MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (the "Agreement") is made as of the Effective Date set forth below between Consolidated Communications Enterprise Services, Inc. ("CCI") and the Customer identified below on the signature page of this Agreement (the "Customer").

WHEREAS, CCI provides communications services which Customer desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1. Services. During the Term of this Agreement, CCI will provide Customer with the specific services identified on each Service Order expressly made subject to the terms hereof (the "Service" or "Services"). Each Service Order shall be subject to and shall reference this Agreement and shall become a part of this Agreement when executed by a duly authorized representative of Customer and CCI. Terms of service shall additionally be subject to the applicable Service Schedule for the particular Service.

2. Term. Except as otherwise provided in this Agreement, the Term of this Agreement shall be five (5) years from the Effective Date as set forth on the signature page below (the "Term"). Each Service Order executed during the Term of this Agreement shall set its own minimum service term (the "Service Term"). Notwithstanding anything herein to the contrary, if the Service Term for any Service Order extends beyond the expiration of the Term of this Agreement, then this Agreement shall continue in effect until the expiration or termination of the applicable Service Term, but only as to the Service Order so affected, and subject to the termination rights of CCI and Customer under this Agreement.

3. Pricing of Services. During the Term, Customer shall pay CCI for the Services as set forth in each executed Service Order. With respect to each Service Order, except as provided below, CCI shall not increase pricing of ordered Services during the Service Term, but thereafter CCI may increase pricing of the Services upon thirty (30) days prior written notice. Upon receipt of such notice, Customer may accept the price increase and continue to purchase the affected Services or cancel all of the Services affected by the price increase upon written notice to CCI.

4. Payment. Non-Recurring Charges shall be invoiced upon the Service Activation Date (as hereafter defined) or otherwise as provided in the Service Order. Monthly Recurring Charges ("MRC") and other normal service charges shall be invoiced monthly in advance. All undisputed amounts owed by Customer shall be paid within thirty (30) days after the date of the invoice and CCI reserves the right to charge interest on all undisputed delinquent payments and on any disputed payments withheld by Customer that are finally determined to be owed to CCI at the lesser of 1½% per month or the maximum amount allowed by law. If Customer disputes any charges, Customer shall so notify CCI in writing setting forth the basis for the dispute and shall furnish all documentation supporting the withholding of payment within sixty (60) days of the invoice date, but shall continue to timely pay all portions of the invoices not in dispute. In the event that all undisputed charges owed pursuant to CCI's Invoice are not paid in full by Customer within thirty (30) days of the due date, CCI will have the right, after providing Customer with five (5) days prior notice, in addition to its other remedies, to suspend or disconnect any Services provided pursuant to this Agreement.

Prices do not include taxes and related charges (however designated), and all taxes, fees and governmental charges imposed on the provided Services shall be paid by Customer in addition to any other amounts owing (except for any taxes or fees assessed upon CCI's net income). Such amounts will be listed separately on Customer's invoices. If Customer is entitled to an exemption from any applicable taxes, Customer is responsible for presenting CCI with a valid exemption certificate. CCI will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Services billed by CCI to Customer following CCI's receipt of such exemption certificate.

5. Credit Approval and Procedures. Intentionally deleted.

6. Delivery of Service/Ordering.

6.1 Service Order. Upon request, CCI shall provide Customer with quotations for Services. CCI reserves the right to revoke or amend any quotation in writing prior to acceptance by Customer and execution of a written Service Order by Customer and CCI. If Customer chooses to accept the quotation for a particular service configuration, Customer shall so notify CCI and CCI shall submit a Service Order to Customer for review and acceptance. A Service Order is "accepted" by Customer when executed by an authorized representative of Customer. Customer's acceptance of a Service Order will indicate Customer's agreement as to the accuracy of the details contained on the Service Order and will constitute a contractual obligation of Customer for the Services specified in such Service Order.

6.2 Acceptance by CCI. Upon acceptance of a Service Order by CCI and after CCI's receipt of all necessary service information from Customer, provide Customer with the date upon which CCI commits it will install and deliver the Service (the "Firm Order Confirmation Date" or "FOC Date").

