMATION TECHNOLOGY

- A. **Access by Individuals with Disabilities.** PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, A&M System may immediately terminate this Agreement, and PROVIDER will refund to A&M System all amounts paid by A&M System under this Agreement within thirty (30) days following the effective date of termination.
- B. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of A&M SYSTEM Data ("Security Controls"). Upon written request by the Member, PROVIDER shall provide the Member with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

- C. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide the Member with evidence of its TX-RAMP compliance and certification within thirty (30) days of the Member's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any Renewal Term, A&M System and the Member may immediately terminate this Agreement and or the Order Form, and PROVIDER will provide a refund to the Member of any prepaid fees.
- D. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to the Member's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by the Member. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to the Member within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for A&M SYSTEM and the Member to terminate this Agreement and/or the Order Form for cause.

11. 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 A&M SYSTEM or 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 A&M SYSTEM and

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 A&M SYSTEM or 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.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- 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. A&M SYSTEM and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

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

E-mail: jzimmermann@tamus.edu

PROVIDER: CriticalArc Inc.
200 Union Blvd., Suite 200
Lakewood, CO 80228
Attention: Ryan Guckes
Phone: 800-985-9402
Email: ryan@criticalarc.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 A&M SYSTEM or Members is to be in the county in which the principal office of A&M SYSTEM's or Member's governing officer is located.
- M. **Non-Waiver.** A&M SYSTEM and Members are 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 A&M SYSTEM and Members are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M SYSTEM and Members of their right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M SYSTEM and 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 A&M SYSTEM, 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 Contracts Officer of A&M SYSTEM or the applicable Member, 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 A&M SYSTEM's or Member's sovereign immunity to suit or liability, and A&M SYSTEM and Members have not waived their right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that A&M SYSTEM and Members are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M SYSTEM's and Member's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M SYSTEM or Members to A&M SYSTEM or Members in a non-proprietary format acceptable to A&M SYSTEM or Members that is accessible by the public. PROVIDER acknowledges that A&M SYSTEM and 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

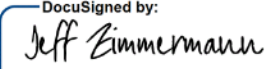
terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

- Q. **Certification Regarding Products from the Gaza Strip.** To the extent that PROVIDER is providing goods to a Member under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- R. **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.
- S. **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.
- T. **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©, 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.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas, A&M SYSTEM and Members to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M SYSTEM and Member contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to A&M SYSTEM and Members and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.
- V. **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.
- W. **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 against a firearm entity or firearm trade association.

- X. **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.
- Y. **Loss of Funding.** Performance by A&M SYSTEM and 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, A&M SYSTEM and Members will issue written notice to PROVIDER and A&M SYSTEM and Members may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M SYSTEM and Members. In the event of a termination or cancellation under this Section, A&M SYSTEM and Members will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- Z. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M SYSTEM and 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 A&M SYSTEM and 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 A&M SYSTEM or Members that was employed by A&M SYSTEM or Members during the twelve (12) month period immediately prior to the effective date of the Agreement.
- AA. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M SYSTEM or Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- BB. **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.
- CC. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M SYSTEM or 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 A&M SYSTEM or Member becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M SYSTEM or Member 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 A&M SYSTEM or Member.

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

The Texas A&M University System


By: 
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Name: Jeff Zimmermann

Title: Executive Director, Procurement Services

Date: 3/19/2025

CriticalArc INC.

By: 
93E3F7B01B6F487...

Name: Darren Chalmers-Stevens

Title: Group COO

Date: 3/19/2025

Exhibit B – Services and Rate Schedule

Turnkey Summary

- SafeZone is turnkey EMNS comprised of 4 primary cloud-hosted software components. Our offering is provided and billed directly by CriticalArc and includes the following:
- SafeZone Command- Cloud-based command-and-control integration platform for emergency managers, police and leadership teams. It is the interface that controls the software platform and defines how it supports safety and communication to first responders, the campus community, user groups and individuals who have wellbeing, high-risk safety or medical considerations. Command determines who can access specific parts based on permissions and defines areas on campus or extended areas of interest where SafeZone operates as outlined by geofences. There is no limit to the quantity of geofenced regions, the size or how often they are deleted, adjusted, or added to Command.

