

## SERVICE AGREEMENT

This Service Agreement ("Service Agreement") is between Ortho-Clinical Diagnostics, Inc., a New York Corporation doing business at 1001 US Route 202, Raritan, NJ 08869 (the "Company"), and Texas A&M University, a member of The Texas A&M University, an agency of the State of Texas, a Texas entity doing business at Hwy 60, Building 508, Room 120 4457 TA, College Station, TX 77843 (the "Customer").

The Company and its affiliates sell in vitro diagnostic products ("Products") and services related to those products ("Services").

The federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), prohibits certain activities in connection with referring or arranging for business paid for by a federal healthcare program. The Company will provide the Customer, as permitted by the "discount safe harbor" to the federal anti-kickback statute under 42 C.F.R. § 1001.952(h), with Price Concessions (as defined below) on Products and Services purchased under this Service Agreement if certain conditions are met.

The parties agree as follows:

1. **Service and Pricing.** This is a Service Agreement for provision by the Company of the Services as defined in Schedule A attached hereto at the prices set forth in the Product Supplement which will be deemed accepted upon receipt of Customer's purchase order. The pricing, including any discount at the time of sale (a "Discount") and any retrospective payment (a "Rebate") (each, a "Price Concession"), for purchase of a given Service by the Customer is set forth in the Product Supplement and is subject to the additional pricing terms of this Service Agreement. Only Services covered by a Product Supplement and purchased under this Service Agreement are eligible for Price Concessions. The Company has the right to increase pricing regarding consumable parts and per call service rates. Service contracts will not automatically renew.

2. **Term and Termination.** The terms and conditions of this Service Agreement are effective as of \_\_\_\_\_, 20\_\_\_\_, \* (the "Effective Date") and will continue in effect until either party terminates the Service Agreement by giving thirty (30) days' written notice to the other party.

\* The Company will complete this section upon final execution of this Service Agreement.

If this Service Agreement is terminated by the Customer in order to upgrade a piece of Company's equipment ("Equipment Upgrade"), any unused amounts of service coverage (determined by chronological proration) for which the Customer has prepaid will be credited to the Customer's account. If this Service Agreement is terminated by the Customer for any other reason other than an Equipment Upgrade, the Customer will not be provided credit for any unused prepaid amount, and if the Customer has purchased but not completely paid for a multi-year term, the Customer will be invoiced, an amount equal to any difference between the amount prepaid by the termination date and the amount still owed to the Company for the remaining multi-year term.

3. **Entire Agreement.** All exhibits, schedules, Product Agreements and Purchase Orders attached hereto and referenced herein are made a part of this Service Agreement. This Service Agreement constitutes the entire agreement between the parties concerning the subject matter of this Service Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Service Agreement. The terms of any purchase order, invoice, or similar document used to implement this Service Agreement shall be subject to and shall not modify this Service Agreement. This Service Agreement may only be amended by written agreement of the parties.

4. **Government Program Participation.** Each party represents that it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), nor any other federal or state government payment program, and that it is eligible to participate in the foregoing programs. If either party is excluded or becomes otherwise ineligible to participate in any such program during the term of this Service Agreement, such party will notify the other party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this Service Agreement effective upon written notice to the other party.

5. **Pricing Disclosure.** (a) The Customer acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, Price Concessions or any other price reductions) of any Product or Service purchased under this Service Agreement and, on request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for Products or Services. The Customer may receive subsequent documentation under some programs reflecting adjustments or allocations to the Price Concessions available hereunder.

(b) In preparing any documentation referred to under this section, the Customer may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product or Service listed as \$0.00 on any Invoice.

(c) The Customer should not include as a discount, for cost-reporting purposes, the value of any item that is designated as a sample, or that the Customer knows constitutes a sample, nor should it seek reimbursement for any such items.

(d) The Customer may request additional information from the Company to meet its reporting or disclosure obligations by writing to the Company at the address stated below.

6. **Billing and Terms of Payment.** (a) Commercial billings and prices will vary dependent upon billing arrangements selected by Customer and identified on the Product Supplement (annual, semi-annual, quarterly billing). (b) All payments are due and payable consistent with Texas Prompt Payment law (send electronically when possible).