6.3 Facilities. CCI may substitute, change or rearrange any equipment, facility or system used by CCI in providing Services at any time and from time to time, but shall not thereby alter the technical parameters of the Services provided hereunder. Customer, and not CCI, shall have sole responsibility for installation, testing and operation of any interconnection facilities and other equipment, facilities, systems or services used in connection with CCI's Services (the "Customer Facilities") and may not delay, suspend or abate payment for the Services due to any failures attributable to such Customer Facilities.

7. Installation. If CCI's installation of a Service is delayed for more than sixty (60) days beyond the FOC Date for reasons other than those caused by (i) scheduled maintenance events (provided CCI gives Customer five (5) business days advance notice of such maintenance events and provided, however that such notice requirement will exclude emergency maintenance actions as declared by CCI's network operations center (NOC)), (ii) Customer actions or inactions, (iii) failure of Customer provided power or equipment or other Customer Facilities, (iv) any third
party but excluding any such third party that is engaged by CCI by or on behalf of Customer, (v) any outage of a circuit provided by a carrier other than CCI, or (vi) a force majeure event as described below, Customer may cancel the affected Service upon written notice to CCI and without payment of any applicable cancellation charges; provided such written notice is delivered prior to the Service Activation Date for the affected Service. Installation of a Service shall be deemed completed when CCI activates and turns over the particular circuit or other Service as ordered to Customer, the Service meets the service requirements set forth herein, and the Service is otherwise operative, or, if earlier, the date Customer commences use of the applicable Services other than strictly for testing purposes (the “Service Activation Date”).

8. Service Levels. The “Service Level” commitments applicable to Services are contained in the Service Schedules for each Service. If CCI does not meet a Service Level, a credit will be issued to Customer as stated in the applicable Service Schedule on Customer’s request. CCI’s maintenance log and trouble ticketing systems are used to calculate Service Level events. Total monthly credits will never exceed the charges for the affected Service for that month. Customer’s sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

9. Indemnification and Limitations of Liability.

9.1(a) General Indemnification. TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR THE INDEMNIFIED PARTIES OF ANY PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN CCI’S RIGHT TO PAYMENT UNDER THIS AGREEMENT), COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF OUTAGES OR OTHER TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.1(b) Limited Liabilities of CCI Group. As used in this Agreement, the term “CCI Group” shall mean: (i) CCI; (ii) any third parties providing facilities or equipment used by CCI in furtherance of CCI’s provision of Services to Customer; (iii) any affiliates of CCI or such third parties; and (iv) any director, officer, agent, servant, employee, independent contractor, or supplier of CCI, any such third parties, or any such affiliates. Customer agrees that any limitation of liability or protection to which CCI may be entitled, arising out of this Agreement or Services performed hereunder, shall fully apply to and benefit CCI Group as an indemnified party, in the same manner and to the same extent such provisions or protection apply to and benefit CCI. Further, notwithstanding anything in this Agreement to the contrary, the maximum liability of CCI for any contract or tort liability of CCI or the CCI Group or in any other circumstance in which CCI or the CCI Group may have some liability to Customer, for whatever reason arising under or related to this Agreement, shall be limited in the aggregate to an amount equal to six times the MRC under this Agreement for Services for the month preceding the time of the first incident giving rise to the liability.

9.2 Remedies Exclusive. Customer acknowledges that the remedies expressly set forth in this Agreement and the Service Schedules providing Customer the right to cancel or terminate Service Orders and/or to receive Service Level Credits under certain circumstances are the sole and exclusive remedies of Customer and the sole and exclusive liabilities of CCI with respect to any failure of CCI to provide services in accordance with the Service Levels, and in accordance with CCI’s other commitments and obligations under this Agreement.

10. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY APPLICABLE SERVICE SCHEDULE OR SERVICE ORDER, CCI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES.


11.1 Voluntary Cancellation by Customer. In addition to the other rights of cancellation or termination contained in this Agreement, Customer may terminate Service after the Service Activation Date and prior to the end of the Service Term upon prior written notice to CCI. In the event that Customer does so, Customer shall pay CCI a termination charge equal to the sum of:

(a) all unpaid amounts for Service provided through the date of termination; plus

(b) any unpaid Non-Recurring Charges for the cancelled Service; plus

(c) one hundred percent of the unpaid MRC for the cancelled Service.