Features:

- Provides safety everywhere for 1st responders, ancillary response personnel and the community using real-time communications, location and information sharing and coordination of response resources.
- Includes GPS tracking of police personnel using OmniGuard Mobile and community members using SafeZone Mobile – note: SafeZone Mobile community users must elect to share their location to be tracked.
- Sign posts and distributes mental health, wellbeing, and occupational health and safety information/resources based on who you are, where you are and what time of day it is.
- Improves situational awareness and coordination of personnel and assets during daily events, critical incidents and surge or sporting events by allowing both operators and field personnel to see all other available assets and personnel in the field allowing reduction of response time.
- Offers a real-time, single pane of glass view for all operators, field responders, ancillary response personal showing incident information, location, who is involved and enabling encrypted 1-1 and group communications.
- Integrates, into a single pane of glass, existing emergency or police operational software systems and distributes the information to field personnel and the EOC. This can include but is not limited to, fire and burglar alarms, LED beacons, CAD, access control, fire systems, LPR, cameras, and data and information systems such as Veoci, International SOS software, etc.
- Shows historic heat map data of 1st responder field activity and check-in and alert activity for SafeZone Mobile Application users.
- Provides emergency managers with real-time multilevel active maps and GIS map layers to supporting Police and Emergency Management field operation- maps will display assets of any building or geographic area such as fire extinguishers, emergency exits, AED devices, egress chairs, hazmat areas, etc.
- Provides GIS layers, cordon management, weather monitoring, IPAWS redistribution and alerting, and asset tracking.
- Distributes data or information from any integrated software to field personnel.
- SafeZone Mobile Application- Smart device application or a wearable panic device for the community. It enhances the campus experience for student, staff, and visitors making safety, communication, and wellbeing services readily and intuitively accessible.

Features

- SafeZone Mobile is free to download but only accessible by users who have permission through SSO, an active directory integration, a whitelisted email or when a temporary event or incident group is activated.
- Safezone user's opt-in to send location-based panic, mental health, wellbeing, and medical alerts worldwide and are directly connected to the best resource available.
- SafeZone Mobile includes 3 primary buttons on the display - Panic, Medical and Information. A fourth button called Wellbeing is also included with SafeZone. All connect users to immediate safety, medical, information or wellbeing services with a click of a button. The button names are customizable.
 - When an alert is raised by pressing one of the three primary buttons, information is sent to both Command operators and OmniGuard users (typically police) and any other elected university department. The GPS coordinates of the alert is only sent to Command and OmniGuard users.
 - When the Wellbeing button is pressed, mental health and wellbeing services will be displayed to the user. Displayed options are based upon who the user is, where they are and what time of the day it is. SafeZone will automatically connect users to the most appropriate service or resource available. It is optional for the police team to be notified when a user requests wellbeing services. SafeZone Mobile Wellbeing is turned off until the is ready to activate it. The technology is proprietary and patent pending under number 18223036.
 - The primary three SafeZone Mobile alerts by default can only be raised within a geofenced area. Alerts raised outside a geofence automatically dial 9-11 or the equivalent number outside the United States and connect the user with the nearest emergency services. Wellbeing alerts connect users with elected service providers which may include the police.
 - SafeZone Mobile can receive panic, medical, info, and wellbeing alerts outside of a geofenced area for all or specific users and groups. This is not active by default but can be activated within SafeZone Command at no additional cost.
- Safezone users can also opt to "check-in" and share their location during emergencies, to enable fall and crash detection, receive virtual escorts, and to increase safety while working alone, traveling or if they have other safety or ADA considerations.
- SafeZone Mobile will provide different options to users based on their real-time location allowing customization for each campus or areas it is used.
- SafeZone Mobile allows users to chat directly with operators and responding field personnel.
- SafeZone Mobile allows users to access safety, medical, mental health, wellbeing, and occupational health and safety information/resources based on who you are, where you are and what time of day it is.
- SafeZone Mobile is fully customizable, and brandable and these can change based upon the user's real-time location.
- SafeZone Mobile can display weblinks or menu options connecting users to currently offered webpages, tools and resource options based on the user's real-time location.
- SafeZone Mobile includes the ability for users to send Tips – SafeZone safety and wellbeing tip options can be pre-categorized and allows information, pictures, and video tips to be sent the appropriate department through the tip and alert workflow engine. Tips can be sent anonymously if elected, are geo-located and can be vertically located within a building when paired with optional indoor positioning services.