7. **Notices.** Notices under this Service Agreement must be in writing, signed by the sending party, and sent to the address set forth in Paragraph 1, by way of one of the following methods: personal delivery; registered or certified mail, in each case return receipt requested and postage prepaid; nationally recognized overnight courier, with all fees prepaid; or facsimile. A notice under this Service Agreement is effective upon receipt or refusal of delivery by the other party.

If to Company to the Company address set forth in Paragraph 1,  
Attn: Manager of Contract Management with copy to General Counsel

If to Customer to the Customer address set forth in Paragraph 1,  
Attn: \_\_\_\_\_

8. **Offer Expiration.** Until fully executed, this Service Agreement constitutes an offer that is valid until November 30, 2019. If there are any changes to this Service Agreement or if the Customer does not sign it by that date, then the Company reserves the right to withdraw or modify this offer in its sole discretion. This Service Agreement is not valid until all signatures required below have been made.

9. **Miscellaneous.**

(a) **Force Majeure.** Failure by either party to perform in accordance with this Service Agreement will be excused because of any delay or prevention directly or indirectly caused by any condition beyond its reasonable control, including without limitation, fire, floods, earthquakes, snow, operation of law, and other acts of God, riot, war, terrorism, or subcontractor delay and strikes.

(b) **Governing Law.** The terms and conditions of this Service Agreement shall be governed by the laws of the State of Texas.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.  
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

- (c) **Assignment.** Except as provided in this section, neither party may assign any of its rights or obligations under this Service Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other party. If the Company or any of its affiliates divests itself of any Product or Service, then the Company may assign to the person or entity acquiring that Product or Service any of the Company's rights under this Service Agreement relating to that Product or Service, on the condition that the assignee will also assume the Company's obligations under this agreement relating to that Product or Service. Any purported assignment in violation of this section will be void.
- (d) **Confidentiality.** Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: all information, pricing and terms relating to or contained in this Service Agreement; all Product data, trade secrets, financial data, pricing, business plans or any other information received from the other party in implementing this Service Agreement; and all information derived from the foregoing. However, Customer may disclose this information to corporate officers, legal advisors and non-employed physicians when engaged to assist Customer in managing its business; to payers and patients as necessary and appropriate; to any consultant of Customer that provides legal, account or information technology services solely to assist Customer in managing its business provided that disclosure is limited to only the information necessary to allow the consultant to perform its obligations to the disclosing party and consultant agrees in writing to treat the information as confidential and not share it other than in providing consulting services to Customer.

The preceding obligations shall not apply to data or information (i) which has been published through no fault of either party, (ii) which the parties agree in writing, may be used or disclosed, or (iii) is required to comply with a court order or administrative subpoena, order or law. In addition, a party may disclose Confidential Information to its legal and accounting advisors that require Confidential Information in connection with the party's rights and obligations under this Service Agreement, provided the disclosing party obligates the recipient to hold the same in strict confidence. The provisions in this paragraph 9.(d) shall survive the termination or expiration of this Service Agreement.

Company acknowledges that Customer 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 Customer's written request, Company will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Customer in a non-proprietary format. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access. Company acknowledges that Customer 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. Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Confidential Information that is personal information or trade secret, shall remain in place for so long as the applicable Confidential Information retains its status as personal information or trade secret, applicable, under applicable law, if, in the reasonable opinion of the receiving party's counsel, any of the disclosing party's Confidential Information is required to be disclosed pursuant to law, regulation or court order, the receiving party shall promptly (and in no case less than ten (10) business days prior to the deadline for disclosure if reasonably achievable), if permitted by applicable law, give the disclosing party written notice thereof and reasonably cooperate with the disclosing party's efforts to take whatever action the disclosing party deems necessary to protect the Confidential Information. In all cases, the receiving party shall (i) disclose only that portion of the Confidential Information which the receiving party is advised by counsel is legally required and (ii) notify the disclosing party in writing of the Confidential Information disclosed.

