

Quote Date: May 21, 2019



**Customer Name:** FMO Accounts Payable  
**Address:** 750 Agronomy Road - Suite 3101 6000 TAMU  
**City:** College Station  
**State:** TX  
**Zip:** 77843

1048 N 44th Street  
Suite 100  
Phoenix, AZ 85008  
Phone (480) 268-7955  
Fax (480) 967-5433

**Ship to Name:** TEXAS A&M UNIVERSITY  
**Address:** Vet Med Teaching Hospital  
Room 120 Hwy 60 Bldg. 508  
**City:** College Station  
**State:** TX  
**Zip:** 77843

**Special Shipping Instructions:**  
Ship Units to Sites

## CUBEX Software & Support Quotation

Areas Names	Solution Bundle Names	No. of Months	Unit Price	Extended Price
<u>Small Animal Soft Tissue</u> , TAMU, College Station, TX	Cubex 2000 Main. TMain - Software and Support Service Agreement for the following location Cubex 2000 Main. TAMU # 1300736835. SN#13655703	12	\$ 140.00	\$ 1,680.00
<u>Small Animal Ortho</u> , TAMU, College Station, TX	Main - Software and Support Service Agreement for the following location Cubex 1000 Main. TAMU # 1300736836, SN# 13655706	12	\$ 140.00	\$ 1,680.00
<u>Small Animal Hallway (By Derm)</u> , TAMU, College Station, TX	Main - Software and Support Service Agreement for the following location Cubex 1000 Main. TAMU # 1300736837. SN# 13655707	12	\$ 140.00	\$ 1,680.00
<u>Large Animal ICU</u> , TAMU, College Station, TX	Main - Software and Support Service Agreement for the following location Cubex 2000 Main. TAMU # 1300736838. SN# 13655702	12	\$ 140.00	\$ 1,680.00
<u>Large Animal ICU AUX</u> , TAMU, College Station, TX	Auxiliary - Software and Support Service Agreement for the following location Cubex Aux. TAMU # 1300736839. SN # 13652601	12	\$ 20.00	\$ 240.00
<u>Small Animal ER</u> , TAMU, College Station, TX	Main - Software and Support Service Agreement for the following location Cubex 2000 Main. SN 15268832.	12	\$ 140.00	\$ 1,680.00

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## CUBEX Software & Support Quotation

<u>Small Animal ICU</u> , TAMU, College Station, TX	Main - Software and Support Service Agreement for the following location Cubex 2000 Main. SN 1526833.	12	\$	140.00	\$	1,680.00
<u>Small Animal ICU AUX</u> , TAMU, College Station, TX	Auxiliary - Software and Support Service Agreement for the following location Cubex Aux. SN 15265989.	12	\$	20.00	\$	240.00
<u>Small Animal ICU AUX</u> , TAMU, College Station, TX	Auxiliary - Software and Support Service Agreement for the following location Cubex Aux. SN 15265991.	12	\$	20.00	\$	240.00
<u>Large Animal Radiology Hallway</u>	Main - Software and Support Service Agreement for Cubex 2000 TAMU# 1500194001 SN 14266908	12	\$	140.00	\$	1,680.00
<u>Large Animal Stat Lab</u>	Main - Software and Support Service Agreement for the Cubex 2000 TAMU# 1500194002 SN 14266911	12	\$	140.00	\$	1,680.00
<u>Small Animal Anesthesia</u>	Main - Software and Support Service Agreement for the Cubex 2000 TAMU# 1500194000 SN 14266910	12	\$	140.00	\$	1,680.00
<u>Large animal anesthesia</u>	Mini - Software and Support Service Agreement for the for RX mini located at large animal anesthesia - Serial #15262193	12	\$	79.20	\$	950.40

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Ship Units to Sites

## CUBEX Software & Support Quotation

Software and Support Service Agreement - PM Interface Fee

(\$75.00 per 1 main unit plus \$325.00 per 13 additional units  
@ 25 ea less a 20% discount = \$320 per month)

12 \$ 320.00 \$ 3,840.00

Small Animal Hallway AUX

Software and Support Service Agreement - PM Interface Fee -  
TAMU# 1500194004 Serial # 14293011

12 \$ 20.00 \$ 240.00

**Inventory Solutions Subscription Total - Annual \$ 20,870.40**

### Practice Management/Supplier Order Interface Activated for Bundles Above

**Yes/No**

1. No Interface	No
2. Smart Flow Interface	No
3. Henry Schein Animal Health Order Interface	No
4. MWI Veterinary Supply Order Interface	No
5. Patterson Veterinary Supply Order Interface	No

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Special Shipping Instructions:  
Ship Units to Sites.

