ADDENDUM

By and Between

NavSim Services, Inc.

&

Texas A&M University

This addendum ("Addendum") amends and supplements the Agreement ("Agreement") between NavSim Services, Inc. ("NavSim"), and Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
   Section 14 is deleted and replaced with the following: "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 TAMU shall be in Brazos County, Texas."
2. TAMU agrees to section 16 to the extent permitted by the Constitution and laws of the State of Texas.
3. The following language is incorporated into the Agreement:

   **State Contracting Requirements:**
   **Delinquent Child Support Obligations.** 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 Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

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

   **Prohibited Bids and Agreements.** Under Section 2155.004, Texas Government Code, NavSim 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 Agreement may be terminated and payment withheld if this certification is inaccurate.

   **Public Information.**
   (a) NavSim acknowledges that TAMU 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 TAMU's written request, NavSim 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 TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access.

   (c) NavSim acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
**Loss of Funding.** Performance by TAMU 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, TAMU will issue written notice to NavSim and TAMU may terminate this Agreement without further duty or obligation hereunder. NavSim acknowledges that appropriation of funds is beyond the control of TAMU.

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

**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.

**Dispute Resolution.** NavSim must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. NavSim must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.

**Conflict of Interest.** By executing and/or accepting this Agreement, NavSim and each person signing on behalf of NavSim 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 TAMU 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.

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

**ACCEPTED & AGREED:**

NavSim Services, Inc.  

Signature  

Name & Title  

Date  

7/19/2017

Texas A&M University  

Signature  

Robert C. Boudreaux  
Director, Procurement Services  
Name & Title  

8/24/2017  

Date
Quote #1638

TAMUG MARITIME SIMULATOR TECHNICAL ASSISTANCE PROGRAM

Prepared for:
Texas A&M University at Galveston
200 Seawolf Parkway
Galveston, TX 77553
TAMUG MARITIME SIMULATOR TECHNICAL ASSISTANCE PROGRAM

NavSim Services, Inc. is pleased to submit a proposal for providing technical assistance and maintenance on the Texas A&M University at Galveston (TAMUG) Maritime Simulator complex located in Galveston, Texas.

The personnel at NavSim Services, Inc. have over 30 years of experience maintaining and troubleshooting marine simulator computer and electronics equipment. They are committed to providing the best service possible to ensure that TAMUG fulfills its training commitments with minimal down time.

SERVICE OVERVIEW

NavSim Services is offering a unique and innovative program under which we will provide comprehensive technical assistance for the current NavSim supplied simulator equipment located at the TAMUG facility under one contract as opposed to requiring a separate maintenance contract for each simulator system. We will provide troubleshooting and remedial repair, equipment maintenance, and training for all newly installed and currently covered maritime simulator equipment.

We propose establishing a budget at the initiation of this agreement from which the cost of each onsite service visit and any necessary replacement parts will be deducted. Once the awarded money is depleted we shall submit a proposal for additional funds. If, for some unforeseen reason, the account is out of funds and subsequent service is necessary, TAMUG will be charged on a time and materials basis plus travel expenses with no fee.

PROGRAM FEATURES

- Unlimited telephone support
- On-site preventative maintenance service
- On-site remedial service
- Repair of failed components (see Specific Provisions items 6 and 7)
- Response time commitment

SPECIFIC PROVISIONS

These provisions define terms and conditions applicable to NavSim Services, Inc.

Limited Service as set forth herein:

1. Covered Components – All TAMUG Simulator equipment supplied by NavSim Services, Inc. is covered under the terms of this contract. See items 6 and 7.

2. Phone Support – Telephone support will be provided to help diagnose and solve problems. Phone support is available during normal working hours (Mon.-Fri. 8 AM – 5 PM EST) but will be made available as needed during extenuating circumstances.
3. *Remedial Maintenance* – When phone support is not successful in repairing the problem, NavSim Services will provide remedial service trips within the contract budget. Trips required in excess of the contract budget, if any, will be performed on a time and material basis plus travel expense with no fee. Non-covered trips are not anticipated. Material costs are also covered in full within the contract budget. Materials required in excess of the contract budget will be billed on a direct cost basis without fee. Non-covered materials are not anticipated.