- (e) **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.
- (f) **Waiver.** No provision of this Service Agreement may be waived except by a writing signed by the party against whom the waiver is sought to be enforced. No failure to enforce any provision of this Service Agreement constitutes a waiver of future enforcement of that provision or of any other provision of this Service Agreement.
- (g) **Insurance.** The Company will maintain product liability and general public liability insurance against any insurable claims that are reasonably likely to arise regarding Products or Services purchased from the Company. See Customer Insurance Addendum attached.
- (h) **Third-Party Beneficiaries/Contractual Obligations.** No one other than the Company and the Customer has any rights, or is entitled to any remedies, under this Service Agreement. Each party represents that it is not prohibited from entering into, or performing its obligations under, this Service Agreement by the terms of any other agreement.
- (i) **No Set-Off.** The Customer will neither deduct nor set-off, from payments under this Service Agreement, amounts allegedly owed to the Customer by the Company or its affiliates under a separate agreement or cause of action.
- (j) **Compliance with Law.** In performing their obligations under this Service Agreement, the Company, and the Customer shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, equal-opportunity laws, and fraud and abuse laws.
- (k) **Warranty of Authority.** The Customer represents to the Company that it is duly authorized to execute this Service Agreement and that it has authority to legally bind the Customer to the terms of this Service Agreement (including, without limitation, the agreement to arbitrate all disputes).

10. **State Contracting Requirements:**

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the Company or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Company agrees that any payments owing to Company under this Agreement may be applied directly toward certain debts or delinquencies that Company 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.

**Prohibited Bids and Agreements.** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the Company certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

**Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Customer shall be in Brazos County, Texas.

**Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**Access by Individuals with Disabilities**

Company represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to

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ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

Customer Name: TX A&M VETERINARY MED  
Agreement Number: 00047859-279381-000

Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Company becomes aware that the EIRs, or any portion thereof, do not comply then Company represents and warrants that it will, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Franchise Tax Certification. If Company is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Company certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Company is exempt from the payment of franchise (margin) taxes.

Products and Materials Produced in Texas. Company agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Company will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

Loss of Funding. Performance by Customer 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, Customer will issue written notice to Company and Customer may terminate this Agreement without further duty or obligation hereunder. Company acknowledges that appropriation of funds is beyond the control of Customer.

Prompt Payment Act. Payment from Customer to the Company will be due thirty (30) days from the date of the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

State Auditor's Office. Company 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*. Company agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Company will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Company expressly acknowledges that Customer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Company Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, Company certifies Company (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Company acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Company Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Company certifies Company (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Company acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Conflict of Interest. By executing and/or accepting this Agreement, Company and each person signing on behalf of Company certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (TAMU) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Each party is signing this Service Agreement as of the date stated below its signature.

Signatures	
Texas A&M University	Ortho-Clinical Diagnostics, Inc. /
Title: Robert C. Bounds Director, Procurement Services	Title: Customer Data Analyst
Date: 29 OCT 2019	Date: 10 31-19

## SCHEDULE A

### 1. How to obtain service.

- (a) Customer can reach Company's Customer Support Center by calling (800) 421-3311.
- (b) When the Company's Customer Support Center determines the issue cannot be resolved with telephone assistance, additional action will be taken as described below under Scope of Services.

### 2. Replacement Parts.

- (a) Replacement of all worn-out or defective non-consumable parts ("Replacement Parts") on covered equipment replaced during an on-site service visit will be at no charge. ORTHO VISION™ Analyzer Annual Maintenance Kit and Consumable Parts are not covered by the Partnered Care Service Level and are the responsibility of the Customer. Replacement Parts may be new or reconditioned to perform as new.
- (b) Parts removed from equipment and replaced, unless previously agreed, shall, at Company's discretion, become the property of Company.
- (c) All parts replaced at no charge must be returned to Company within thirty (30) days after replacement when the Replacement Part(s) are shipped directly to Customer. The Customer may also order certain replacement, non-consumable parts directly from Company. The cost of standard shipping is included. A charge for Premium shipping (NFO, Next Day) will be billed if this is requested by the Customer. All consumable parts will be charged to Customer.