- SafeZone Mobile can manage ancillary event, incident or emergency personnel. This allows an institution to manage anyone, including outside personnel resources, who is helping during a daily incident, critical emergency, or surge event.
- Omniguard Mobile Application- First responder smart device application optimizing, monitoring and coordinating field personal during daily, surge or critical incident operations.

Features:

- Accessible only by users with permissions as determined by the institution.
- Direct secure communications between responders and persons in duress who use SafeZone Mobile.
- Real-time intelligence and location sharing to provide situational awareness in the field including what is happening, who's involved, available assets, manpower and resources.
 - OmniGuard natively tracks users via GPS and WIFI allowing both SafeZone Command operators and other OmniGuard users to see each OmniGuard user's real-time location. This allows for seamless coordination of personnel during an incident.
- Allows Field personal to see other field personal location, other available resources and information for other systems sent to the field personnel via SafeZone Command.
- Omniguard distributes integrated system information to the field such as camera feeds, CAD information, Veoci task lists, Flock LPR information, etc.
- Produces historical patrol heat maps to determine manpower distribution and to align patrol with active crime patterns.
- Can show the vertical locations of all field personnel using Omniguard to command operators, dispatch and other field responders when paired with optional indoor positioning services.
- SafeZone Command Messaging – A mass and tactical communication suite allowing message distribution through multiple channels to send the community emergency information based on their geographic locations or groups affiliation.
 - Accessed through SafeZone Command
 - Tactical and Mass Geo-Located Communications- To send alerts/messages to specific people or groups based on their group membership or real-time geo-location.
 - Fully supports the following mass notifications distribution methods: SMS, banner messages, fire panel announcers, social media, email, EAS, desktop tickers and takeover, RSS, digital signage, auto-dialing phone calls, mobile safety application and push notifications, IPAWS, LED signage like Alertus beacons, VOIP phones, CAP feeds, IoT feeds and outdoor audible notifications.
 - Fully supports visitor SMS and Text-to-Dial Mass Communication allowing self-enrollment or institutional enrollment of mobile device phone numbers that do not belong to current students, facility or staff members. (Table C)
 - Secure 2-Way Individual and Group Communications- Encrypted text communications between persons in duress, groups of responders and command/leadership personal
 - 2-way messaging allows SafeZone Command operators to message directly to a SafeZone Mobile or Omniguard Mobile User and to send information and media.
 - 2-Way messaging allows an Omniguard Users and SafeZone Users to message directly and to send information and media.
 - 2-Way messaging allows Omniguard Users to message directly and to send information and media.

- Group Chat is a cloud hosted group messaging platform like Microsoft Teams or What's App., but data is encrypted, recorded, can't be deleted by end users.
- The group messaging allows incident response communications in chat channels where participants are invited in and out based on their role and permissions.
- Documents, data, and video can be shared, and multiple channels can be created in advance or ad hoc. This is commonly used to communicate and help coordinate a response to surge or weather-related events.
- This is particularly effective if other chats systems are compromised or not available.

Configurations and Support Originating from One Provider

- Configurations, Customizations and Support for SafeZone are managed by CriticalArc and available 24 hours a day, 365 days a year. Our configuration support and service approach are as follows:
 - SafeZone is a technically sophisticated software solution, however since it's based on Cloud architecture and common off-the-shelf consumer devices such as Smartphones and Tablets, there is relatively little technical effort required to launch and maintain the service from the institution's perspective.
 - SafeZone requires no specialized IT infrastructure to be installed on site and SafeZone users require no specialized IT training to operate the platform.
 - CriticalArc's support and service teams directly provide unlimited and ongoing help with SafeZone configurations, usage, uptake, marketing, customization or other needed changes. Each current A&M SafeZone institution works with the same Texas based support team, since 2019. Any A&M institution electing to purchase SafeZone will also work with this same CriticalArc service and support team.
 - Initial implementation resources are provided directly from CriticalArc with a primarily focus on operational training and platform usage. CriticalArc completes all technical setup for our clients; however, clients are also taught how to make technical changes and adjustments to SafeZone. Our clients can call, text or email our support team 24 hours a day, 365 days a year for assistance.
 - The SafeZone system has over 100 documented use cases, features and potential benefits to an organization. Our Texas Customer Success and Services Team continuously work with our current A&M institutions so they are aware and understand all options available. Many use cases will be fully operational after an initial project implementation but other may come late. Your service and support team will return to campus multiple time annually and offer unlimited virtual support to help with new use cases, configurations, and to ensure SafeZone usage grows. We also continuously advise on the pre-requisites, setup implications and best practices when new use cases are selected or when new features are released.
 - In general, CriticalArc directly guides clients through 8 main project implementation stages to successfully deliver scope requirements, detailed in the Statement of Work. The key areas are:
 - Project Priority Identification – Initial Scope
 - Systems Design and Setup
 - Software Delivery
 - Implementation, Testing, and Pre-Launch Support Delivery
 - Live System Services Delivery
 - Additional Services Delivery
 - Testing
 - On-going Training, New Use Case Identification and Documentation Delivery