11.2 Upon Breach by Customer. In addition to its other rights, CCI may terminate this Agreement: (i) if Customer fails to make any payment required to be made by Customer under this Agreement and any such failure remains uncorrected for five (5) days after written notice by CCI, or (ii) if Customer fails to perform or observe any other material term or obligation contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice specifying the nature of the default. If CCI terminates the Agreement due to default by Customer, all remaining unpaid charges for the Services, including any previously waived or credited charges applicable to the Services or their installation, any charges applicable to the remainder of the Service Term for each Service as calculated above shall be and become immediately due and payable to CCI. The parties acknowledge
that the cancellation or termination charges set forth in this section are a genuine estimate of the actual damages that CCI will suffer and are not a penalty.

11.3 Cancellation before Service Activation Date. In the event of cancellation of a Service Order prior to the Service Activation Date, no cancellation charges will apply except that Customer shall be charged for all documented third party costs, fees and expenses reasonably incurred in connection therewith.

12. Responsibility for Charges. Customer is responsible for all Non-Recurring Charges and MRCs on and after the Service Activation Date. In the event that Customer refuses to accept Service on and after the Service Activation Date, Customer agrees to still be responsible for the Recurring Charges until such time as Service is accepted when Customer shall pay the Non-Recurring Charges.

13. Force Majeure. With the exception of Customer's payment obligations, neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the Term shall be extended by the length of the suspension. In the event CCI is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay CCI for the affected Service for so long as CCI is unable to deliver the affected Service. The Party claiming relief under this section shall notify the other Party of the occurrence or existence of the force majeure event relied on and the cessation or termination of such event. Customer may cancel or terminate an affected Service without incurring any liability or charges thereby if a force majeure event persists beyond thirty (30) days.

14. Assignment. Neither party may assign this Agreement without the written consent of the other party, except that, subject to CCI's credit approval rights set forth in section 5 of the Agreement, either party may assign its rights and/or obligations hereunder: (a) to any subsidiary, parent company or affiliate of such party; (b) pursuant to any sale or transfer of substantially all of the assets of such party; or (c) pursuant to any financing, merger or reorganization of such party.

15. Complete Agreement. This Agreement, the attached Addendum and the attached Bidder Terms, each of which is incorporated into this Agreement and made a part hereof, and the Service Schedules and Service Orders made subject to this Agreement set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except by a writing signed by an authorized representative of both parties. However, one or more additional Service Orders may be subject to the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and any Service Order, the terms of this Agreement shall control.

16. No Partnership Intended. Neither this Agreement, nor the provision of Services hereunder, shall create a partnership or joint venture between the parties or result in a joint communications service offering to any third parties.

17. Non-disclosure. Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of any applicable non-disclosure agreement then in effect between the parties.

18. Governing Law and Survival. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration. The prevailing party (i.e. the party obtaining a net financial recovery from the other party) in any legal proceeding against the other party to this Agreement brought under or with relation to the Agreement or a breach thereof shall, in addition to its damages, be entitled to recover its court costs.

19. Notice. All notices or other communications required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given: (i) when hand delivered, or (ii) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (iii) on the next business day after the day of deposit by overnight delivery service. Such notices shall be sent to the address set forth for Customer at Customer's address for notice set forth below, and to Consolidated Communications Enterprise Services, Inc. at 350 South Loop 336 West, Conroe, Texas 77304, Attn: General Manager – Carrier Services, facsimile 936-788-1229, or at such other addresses or facsimile numbers as may hereafter be furnished in writing by either party to the other party.
MSA No. ____________

7/17/2018 11:52:14 AM PDT

Effective Date: ________________________________

CUSTOMER:

TEXAS A&M UNIVERSITY

By: ________________________________

Printed Name: ROBERT C. BOUNDS
Title: DIRECTOR, PROCUREMENT SERVICES

Address for Notice

See Addendum for Services to
Texas A&M University

CCI:

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES INC.