### 3. Service Restrictions.

- (a) During the term of the Service Agreement, Customer shall be responsible for providing routine maintenance, as specified in the Operator's Manual provided by Company, on all equipment covered hereunder. Failure to follow such routine maintenance procedures may result in service charges to repair the equipment or to otherwise bring the equipment back into compliance with Company specifications for such equipment or, at Company's discretion, may void all service obligations of Company hereunder. For analyzers covered by the Partnered Care Service model, the specified list of Self Service procedures is the responsibility of the Customer. Please reference procedure manual (J55658) for a detailed list of procedures to be performed. Failure for Customer to perform the specified self-service procedures for analyzers covered under the Partnered Care Service model may result in service charges if performed by Company personnel.
- (b) Customer agrees that neither it nor its employees or agents will alter or modify any part of the equipment or software, unless such action is expressly authorized in writing by Company. Any modification of or damage to any part of the equipment or software, whether by misuse, negligence, unauthorized repair or relocation, improper site preparation, unauthorized or improper integration with other products, accident, act of nature or otherwise (unless attributable to Company's negligence), may result in service charges to repair the equipment or software or to otherwise bring the equipment back into compliance with Company's specifications for such equipment or software or, at Company's discretion, may void all service obligations of Company hereunder.
- (c) Customer shall notify Company prior to relocating any equipment. Any such relocation made without the express prior written approval of Company shall void all service obligations hereunder. Charges associated with the relocation and setup at a new location are not covered under this Service Agreement.
- (d) This Service Agreement does not cover the following: circumstances beyond Company's control (such as overriding, bypassing, defeating interlock switches on equipment or devices sold by Company); problems due to failure of Customer to conform to Company site specifications; service or parts for any attachments, accessories, alterations or software not marketed by Company, nor to correct problems resulting from their use; rebuilding or reconditioning of equipment; service issues caused by Customer misuse or abuse; failure to follow Company's operating instructions; supply items.
- (e) Service Coverage. If there are multiple items of equipment at Customer's site that are the same model/type (i.e. two ORTHO VISION Analyzers), then in order for any one item of equipment to be eligible for coverage under this Service Agreement, all such items on-site must be covered under either a standard warranty, a rental service agreement with Company or a separate service agreement of the same service level.
- (f) The Company will make available technical support, for a period of seven (7) years after sale or end of active production, whichever is less. Our support applies equally to hardware/instruments sold to an end customer, a TPI (Third Party Intermediary), or as a device used as a Company asset.
- (g) ORTHO® Analyzers are designed to minimize footprint in the lab. It is necessary to provide adequate permanent clearance for airflow and operational/ maintenance access on all sides, according to the site specification. Failure to comply may result in void of service obligation and/or additional service charges.
- (h) eConnectivity™ is technology developed to assist in troubleshooting. All eConnectivity-capable analyzers must be eConnected. Failure to comply may result in void of service obligation and/or additional service charges.

### 4. Scope of Services. The service coverage specified for each item of equipment set forth in the Product Supplement shall consist of the following:

- (a) Service hours during which Company will provide onsite service performed by Field Engineers are as indicated on the Product Supplement.
- (b) Onsite service provided outside the service hours are not covered and shall be billed at prevailing labor rates and trip charges based on time of day, day of week and geographic zone.
- (c) The Company's onsite response time will vary depending on the geographic zone in which the Customer resides and the service option purchased indicated on the Product Supplement.
- (d) It is Company's objective to respond to requests for onsite service by the next covered business day or as the service option purchased as indicated on the Product Supplement.
- (e) Periodic Maintenance (PM) performed by Company to clean, test, and maintain covered equipment is recommended as indicated by the covered equipment service manual. This includes all labor and parts used during the PM. PM calls will only be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.
- (f) The Company will install Health and Safety related Modification Kits on covered equipment. This includes all labor and parts used in the installation that are required to implement the modification. These calls will only be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.

## Texas A&M University Insurance Requirements Addendum

Service Provider shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), 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 Texas A&M University. By requiring such minimum insurance, Texas A&M University shall not be deemed or construed to have assessed the risk that may be applicable to Service Provider under this Agreement. Service Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Service 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 Texas A&M University at least ten days before the effective date of the cancellation.

### Insurance:

#### Coverage

#### Limit

##### **A. Worker's Compensation**

Statutory Benefits (Coverage A)  
Employers Liability (Coverage B)

Statutory  
\$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 Texas A&M University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

##### **B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

##### **C. Commercial General Liability**

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 will be issued on a form that insures Service Provider or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

### Additional Endorsements

The Auto and Commercial General Liability Policies shall name the following as additional insured:  
Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University

D. Service Provider will deliver to Texas A&M University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Service Provider. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by Service Provider under this Agreement. Service Provider is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

Name: Texas A&M University  
Insurance Services/Emily Terral  
Address: 1182 TAMU  
College Station, TX 77843-1182  
Fax Number: 979-862-7130  
Email Address: eterral@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.