Safezone Pricing Tables

CriticalArc classifies each A&M System institution as a Primary Organization but does not classify the remote campuses for an institution as a separate organization. There is no additional cost for remote campuses falling under a Primary Organization. The only exception to this is A&M Health Care Institutions that fall under any given A&M Higher Education Institution. Any area where patients are cared for area where health care staff or administrative personnel work is priced by the total Sq. Foot Total of each the facility.

CriticalArc offers the following discounts to A&M System:

- 10% off SafeZone Annual License if TAMUS purchases under a single PO SafeZone for all A&M System institution.
- 7.5% off SafeZone Annual License if an A&M System institution pays a 5-year term in full.
- 5% off SafeZone Annual License if an A&M System institution pays a 3-year term in full

SafeZone Pricing				
COMMERCIAL-IN-CONFIDENCE				
Code	Description of Product	List	Qty	Sum
Higher Education Platform Annual License Fees	SafeZone Base Platform License Includes: - SafeZone Command SafeZone Messaging Command Operators Profiles (unlimited) SafeZone Mobile Application (unlimited) -OmniGuard Mobile Application (unlimited) -Safe Transit Application (unlimited) -Implementation/Training/Setup -Customer Support Services -API Integrations included	Variable Based On Full-Time Student Enrollment	1	Variable Use Table A
Healthcare Platform Annual License Fees	SafeZone Base Platform License Includes: - SafeZone Command SafeZone Messaging Command Operators Profiles (unlimited) SafeZone Mobile Application (unlimited) -OmniGuard Mobile Application (unlimited) -Safe Transit Application (unlimited) -Implementation/Training/Setup -Customer Support Services -API Integrations included	\$20,000 + \$.018 to \$.038 per Sq. Ft. of Building Covered	1	Variable use Table B
Total Platform Licenses Per Annum				
Professional Implementation Fees Year 1 Only (required)				
DEPLOY	On-Site Implementation, Functional Training, Technical and API Support Day Rates (required)	\$1,800	0	Variable Table A & B
SERVICE	On-Site Campus Uptake Support Meetings, Marketing, Delivery and Support Day Rate (required)	\$1,800	0	Variable Table A & B
SZ-P&V Support	Unlimited Virtual and Phone Support Included for Life of Agreement (included)	\$0.00	1	Included

Total Implementation Fees				
Maintenance Fees (Required Annually)				
MAINT	Platform upkeep, technical support, API upkeep, ongoing functional support, training and upkeep	Variable	1	Variable Table A & B
Total Maintenance Fees				

Optional Customer or Technical Support Fees				
SZ-OS Support	Additional On-Site Customer Service or Technical Support -Day Rate (Day Rate above standard annual guaranteed on-site days. Rate includes travel and accommodations.)	\$1,800	0	\$0.00
SZ-OS Programing	Additional Technical Support – Onsite and Virtual Day Rate for custom programing or API provisioning. (Day Rate includes travel and accommodations as needed)	\$1,800	0	\$0.00
Total Additional Customer Service Fees				