By: ________________________________

Printed Name: ________________________________
Title: ________________________________

Doc# 64U461504.DOC
MSA No. _______  

SERVICE SCHEDULE  
SERVICE LEVEL AGREEMENT – METRO ETHERNET PRIVATE LINE AND VIRTUAL PRIVATE LINE  

This SERVICE SCHEDULE – Metro Ethernet, Private Line and Virtual Private Line (this “Service Schedule”) is incorporated by reference into and made a part of that certain Master Services Agreement (the “Agreement”) entered into between Consolidated Communications Enterprise Services, Inc. (“CCI”) and the Customer identified on the signature page of the Agreement (the “Customer”). Capitalized terms not herein defined shall have the meanings attributed to them in the Agreement or in the applicable Exhibit hereto.  

A. INTRODUCTION.  

This service level agreement (“SLA”) applies only to the following services provided to Customer: Metro Ethernet Private Line (“EPL”) Service and Ethernet Virtual Private Line (“EVPL”) Service, on a per virtual circuit basis. Multipoint services are excluded from this SLA.  

This SLA defines the performance criteria for EPL and EVPL delivery and service quality offered by Consolidated Communications (“CCI”). For purposes of this SLA, the CCI entity making these commitments is the provider with whom Customer has entered into a written contract for service, whether or not that provider or one of its affiliates is involved in provisioning.  

The term SLA and “agreement” are used for convenience only. This document is not an independent agreement. It is a non-severable part of the Master Services Agreement between CCI and Customer (the “MSA”).  

If CCI does not meet the performance standards set out in this SLA, Customer may be entitled to receive credits as set forth below.  

This SLA is available only to customers who are current in their payments for all services received from CCI or an affiliate, and who are not otherwise in default under any agreement with any of them. It is not available to a customer whose service term has expired without an arrangement for extension, or who has already terminated the affected service, or whose service or MSA is or has been terminated by CCI.  

This SLA covers the following areas: (1) performance metric specifications; (2) credits for affected services, (3) network monitoring; and (4) response time.  

Attachment 1 provides information on trouble reporting and maintenance scheduling for customers with Services that are covered by this SLA, including an escalation list for contacts in connection with service issues and maintenance. This information may be changed from time to time in the sole discretion of CCI.  

B. THE SLA SERVICE COMMITMENTS ARE AS FOLLOWS:  

1. Performance Metric Specifications  

The following Performance Metric Specifications are based on the mean of measured values over a monthly interval:  

a) CCI provides a data network that delivers less than or equal to 0.01% packet loss between EVC endpoints, less than or equal to 13 ms delay measured one way, and less than or equal to 8 ms of jitter on all point-to-point links between Customer data service locations.  

b) This service, at contracted bandwidth, will be available for not less than 99.99% of the time in any calendar month.  

c) In order to conform to this SLA, the sum of CIR’s for all EVC’s on the point-to-point link (1.2 data rate) must be:  

i. Less than 69% of the UNI interface rate (1.1 line rate) for fiber-based services, otherwise there will be possibility of oversubscription.  

ii. Less than 65% of the shdsl link rate (1.1 rate) for copper-based services, otherwise there will be a possibility of oversubscription.  

d) This SLA does not apply when service is improperly configured by someone other than CCI, or availability or performance is affected by Customer’s system, hardware, software or connections or by an entity with which CCI or Customer connects.  

2. Credits for Affected Services  

a) Packet Loss, Delay or Jitter Specifications: If a service to which packet loss, delay or jitter specifications apply does not meet one or more of those specifications, Customer will be entitled to a partial credit for the period during which the specifications are not met, based on the following:  

<table>
<thead>
<tr>
<th>Interruption Duration</th>
<th>Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 hour</td>
<td>None</td>
</tr>
<tr>
<td>1 or more hours up to 8 hours</td>
<td>1/3 day</td>
</tr>
<tr>
<td>1/3 day for each additional 4 hours, up to 1 full day’s credit per 24 hour period</td>
<td></td>
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</tbody>
</table>

b) Service Availability: “Service Availability” means the time that the network is available for Ethernet frame delivery. Excluded from the calculation of availability are scheduled maintenance, incidents caused in whole or part by Customer or its agent or representative, or by an owner, landlord or manager of premises where an installation exists, force majeure events, incidents of five (5) minutes or less, and events that are not considered service-impacting, i.e., not timely reported by Customer to CCI as service-impacting and documented by CCI through creation of a trouble ticket.  