## CUBEX Software & Support Quotation

### Subscription Terms

1. Length of agreement is 60 Months
2. Deferred Billing Term (If Applicable) N/A
3. CUBEX deferral period is intended to provide time to coordinate and conduct the installation of equipment; however, first payment date listed on third-party finance company documents does not change based on actual install date that may be prior to or after first payment is due.
4. Monthly subscription includes technology, on-site implementation, remote system administration training and shipping. ~~Software license and support for hardware and software provided under separate software license and support agreement.~~ This subscription is subject to terms of Master Order # C20191052.
5. ~~Applicable taxes will be added to the above amounts.~~
6. ~~This quote is valid for 30 days from quote date listed at top of document and is non-cancelable once executed.~~
7. ~~Prices shown above may be subject to change based on credit approval at time of order.~~
8. Additional Terms or discounts shown are based on execution of this agreement by: Date State of Cubex
9. Additional Terms or discounts shown are based on shipment of all units by: Date
10. Other Special Terms (please list): Contract commencement date of 09/01/2019 TAMU agrees to any "additional terms" to the extent permitted by the Constitution and laws of the State of Texas.

### Contract Process

1. After signing this document, please complete the attached Credit Application and fax to (866) 990-0825.
2. Once the Credit Application is submitted, it will be reviewed by the Cubex Financial Partner.
3. Upon approval from Finance Partner, they will forward an Inventory Solutions Subscription Agreement. Please complete and return to them.
4. During the approval process, Cubex will begin to schedule Pre-Implementation Calls.

If you have any questions concerning the Credit Application or the Contract Process, please contact Finance at (480) 428-3420 or [finance@cubex.biz](mailto:finance@cubex.biz)

### Signature

FMO Accounts Payable

Signature below signifies agreement with the terms of the attached Software License and Support Agreement

By (Signature) \_\_\_\_\_  
Name (Print) **ROBERT C. BOUNDS**  
Title **DIRECTOR, PROCUREMENT SERVICES**  
Date **2 Jul 2019**

**Master Order SERVICE AGREEMENT for Cubex System**

TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS

<b>Supplier:</b>  <b>CUBEX LLC</b> <b>1048 N 44TH ST STE 100</b> <b>PHOENIX, AZ 85008-5753</b>  <i>Contact:</i> Taryn Pollock, Mike Boivin <i>Finance Specialist</i> <i>Executive VP Sales &amp; Marketing</i> <i>E-mail:</i> <a href="mailto:tpollock@cubex.biz">tpollock@cubex.biz</a> <a href="mailto:mboivin@cubex.biz">mboivin@cubex.biz</a> <i>Phone:</i> (480) 428-3420 (834) 604-1107	<b>Billing Address:</b>  ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to <a href="mailto:invoices@tamu.edu">invoices@tamu.edu</a> Attn: Do not mail invoice if sending via email College Station, TX 77843-6000 Email: <a href="mailto:invoices@tamu.edu">invoices@tamu.edu</a> Phone: (979) 845-8362
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This Master Order shall be effective for the term September 1, 2019 through August 31, 2020 and pertains to all goods and/or services covered by Texas A&M University Service Agreement Master Order # C20191052.

This document is **NOT** considered as an order to ship from. Services will be on a pre-scheduled basis..

1. **Supplier shall provide goods and/or services as designated on the following Attachment A**, and the specifications, terms and conditions as stated REQUEST FOR QUOTE 51392249 and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University Service Agreement Master Order # C20191052.