Optional Alerting Devices and Services List Pricing				
V.Alt	Bluetooth Panic Button to remotely activate alert on SafeZone Mobile smart device (<i>cost per device, discount available for bulk purchases</i>)	\$59.00	0	\$0.00
GARMIN-MINI- 2	Satellite Communications Device, small form factor, with InReach technology from Garmin and Emergency button linked to SafeZone (Cost per device. excludes Subscription)	\$999.00	0	\$0.00
Twigg Hardware	Twigg NEO Remote Panic Button – Allows users to raise an alert and check-in without a smart device – cost per device	\$756	0	\$0.00
Twigg Data	Annaul Data plan for each Twigg Neo device	\$680	0	\$0.00
Duress Wearable	Badge Form Factor Duress Alert Device – Annual Fee per unit - Includes badge, training, implementation, and replacement if battery fails. Requires indoor positioning to function.	\$37.00	0	\$0.00
SafeZone Mobile for Remote Health Care Employees	SafeZone Mobile Application access for Home Health or Traveling Health Care Field Employees. Per User. (Student Receive Service for Free with purchase of SafeZone Platform by institution)	\$100	0	\$0.00
Indoor 150,000-500,000 Sq/Ft	Annual Indoor Vertical Positioning Annual License Fee per Sq. Ft. (over 250,000 sq. ft) - Compatible with existing Aruba, Cisco, and Juniper BLE Beacons	\$0.048	0	\$0.00
Indoor 500,000-1,000,000 Sq/Ft	Annual Indoor Vertical Positioning Annual License Fee per Sq. Ft. (over 250,000 sq. ft) - Compatible with existing Aruba, Cisco, and Juniper BLE Beacons	\$0.038	0	\$0.00

Indoor License 1,000,000 - 4,000,000 Sq/Ft	Annual Indoor Vertical Positioning Annual License Fee per Sq. Ft. (over 250,000 sq. ft) - Compatible with existing Aruba, Cisco, and Juniper BLE Beacons	\$0.028	0	\$0.00
Indoor License 4,000,000 + Sq/Ft	Annual Indoor Vertical Positioning Annual License Fee per Sq. Ft. (over 250,000 sq. ft) - Compatible with existing Aruba, Cisco, and Juniper BLE Beacons	\$0.018	0	\$0.00
BLE Indoor Positioning Beacon	Bluespot BLE Vertical Positioning Standalone Beacon - 10 Year Battery each covers between 4,000 to 6,000 Sq Ft. to cover areas where there are no existing beacons (each covers 3-4k sq ft)	\$78.00	0	\$0.00
NAO Bluetooth Listener Beacon	Bluespot BLE Vertical Positioning Listening Beacon – AC Powered - 4,000 to 6,000 Sq Ft. to cover areas where Duress Wearable Badges are used and the existing WIFI Access Points are not present or cannot support (each covers 3-4k sq ft)	\$208	0	\$0.00
BLE Integrate	Annual Fee to integrate existing Aruba, Cisco, Juniper BLE Beacons for Vertical Positioning	\$6,000	0	\$0.00
Indoor Positioning Mapping and Setup, Implement	Per Day on-site Implementation and mapping for Indoor Positioning per day (generally 500,000 sq ft can be implemented in a week) – Price variable based on scope size. (Day Rate includes travel and accommodations)	\$1,800	0	\$0.00
DESKTOP Alerting Annual License - BASIC 500	Desktop Notification System Basic Annual License for up to 500 devices. Includes only Full Screen Desktop Takeover Messages with Audible Alarm, and Reporting	\$5,000	0	\$0.00
DESKTOP Alerting Annual License - BASIC 1000	Desktop Notification System Basic Annual License for up to 1000 devices. Includes only Full Screen Desktop Takeover Messages with Audible Alarm, and Reporting	\$8,000	0	\$0.00
DESKTOP Alerting Annual License - BASIC 2500	Desktop Notification System Basic Annual License for up to 2500 devices. Includes only Full Screen Desktop Takeover Messages with Audible Alarm, and Reporting	\$12,500	0	\$0.00
DESKTOP Alerting Annual License - BASIC 20,000	Desktop Notification System Basic Annual License for up to 20,000 devices. Includes only Full Screen Desktop Takeover Messages with Audible Alarm, and Reporting	\$20,000	0	\$0.00