c) If CCI Ethernet service availability does not meet the performance standards set out above, Customer will be entitled to a partial credit for the period during which service was interrupted. An interruption begins when Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption ends when CCI reports to the Customer that the service, facility, or circuit is operating properly, unless Customer subsequently reports that it is not operating properly. Two or more Interruptions of more than five (5) minutes during any one 24-hour period shall be considered a single interruption. Credit allowances are calculated on the basis of a 30-day month; and the credit shall be a pro rata
MSA No. ____________

allowance against the base monthly recurring service charge for the interrupted service based on the duration of the interruption, as follows:

<table>
<thead>
<tr>
<th>Interruption Duration</th>
<th>Credit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 hour</td>
<td>None</td>
</tr>
<tr>
<td>1 or more hours up to 8 hours</td>
<td>1/3 day</td>
</tr>
<tr>
<td>1/3 day for each additional 4 hours, up to 1 full day’s credit per 24 hour period.</td>
<td></td>
</tr>
</tbody>
</table>

d) So as not to interfere with initial installation and related deployment issues, this SLA commences thirty (30) days after installation is completed and Customer begins to use the Service.

e) Customer is expected to cooperate in good faith with respect to restoration of service and/or correction of all service issues.

3. Network Monitoring

a) Services are monitored by CCI 24 hours per day, 7 days per week.

b) CCI undergoes periodic maintenance of its network and may also perform maintenance of portions of its network or of the facilities used to provide service to Customer. This may include facility or equipment repair or replacement as well as other work. CCI will inform Customer whenever it determines that scheduled maintenance activities are likely to cause an interruption or significant degradation in Customer’s Service while such activities are being performed. Such notice will be given at least 5 business days prior to the planned maintenance, or when such circumstance is recognized, if later. Notice will be provided to Customer pursuant to the contact information provided by Customer.

c) CCI will use commercially reasonable efforts to inform Customer of other material service-affecting problems within 30 minutes of becoming aware of their occurrence, or as soon thereafter as is practicable, provided Customer maintains current and accurate contact information with CCI.

d) A credit is not available in connection with this service commitment.

4. Response Time

a) CCI commits to a response time of one (1) hour or less for service outages that are reported to it, based on the time from Customer’s first communication of a service issue to CCI as described below. CCI’s response may be telephonic or remote, including a response via the Internet where the Service remains available.

b) “Mean Time to Restore” is the average time required to restore service to an operational condition as defined by the technical specifications in this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the CCI NOC.

c) “Mean Time to Repair” (or “MTTR”) is calculated from the time that the Customer reports a service outage or other substantial service-affecting problem to CCI, releases the circuit or connection for repair, and a trouble ticket is opened. It ends at the time that CCI advises the Customer that its Service is repaired or restored and available for use, and the trouble ticket is closed. The MTTR average is determined by the cumulative time of a service outage in the measuring period divided by the total number of trouble tickets per customer for that period. In the absence of any other agreed period, the MTTR is measured each billing month or calendar month, at the election of CCI based on its then-standard practice.

d) This commitment also does not apply to any force majeure event that is beyond the reasonable control of CCI, to services or facilities not provided by CCI, or to services or facilities that are provided by CCI but that are materially dependent on services or facilities not provided by CCI.

c) CCI will issue a credit allowance equaling 1/8 day of the base monthly recurring charge for bandwidth (excluding burstable bandwidth) for the affected line or circuit if CCI fails to meet this time to repair commitment.

C. GENERAL PROVISIONS OF THIS SLA

Credits under this SLA are not cumulative with respect to any service. Customer will get the highest SLA credit for the event that applies. No SLA credit or sum of credits in any month can exceed the Customer’s total base monthly recurring charge for the affected service(s) for such month.

Credits are calculated against the net price to Customer, after deduction of all discounts and other special pricing arrangements. Credits are not given against equipment. Credits are not applied to governmental fees, taxes, surcharges and similar additional charges, which will continue to be calculated against prices as required by law or regulation.