2. **Delivery Information:**

TEXAS A&M UNIVERSITY  
Vet Med Teaching Hospital  
Room 120 Hwy 60 Bldg. 508  
4457 TAMU  
College Station, Texas 77843

ATTN: Matthew Durham, Financial Manager  
979-845-9199  
[mdurham@tamu.edu](mailto:mdurham@tamu.edu)

3. Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Supplier shall submit one copy of an itemized invoice referencing the AggieBuy Contract number and any departmental issued purchase order number. Owner will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
4. **Changes:** Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.
5. **Tax Exemption:** The State of Texas is exempt from all Federal Excise Taxes. Texas A&M University is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M.
6. The laws of the State of Texas shall govern this Master Order.

**Jim Nelms**  
**979-845-3819**  
[janelms@tamu.edu](mailto:janelms@tamu.edu)

JIM NELMS

By: \_\_\_\_\_  
Purchasing Agent for Texas A&M University

P.O. Box 30013  
1477 TAMU  
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800  
<http://purchasing.tamu.edu>

**ATTACHMENT A**  
**Master Purchase Order SERVICE AGREEMENT for Cubex System**

TAMU CONTACT	VENDOR CONTACTS	
Matthew Durham, Financial Manager <a href="mailto:mdurham@cvm.tamu.edu">mdurham@cvm.tamu.edu</a> PH (979) 845-9199	Mike Boivin, Executive VP Sales & Marketing <a href="mailto:mboivin@cubex.biz">mboivin@cubex.biz</a> PH (834) 604-1107	Taryn Pollock, Finance Specialist <a href="mailto:tpollock@cubex.biz">tpollock@cubex.biz</a> PH (480) 428-3420

**MASTER ORDER AND RENEWALS ARE PER REQUEST FOR QUOTE 51392249 DATED 7-21-2014 AND CUBEX'S RESPONSE TO THE RFQ.**

**TERM AND RENEWALS**

The term of the agreement shall be from September 1, 2019 through August 31, 2020. Texas A&M University reserves the right to renew the awarded agreement for an additional one (1) year if mutually agreed upon by both parties with all terms, conditions and pricing remaining the same.

FY20 - Original Term	9/01/19 - 8/31/20.....	Master Order # C20191052
FY21 - Renewal 1 of 4	9/01/20 - 8/31/21	Max % increase allowed: <u>0%</u> Master Order # C20191052
FY22 - Renewal 2 of 4	9/01/21 - 8/31/22	Max % increase allowed: <u>0%</u> Master Order #C20191052
FY23 - Renewal 3 of 4	9/01/22 - 8/31/23	Max % increase allowed: <u>0%</u> Master Order #C20191052
FY24 - Renewal 4 of 4	9/01/23 - 8/31/24	Max % increase allowed: <u>0%</u> Master Order # C20191052

**SCOPE OF SERVICE AGREEMENT**

Texas A&M University is requesting a quote to result in a purchase order for a software and support service agreement for the Cubex pharmaceutical dispensing systems located throughout the Veterinary Medicine Teaching Hospital at Texas A&M University in College Station, Texas.

The service provider will be responsible for all costs associated with the maintenance and emergency repairs of equipment including parts, labor and travel. Service providers shall give priority scheduling of request or service.

Agreement shall include emergency service call repairs as required during normal working hours which are from 8:00 AM to 5:00 PM, Monday through Friday, excluding University holidays.

Agreement shall include preventative maintenance visits as recommended by the original equipment manufacturer. Maintenance service is to include a complete and thorough inspection, adjustments, cleaning, inspecting, and adjustments to published factory specifications as well as all required parts and labor. Minor problems are corrected to prevent catastrophic failures and ensure operating efficiency.

Prices shall be fixed for the term of the agreement and shall include unlimited parts used in preventative maintenance and repairs. There shall be no surprise expenses. Service personnel shall carry most commonly used parts for one-stop repairs. A distribution system provides shall be in place to provide prompt delivery of low usage parts. All factory rebuilt parts are shall be decontaminated for safety.

Agreement shall include manufacture authorized product updates and modifications shall be installed at no additional charge as well as unlimited technical assistance and support shall be available via phone, internet, or onsite.

Service personnel shall available to provide constant service coverage during periods of engineer training, vacation, and illness to ensure fast and efficient service response.

**RESPONSE TIME**

Service providers shall give priority scheduling of request or service and shall respond as soon as possible. Provide respond time in number of business hours after receipt service call request.