DESKTOP Alerting Annual License - BASIC 40,000	Desktop Notification System Basic Annual License for up to 40,000 devices. Includes only Full Screen Desktop Takeover Messages with Audible Alarm, and Reporting	\$36,000	0	\$0.00
DESKTOP Alerting Annual License - PREMIUM 500	Desktop Notification System Premium Annual License for up to 500 devices. Includes Full Screen Desktop Takeover Messages with Alarms, Ticker Messages, and Pop-up Messages, and Reporting	\$10,000	0	\$0.00
DESKTOP Alerting Annual License - PREMIUM 1,000	Desktop Notification System Premium Annual License for up to 1,000 devices. Includes Full Screen Desktop Takeover Messages with Alarms, Ticker Messages, and Pop-up Messages, and Reporting	\$15,000	0	\$0.00
DESKTOP Alerting Annual License - PREMIUM 2,500	Desktop Notification System Premium Annual License for up to 2,500 devices. Includes Full Screen Desktop Takeover Messages with Alarms, Ticker Messages, and Pop-up Messages, and Reporting	\$30,000	0	\$0.00
DESKTOP Alerting Annual License - PREMIUM 5,000	Desktop Notification System Premium Annual License for up to 5,000 devices. Includes Full Screen Desktop Takeover Messages with Alarms, Ticker Messages, and Pop-up Messages, and Reporting	\$40,000	0	\$0.00
DESKTOP Alerting Annual License - PREMIUM 20,000	Desktop Notification System Premium Annual License for up to 20,000 devices. Includes Full Screen Desktop Takeover Messages with Alarms, Ticker Messages, and Pop-up Messages, and Reporting	\$50,000	0	\$0.00
DESKTOP Alerting Annual License - PREMIUM 40,000	Desktop Notification System Premium Annual License for up to 40,000 devices. Includes Full Screen Desktop Takeover Messages with Alarms, Ticker Messages, and Pop-up Messages, and Reporting	\$80,000	0	\$0.00

Table A – Full Time Enrollment SafeZone Platform Price Scale

Effective Full Time Student Enrollment (FTE)	Annual License Fee	Professional Services & Implementation Fee (Year 1 Only)	Onsite Implementation & Services Days Included	Onsite Services Days Included (Starting Year 2)	Annual Maintenance Fee
0 - 2,500	\$22,000	\$5,000	3	2	\$5,000
2,500 - 6,000	\$25,000	\$6,000	3	2	\$5,000
6,000 - 10,000	\$38,000	\$7,000	3-4	3-4	\$7,000
10,000 - 20,000	\$49,000	\$8,000	4-5	4	\$7,000
20,000 - 30,000	\$59,000	\$10,000	5-7	5	\$9,000
30,000 – 40,000	\$70,000	\$12,000	5-7	5	\$9,000
40,000 – 50,000	\$85,000	\$15,000	5-10	5-9	\$15,000
50,000 +	\$97,000	\$20,000	10-15	9-10	\$18,000

Table B – Health Care SafeZone Platform Annual Scale

SafeZone Health Care Platform Annual License Fees		Site/Office Packs. Total Square Feet:			
Facility Size		Facilities 100-1,000,000 Sq Ft	Facilities 1,000,000-4,000,000 Sq Ft	Facilities 4,000,000 Sq Ft or more	Remote Workers
Incl. Named Responders	Unlimited				
Incl. Control Room	1				
Price	\$20,000	\$0.04 per Sq. Ft.	\$0.03 Per Sq. Ft.	\$0.02 Per Sq. Ft.	\$100
Quantity	1	1,000,000	3,000,000	4,000,000	0
Sub Total	\$20,000	\$40,000	\$90,000	\$80,000	\$0

- For optional indoor positioning services, Healthcare institutions must have both an annual SafeZone platform license and an annual indoor positioning license, plus necessary hardware, and setup. Setup fees are based on project scope size. Indoor positioning pricing per sq. ft. is listed above.

Table C – Visitor Self-Registration SMS and Text-to-Voice Mass Communications (Optional)

Number of Recipients	Annual Fee
0 - 2,500	\$3,500.00
2,500 - 6,000	\$5,000.00
6,000 - 10,000	\$7,500.00
10,000 - 20,000	\$10,000.00
20,000 - 30,000	\$15,000.00
30,000 – 40,000	\$20,000.00
40,000 – 50,000	\$25,000.00
50,000 – 60,000	\$30,000.00
60,000 – 80,000	\$45,000.00
80,000+	Priced on scope

- **Visitor Mass SMS Communications – Allows self-registration to add mobile device phone numbers to allow SMS and Text-to-Voice Auto Dialing Mass Communication message distribution to individuals who are not a current student, faculty or staff member. All SMS and Text-to-Voice Mass Communications can only be used to send messages notifying or directing recipients about emergency, safety, security, business continuity, weather, natural disaster, or Clery incidents.**

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. <u>Umbrella Liability Insurance</u>	\$5,000,000
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5. Cyber Liability

PROVIDER 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 PROVIDER'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 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 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 ("A&M 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, A&M System 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 forwarded to: SOProurement@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.
- I. Certificate Holder should read as follow:

The Board of Regents for and on Behalf of The Texas A&M University System
The Texas A&M University System
301 Tarrow St.
College Station, TX 77840