In addition to certain termination rights as expressly authorized by the MSA or this SLA, Service Credits are Customer’s exclusive remedy with respect to items covered in this SLA. Credits cover monthly recurring charges, and do not cover usage for either tiered or burstable bandwidth.

Customer may request Service Level credits within thirty (30) days after the applicable Outage or other event giving rise to the credit. Any credits for CCI’s failure to deliver Services in accordance with the Service Levels shall be issued during the first full billing cycle immediately following Customer’s request in writing for such credit. If a credit cannot be made available within the time frame set out above, it will be made available on the next bill or as promptly thereafter as it can be provided after the qualification for a credit and its amount are determined.

If CCI does not meet one of the two availability criteria detailed in this SLA for four (4) or more months in any twelve (12) month period, Customer may terminate its contract for the affected service without any early termination charge.

As a condition of receiving any credits, Customer must cooperate with CCI to address all reported service problems.
CUSTOMER:

TEXAS A&M UNIVERSITY

By: ______________________

Printed Name: Robert C. Bounds
Title: Director, Procurement Services

CCI:

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.

By: ______________________

Printed Name: David Harral
Title: General Manager
MSA No. ______________

ADDENDUM TO AGREEMENT
FOR SERVICES TO TEXAS A & M UNIVERSITY

The following terms and conditions (the “Addendum”) are incorporated into and form a part of the Master Services Agreement (the “Agreement”) between Consolidated Communications Enterprise Services, Inc. (“CCI”) and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“Customer” or the “University”). The parties acknowledge that certain requirements are imposed with respect to the delivery of facilities and services by CCI to University as the Customer under applicable law. The parties intend that the Agreement shall be subject to those requirements. This Addendum is intended to document the various requirements. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

1. Representations and Warranties by CCI. If CCI is a corporation or a limited liability company, CCI 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 the Agreement, and the individual executing the Agreement on behalf of CCI has been duly authorized to act for and bind CCI.

Access by Individuals with Disabilities. CCI represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to University 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 CCI becomes aware that the EIRs, or any portion thereof, do not comply, then CCI shall, at no cost to University, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

2. Tax Certification. If CCI is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then CCI certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that CCI is exempt from the payment of those taxes, or that CCI is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

3. Payments. So long as CCI has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay CCI for goods and services in accordance with Chapter 2251, Texas Government Code. CCI understands and agrees that payments under the Agreement may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code. University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code (“TAC”) Section 3.322.

4. Payments by Electronic Funds Transfer. Section 51.012, Texas Education Code, authorizes University to make any payment through electronic funds transfer methods. CCI agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under the Agreement, University will confirm CCI’s banking information. Any changes to CCI’s banking information must be communicated to University in writing at least thirty (30) days in advance of the effective date of the change.

5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CCI agrees that any payments owing to CCI under the Agreement may be applied directly toward any debt or delinquency that CCI owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

6. Texas Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, CCI certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

7. Insurance. If this Agreement requires the presence on University's premises of CCI's employees, agents, suppliers or permitted subcontractors (if any), CCI agrees to maintain and to cause its agents, suppliers and permitted subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:


   b. Employer’s Liability Insurance with limits of not less than $1,000,000:

      Each Accident $1,000,000
      Disease Each Employee $1,000,000

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MSA No. ____________

Disease Policy Limit $1,000,000

  c. Commercial General Liability Insurance with limits of not less than:

          General Aggregate   $2,000,000
          Products & Completed Operations Aggregate $2,000,000
          Personal & Advertising Injury $1,000,000
          Each Occurrence $1,000,000
          Fire Damage (any one fire) $  50,000
          Medical Expenses (any one person) $  10,000

  d. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

All policies (except Workers' Compensation) shall name University, the Board of Regents of The Texas A & M University System ("Board") and their officers and employees as Additional Insureds. A Waiver of Subrogation in favor of University and the Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to University prior to commencement of any services under this Agreement.

