SERVICES AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
PROBLEM SOLUTIONS, LLC

This Services Agreement ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, through its Department of Teaching, Learning, and Culture ("Texas A&M") and Problem Solutions, LLC ("Provider") is made and entered into by and between Texas A&M and Provider.

Texas A&M and Provider hereby agree as follows:

1. SCOPE OF WORK

A. Provider will work with Dr. Kay Wijekumar of Texas A&M's Center for Urban School Partnerships to establish a Massive Open Online Course (MOOC).

B. The scope of the work ("Work") and the time for performance thereof, is as set forth in Appendix "A" attached hereto and made a part hereof for all purposes.

C. Upon execution of this Agreement, all services previously performed by Provider on behalf of Texas A&M and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider’s business or profession. Work is to commence based on dates coordinated with Texas A&M during the period of February 1, 2017 through July 30, 2017. This Agreement may be extended only by written agreement executed by both parties.

3. PAYMENT TERMS

A. For the satisfactory performance of the Work, Texas A&M shall pay Provider an amount not to exceed Forty Thousand Dollars ($40,000). Breakdown of payment is described in Appendix "A". Provider will obtain the written approval of Texas A&M prior to incurring any additional costs as may be stipulated in Appendix A.

B. Payments of the amount due to Provider will be provided by Texas A&M upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix A, and provides supporting documentation for reimbursable expenses relating to Work requested by Texas A&M, if any. The invoice must be signed by the Provider and submitted to Texas A&M at the address specified in Section 8.G below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.

4. DEFAULT AND TERMINATION

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the terminating party.
B. Texas A&M may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to Texas A&M a final report describing the work completed to the date of termination. Texas A&M shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. PUBLIC INFORMATION

A. Provider acknowledges that Texas A&M 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.

B. Upon Texas A&M's written request, Provider 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 Texas A&M in a non-proprietary format acceptable to Texas A&M. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M has a right of access.

C. Provider acknowledges that Texas A&M 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.

6. 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 Texas A&M 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 University Contracts Officer of Texas A&M, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

7. CONFLICT OF INTEREST

By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider 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 ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M 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.

8. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Provider's negligent or intentional acts or omissions in performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.
C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of Texas A&M. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.

D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

E. 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. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Texas A&M shall be in the county in which the primary office of the chief executive officer of Texas A&M is located.

F. 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.

G. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. Texas A&M 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:

Texas A&M:

**Invoices:**
Texas A&M University
Department of Teaching, Learning, and Culture
ATTN: Kelly Freeman
4232 TAMU
College Station, TX 77843-4232
Telephone: (979) 845-8228
Fax: (979) 845-9663
Email: kelly-freeman@tamu.edu

**Contractual:**
Texas A&M University
Department of Contract Administration
ATTN: Executive Director
1182 TAMU
College Station, TX 77843-1182
Telephone: (979) 845-0099
Fax: (979) 862-7130
Email: contracts@tamu.edu

Provider:
Problem Solutions, LLC
ATTN: Michael P. Hruska
210 Industrial Park Road, Suite 120
Johnstown, PA 15904
Telephone: (866) 413-9883
H. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of Texas A&M.

I. Under Section 231.006, Texas Family Code, the vendor 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.

J. Pursuant to Section 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.

K. Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. Performance by Texas A&M 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, Texas A&M will issue written notice to Provider and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Texas A&M.

M. Under Section 2155.004, Texas Government Code, the vendor 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.

N. Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

O. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY

PROBLEM SOLUTIONS, LLC

______________________________
Dean K. Endler
University Contracts Officer
Date: 17 FEB 2017

______________________________
Michael P. Hruska
President/CEO
Date: February 16, 2017
APPENDIX A

PROBLEM SOLUTIONS

STATEMENT OF WORK
THE CENTER FOR URBAN SCHOOL PARTNERSHIPS (CUSP) MOOC

Prepared for:

TAMU | TEXAS A&M UNIVERSITY

The Center for Urban School Partnerships (CUSP)

Dr. Kay Wijekumar

Tuesday, January 17, 2017
Statement of Work (SOW)
The Center for Urban School Partnerships (CUSP) MOOC

Scope
Problem Solutions will work with Dr. Wijekumar to establish a Massive Open Online Course (MOOC) based on the WeWrite platform developed by Dr. Wijekumar. MOOCs provide an affordable and flexible way to learn new skills, refresh previous education, provide certifications and deliver quality educational experiences at scale.

Deliverables:
- Extend WeWrite authoring system to include discussion forum, synchronous chat and video capabilities similar to that of Skype or Google Hangouts (can be integration to existing service)
- The system should be able to support 200-300 concurrent users
- Indirect connection via file transfer to Texas A&M
  - batch file of usernames / password / fname / lname / id / address / payment confirm from TAMU system
  - Upload TAMU file via batch to enable TAMU registered users on WeWrite
- Communicate with the end user via email from WeWrite
- Admin utility to add / modify / delete users.
- System reporting for user progress and activity (ie: reporting on teacher recertification)
- Student status view downloadable as CSV file

Assumptions
- **Monthly Work Alignment:** - The client is expected to meet with Problem Solutions project management team twice a month to map workload with priority order and estimated support needs to guide the following two weeks of work by the Problem Solutions resources. Problem Solutions will provide reports twice a month of resource hours and system utilization.
- **Delivery of tested and functional product:** It is assumed that Problem Solutions will provide the client with a fully tested and functional product upon delivery of this SOW in accordance with the features and functions defined within this document.

Intellectual Property
PS will perform the effort as work for hire. Consequently, all source code and intellectual property will be assigned to the client upon full payment for the work.
Acceptance Period
Client will have 2 business days after each release to review the deliverables. Clarifications or questions will be completed NLT 3 business days from closing of acceptance period for each phase or release.

Staffing
Types of personnel used to support the effort include:

- Project Lead – (12+ years’ experience)
- Project Manager (7+ years’ experience)
- Senior Software Architect (15+ years’ experience)
- UI/UX Engineer (2 to 10 years’ experience)
- Senior Application Engineer (10+ years’ experience)
- Junior Application Engineer (3+ years’ experience)

Timing
MOOC Development completion by May 1, 2017.
Support would be from May 1, 2017 – July 30, 2017

Cost
Software design and development (7 Modules with Full Design and Testing): $30,000
Support for delivering MOOC (May 2017 – July 2017): $10,000

Invoicing
Fees do not include
Custom photography, photographic art direction, photographer’s fees, copywriting, sales tax, all travel costs, commercial web hosting fees, and ISP set-up fees, or software purchase, if applicable, and any mailing costs, third party research or project specific rentals.

Estimates for additional services not covered in this document will be provided upon request.

Payment Terms
Fixed Price Proposals: The project will be billed with NET15 terms.
Payment Schedule
This project is estimated to be billed Feb 1, 2017 - $30,000 and May 1, 2017 - $10,000

Prices may vary due to changes in complexity and scope, or if additional time is required due to such changes. The pricing is valid for 30 days and is based on the accuracy of the specifications provided by the Client. If specifications change or do not conform to those upon which an original estimate was based, Problem Solutions reserves the right to amend the estimated price. The delivery date is predicated on timely receipt of all materials to be supplied by the Client. All Client payments are automatically due as scheduled without further demand. The Client will reimburse Problem Solutions for any client-requested expenses not itemized in the proposal.

STATEMENT OF WORK APPROVED BY:
Problem Solutions, LLC

Signature: ____________
Name: Michael P. Hruska
Title: President/CEO
Date: 2/16/17

Signature: ____________
Name: Kay Wijekumar
Title: Professor & Director
Date: 2/16/2017