4. *Preventative Maintenance* – One preventative maintenance trip will be made during the term of the contract. This trip will be scheduled with TAMUG in advance on a non-interference basis. When possible, it will be combined with a remedial maintenance trip. Labor and travel expenses for this call are covered in full, provided the funds are available in the contract budget.

5. *Response Time* – NavSim Services representatives shall arrive on-site for a remedial maintenance call within seven working days from the time a service request is received by NavSim Services’ designated contact. The seven day response time may be extended to a maximum of 14 days due to circumstances beyond our control. In extraordinary cases, and when necessary, NavSim Services personnel will arrive on-site within forty-eight hours of notification.

6. *Exclusions* – Application specific software (i.e., Transas...) modifications and upgrades are not covered under this agreement. Obsolete equipment may not be able to be repaired if necessary parts can no longer be obtained; however, NavSim will advise as to suitable replacements. Major component replacement is covered within the limits of the contract budget. Projector lamps are not covered under this contract. Software or network problems caused by unauthorized and accidental modification of the software through use of the Operating System administrative privileges are not covered; however we will supply phone support to rectify the problem. If an on-site visit is necessary to supply corrective action, TAMUG will be billed for labor and materials plus travel expenses with no fee.

7. *Limitations* – This technical assistance program covers the equipment identified in Appendix A under normal usage. Cost above the contract amount will be billed on a time and material basis plus travel expenses with no fee. In the event that a failed component is no longer available, it may be necessary to substitute the best alternative component. System modifications that may be required due to substitution of this nature may be beyond the scope of this contract and would be billed separately.

8. *Conditions* – NavSim Services requires that only personnel authorized by NavSim Services, Inc. perform remedial or preventative maintenance on simulator equipment during the term of this contract. If this provision is violated, NavSim Services will repair damage done by unauthorized personnel on a time and material basis plus travel expenses with no fee.

9. *Property Liability* - NavSim Services shall not be liable for loss or destruction of, or damage to, property owned or furnished by TAMUG in connection with this
contract unless such loss, destruction or damage results from willful misconduct or failure to exercise good faith on the part of NavSim's corporate officers.

10. Confidential Information- NavSim Services agrees to exert its best efforts to preserve as confidential all information obtained by it from TAMUG pertaining to TAMUG's business.

11. Changes- No modification of the terms and conditions of this contract shall be binding without written approval of both parties hereto.

12. Assignment- This contract shall not be assigned, transferred, or conveyed in whole or in part, without the prior written consent of NavSim Services.

13. Waiver- Failure to exercise any right under this contract in one or more instances shall not be deemed a waiver of such rights in any other instance.

14. Governing Law- This contract shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the laws of the State of New York. Any judicial proceeding instituted regarding this contract shall be commenced only in the state or federal courts of the State of New York.

15. Standards of Work- NavSim Services agrees that the performance of work and services, pursuant to the requirements of this contract, shall conform to professional standards. No other warranties, express or implied shall apply.

16. Indemnification- In no respect shall NavSim Services, Inc. incur any liability for any damages, including, but not limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to services or items provided by NavSim Services, Inc., whether or not based upon warranty, contract, tort, or otherwise; whether or not injury was sustained by persons or property or otherwise; and whether or not loss was sustained from, or arose out of, the results of, services, or any items that may be provided by NavSim Services, Inc.

TERMS

The annual cost of the NavSim Services, Inc. Maritime Simulator Technical Assistance Program described above, which must be paid in advance of coverage commencement, is listed in the table below:

<table>
<thead>
<tr>
<th>Coverage Period (12 months)</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/2017 thru 8/31/2018</td>
<td>$17,500</td>
</tr>
<tr>
<td>9/1/2018 thru 8/31/2019</td>
<td>$18,000</td>
</tr>
<tr>
<td>9/1/2019 thru 8/31/2020</td>
<td>$18,500</td>
</tr>
<tr>
<td>9/1/2020 thru 8/31/2021</td>
<td>$19,000</td>
</tr>
</tbody>
</table>
This agreement becomes effective when signed and dated by an authorized representative of both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement.

Texas A & M University at Galveston

BY ________________________________
Signature of TAMUG Authorized Representative

NAME: ________________________________
TITLE: ________________________________
DATE: 9.24.2017

NavSim Services Inc.

BY ________________________________

NAME: Anthony J. Kunecki
TITLE: President
DATE: 7/19/2017