8. Notices. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Texas A&M University
Information Resources
731 Lamar St., Room 105X, Teague
College Station, TX 77843
Attention: Rudy Supak
rsupak@tamu.edu
Phone: 979-458-9800

Consolidated Communications Enterprise Services, Inc.
350 S. Loop 336 W.
Conroe, Texas 77304
Attn: David Harral, General Manager, Carrier Services

9. Venue; Governing Law. Brazos County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

10. Breach of Contract Claims. To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and CCI to attempt to resolve any claim for breach of contract made by CCI that cannot be resolved in the ordinary course of business. The chief business officer of University will examine CCI’s claim and any counterclaim and negotiate with CCI in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University’s or the state’s sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

11. Responsibility for Individuals Performing Work. Each individual who is assigned to perform work under this Agreement will be an employee of CCI or an employee of a subcontractor engaged by CCI. CCI is responsible for the performance of all individuals performing work under this Agreement. CCI will determine on a case-by-case basis whether each individual assigned to perform the work is qualified to provide the services. CCI will not knowingly assign any individual to provide services on University’s campus who has a history of criminal conduct unacceptable for a university campus, including violent
or sexual offenses. Upon University’s request, CCI will provide University a letter signed by an authorized representative of CCI certifying compliance with this Section.

12. Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between CCI and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and CCI.

13. Loss of Funding. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas A & M University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to CCI and University may terminate the Agreement without further duty or obligation hereunder. CCI acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

14. State Auditor’s Office. CCI understands that acceptance of funds under the 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 Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. CCI agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. CCI will include this provision in all contracts with permitted subcontractors.

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

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

15. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

16. Ethics Matters; No Financial Interest. Neither CCI nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate any applicable conflicts of interest policies or ethics policies of University, such policies to be provided to CCI by University, or applicable state ethics laws or rules. CCI represents and warrants that no member of the Board of Regents of The Texas A & M University System has a direct or indirect financial interest in the transaction that is the subject of the Agreement.
MSA No. __________

CUSTOMER:
TEXAS A & M UNIVERSITY
By: ____________________________
Printed Name: Robert C. Rounds
Title: Director, Procurement Services

CCI:
CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES
By: ____________________________
Printed Name: David Harral
Title: General Manager
BIDDER TERMS AND CONDITIONS TO AGREEMENT
FOR SERVICES TO TEXAS A & M UNIVERSITY

To the extent applicable, the following terms and conditions (the “Bidder Terms”) are incorporated into and form a part of the Master Services Agreement (the “Agreement”) between Consolidated Communications Enterprise Services, Inc. (“CCI,” “Bidder” or “Supplier”) and Texas A & M University ("Customer," the “University,” or “Texas A&M”). The parties acknowledge that certain requirements are imposed with respect to the submission of bids by CCI to University as the Customer under applicable law. The parties intend that CCI’s bids to provide Services under the Agreement shall be subject to those requirements. These Bidder Terms are intended to document the various requirements. In the event there is a conflict between the terms and conditions of the Agreement and these Bidder Terms, these Bidder Terms shall control.

CUSTOMER:

TEXAS A & M UNIVERSITY

By: [Redacted]

Printed Name: Robert C. Bounds

Title: Director, Procurement Services

CCI:

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.

By: [Redacted]

Printed Name: David Harral

Title: General Manager
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Undelivered Prices shall govern in the event of extension errors. Bidders guarantee product or service offered will meet or exceed specifications included as part of this Invitation for Bid.

1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on page 1 of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

1.6 Bids should be quoted in "F.O.B. destination, freight prepaid and allowed." If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts shall be entered on the bid form.

1.8 Bids should give SUPPLIER ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right-hand corner. The SUPPLIER ID Number must be the same number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on page 1, top center right if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number 2. Sole Proprietor should enter also Social Security Number.

1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.

1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.

1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. TEXAS A&M shall not be responsible for the failure of electronic equipment or operator error. Illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

Any catalogue, brand name or manufacturer’s reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified.

2.1 Bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data on his or her bid, bidder will be required to furnish branded names, numbers, etc., as specified in the Invitation for Bid (IFB).

2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral specifications to the contrary will not be recognized.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder’s expense. Each sample should be marked with bidder’s name and address, and TEXAS A&M bid number. Do not enclose in an attached bid to sample.