<b>1</b> hours
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**QUALIFIED TECHNICIANS**

Maintenance and/or repairs must be performed by a trained and qualified technician. Upon request, supplier shall supply three references and copies of any applicable certificates of completion of training as evidence of technician's qualifications. Service personnel are to be continuously trained on the latest instrument technology, product improvements, software and accessories.

**SERVICE CONTACT**

Contact person, phone, fax or email where service requests are to be placed:

Sarah Poteracki  
734-752-9778  
[skpoteracki@cubex.biz](mailto:skpoteracki@cubex.biz)

**INSPECTIONS/CORRECTIONS**

If inspection is required prior to a supplier providing coverage, there shall be no charge to Texas A&M for the inspection.

Texas A&M anticipates all equipment to be operating at manufacturer's specifications at time of agreement commencement, however should the equipment need any correction to make it operate at manufacturer's specifications, then the cost of all labor, parts and travel shall be covered under this service agreement. There shall be no additional labor, parts, or travel charged to Texas A&M.

**SHIPPING TERMS**

If any parts require shipping, then the shipping shall be F.O.B. Destination, Freight prepaid and included in the cost.

If quoting prepaid and added to the invoice, then show best estimate of delivery cost. Texas A&M requests all shipping be F.O.B. Destination with supplier bearing responsibility for any shipping claims that might arise. All equipment must be fully insured against loss or damage during shipment.

**ADDITIONAL FEES/FUEL SURCHARGES**

Any and all additional fees or fuel surcharges that may apply or will apply to this agreement must be quoted here-in as they will not be approved after award. Any additional charges will be part of the evaluation.

NOTE: Failure to include any additional costs associated with the this agreement shall make those costs the responsibility of the supplier.

**PAYMENT TERMS**

Payment terms are Net 30 days following the receipt of services or invoice.

**ADDITION OR REMOVAL OF EQUIPMENT**

In the event equipment covered by the agreement becomes irreparable or is disposed of for other reasons, then Texas A&M University reserves the right to remove equipment from this service agreement by providing a thirty (30) day written notice prior to the removal date. In the event of such termination, prorated reimbursement for remaining service that was prepaid will be due to Texas A&M University.

Texas A&M University reserves the right to add equipment to this service agreement any time by obtaining a quote from the Supplier. Supplier shall provide pro-rated quote or credit on any added or deleted equipment so that it aligns with Texas A&M's fiscal year which is September 1 through August 31. An updated purchase order will be sent to the supplier reflecting any changes in equipment covered.

**CANCELLATION**

Any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. Texas A&M University reserves the right to immediate cancellation due to non-performance. Texas A&M University reserves the right to cancel with thirty (30) days written notice. In the event of termination, prorated reimbursement for remaining maintenance service that was prepaid will be due to Texas A&M University.

**EQUIPMENT LIST** - Equipment requiring service is as follows:

Item	Description	Qty	UOM	Unit Price	Ext Price
1.	Main - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex 2000 Main. TAMU # 1300736835. Location: <u>Small Animal Tissue</u> , TAMU, College Station, TX	12	MO	\$140.00	\$1,680.00
2.	Main - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex 1000 Main. TAMU # 1300736836. Location: <u>Small Animal Ortho</u> , TAMU, College Station, TX	12	MO	\$140.00	\$1,680.00
3.	Main - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex 1000 Main. TAMU # 1300736837. Location: <u>Small Animal Internal Medicine</u> , TAMU, College Station, TX	12	MO	\$140.00	\$1,680.00
4.	Main - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex 2000 Main. TAMU # 1300736838. Location: <u>Large Animal ICU #2</u> , TAMU, College Station, TX	12	MO	\$140.00	\$1,680.00
5.	Auxiliary - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex Aux. TAMU # 1300736839. Location: <u>Large Animal ICU #2</u> , TAMU, College Station, TX	12	MO	\$20.00	\$240.00
6.	Main - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex 2000 Main. SN 15268832. Location: <u>Small Animal Primary Care/ER</u> , TAMU, College Station, TX	12	MO	\$140.00	\$1,680.00
7.	Main - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex 2000 Main. SN 1526833. Location: <u>Small Animal ICU</u> , TAMU, College Station, TX	12	MO	\$140.00	\$1,680.00
8.	Auxiliary - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex Aux. SN 15265989. Location: <u>Small Animal ICU AUX</u> , TAMU, College Station, TX	12	MO	\$20.00	\$240.00
9.	Auxiliary - Software and Support Service Agreement for the following location for the term of 9/1/19 thru 8/31/2020. Cubex Aux. SN 15265991. Location: <u>Small Animal ICU AUX</u> , TAMU, College Station, TX	12	MO	\$20.00	\$240.00
10.	Main - Software and Support Service Agreement for Cubex 2000 located at Small Animal Anesthesia for the term of 9/1/19 thru 8/31/2020 SN 14266908	12	MO	\$140.00	\$1,680.00



**AggieBuy**  
**Master Purchase Order #**  
**C20191052**



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Item	Description	Qty	UOM	Unit Price	Ext Price
11.	Main - Software and Support Service Agreement for the Cubex 2000 located at Large Animal Anesthesia for the term of 9/1/2019 - 8/31/2020. SN 14266911	12	MO	\$140.00	\$1,680.00
12.	Main - Software and Support Service Agreement for the Cubex 2000 located at Large Animal Isolation for the term of 9/1/2019 - 8/31/2020 SN 14266910	12	MO	\$140.00	\$1,680.00
13.	Aux - Software and Support Service Agreement for the 2000 Aux located in the Hallway for the term of 9/1/2019 - 8/31/2020. SN 14266909 (NOT COVERED)	12	MO	\$20.00	\$240.00
14.	Mini – Software and Support Service Agreement for the for RX mini located at large animal anesthesia – Serial #15262193	12	MO	\$79.20	\$950.40
15.	Software and Support Service Agreement - PM Interface Fee for the term of 9/1/19 thru 8/31/2020. (\$75.00 per 1 main unit plus \$325.00 per 13 additional units @ 25 ea less a 20% discount = \$320 per month)	12	MO	\$320.00	\$3,840.00
16.	Software and Support Service Agreement - PM Interface Fee for the term of 9/1/19 thru 8/31/2020 – Serial #14293011	12	MO	\$20.00	\$240.00
	<b>TOTAL</b>				<b>\$20,870.40</b>

**INSURANCE REQUIREMENTS**

It is understood that all equipment and material supplied by the supplier shall remain their property until such time as accepted or paid for by the owner, and the supplier shall protect them with appropriate insurance against theft, or other loss or damage. Supplier will be held liable for any damages to Texas A&M University property occurring during installation.

Texas A&M shall be listed as an additional insured party under each policy of insurance covering this project.

The supplier will be required to provide proof of insurance in the amounts indicated herein. Upon award, a copy of the insurance certificate must be submitted to the Purchasing office prior to any work being performed.

The successful supplier shall not commence work until all of the insurance specified hereunder has been obtained and certificates of such insurance in force have been filed with and accepted by Texas A&M University. Approval of the insurance by Texas A&M shall not relieve or decrease the liability of the Supplier. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Unless otherwise specified, the bidder shall provide and maintain until the work included in this bid invitation is completed and accepted by Texas A&M University. The Supplier's certificate of insurance in force, submitted prior to start of installation, shall include a notice that the policies do contain these provisions.

Exact installation location and date shall be coordinated with the department contact or their designee. The department shall be notified 24 hours before delivery.

The Supplier 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 and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Supplier under this Agreement. The Supplier shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Supplier 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. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

<b>AggieBuy</b> <b>Master Purchase Order #</b> <b>C20191052</b>
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<u>Coverage</u>	<u>Limit</u>
<b>A. Worker's Compensation</b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$500,000 Each Accident
	\$500,000 Disease/Employee
	\$500,000 Disease/Policy Limit
<p>If this coverage is waived by System Risk Management, the contractor, his employees and sub-contractors must sign hold harmless and indemnification agreement.</p>	
<b>B. Automobile Liability</b>	
Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000
<b>C. Commercial General Liability</b>	
Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$100,000
Medical Payments	\$5,000
<b>D. Professional Liability (Errors &amp; Omissions)</b>	\$1,000,000
	When services require such coverage

**Additional Endorsements**

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