2.5 Manufacturer’s standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) and (c) (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency’s designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unusually short or long delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, SUPPLIER shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting SUPPLIER.

4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by TEXAS A&M at the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any SUPPLIER’s place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken after shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample tested and the cost of the testing shall be borne by the SUPPLIER. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M’s option, be returned to the SUPPLIER or held for disposition at SUPPLIER’s risk and expense. Late defects may result in revocation of acceptance.

6. CONTRACT INFORMATION - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

6.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted bid.

6.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

6.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not eligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this Certification is inaccurate.

6.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 151.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

6.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

6.6 The SUPPLIER shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, causes of action, demands, proceedings, costs, damages, and liabilities, from any acts or omissions of SUPPLIER or any agent, employee, subcontractor, or SUPPLIER of SUPPLIER in the execution or performance of this purchase order.

6.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

6.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: __________________________
Name of State Agency: __________________________
Date of Separation from State Agency: __________________________
Position with Bidder: __________________________
Date of Employment with Bidder: __________________________

6.9 Bidder agrees to comply with Government Code 2155.441, pertaining to service contract use of products involved in the State of Texas.

6.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractor through Contractor and the requirement to cooperate is included in any subcontract awards.

7. CONFLICTING TERMS & CONDITIONS- Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: SUCH TERMS & CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.)
8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

9. PAYMENT - SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will not incur penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an as-issued purchase order number.

10. PATENTS OR COPYRIGHTS - The SUPPLIER agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. PUBLIC INFORMATION ACT

(a) [SUPPLIER] acknowledges that TEXAS A&M University (TEXAS A&M) is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code. This Section contains the legally required measures to inform potential bidders about this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TEXAS A&M’S written request, [SUPPLIER] 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) [SUPPLIER] 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 2201.233(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006

DELEGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS.

(a) 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:

(1) receive payments from state funds under a contract to provide property, materials, or services; or
(2) receive a state-funded grant or loan.

(b) A child support obligor who is more than six months delinquent in paying child support is not eligible to receive state financial assistance paid directly to the obligor by the comptroller.

(c) A sworn affidavit from the obligor stating that the obligor is current on the obligor’s child support payments; and

(d) A written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor’s payment record.

(e) A child support obligor or business entity ineligible to receive payments under Subsection (a) may not be eligible to receive payments under Subsection (1) remains ineligible until:

(1) all arrears have been paid,
(2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency, or
(3) the count of continuing jurisdiction over the child support order has expired.

(f) A bid or application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

(g) A contract, bid, or application subject to the requirements of this section must include the following statement:

"Under Section 231.006, Family Code, the SUPPLIER or applicant certifies that the individual or business entity named in this contract, bid, or application is 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."

(h) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.

(i) If the certificate required under Subsection (g) is shown to be false, the SUPPLIER will be liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

(j) This section does not create a cause of action to cancel a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information to any comptroller to withhold payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.

(k) This section does not apply to a contract between governmental entities.

(l) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

(m) A state agency must accept a bid that does not include the information required under Subsection (g) of the state agency collects the information before the contract, grant, or loan is executed.

Addenda:


14. EXPORT CONTROL - SUPPLIER agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITA) and any other applicable US export laws and regulations. As an institution of higher learning, TEXAS A&M University (TEXAS A&M) typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by TEXAS A&M. SUPPLIER agrees that it will not provide or make accessible to TEXAS A&M any export controlled (Materials without first informing TEXAS A&M of the export-controlled nature to the Materials and obtaining from TEXAS A&M its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. SUPPLIER agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with TEXAS A&M prior to delivery of such Materials.

15. INFORMATION SECURITY

Pursuant to Title I, Chapter 202, §220.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TExAS A&M UNIVERSITY (TEXAS A&M) policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEXAS A&M.

For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued need of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.

In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect TEXAS A&M Information confidential to a lesser extent than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information or agrees to provide adequate certification that the TEXAS A&M Information has been destroyed. SUPPLIER, its employees, agents, contractors, and subcontractors shall use the TEXAS A&M Information solely in connection with performance by SUPPLIER of the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used for SUPPLIER’s own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement.

Both parties shall jointly provide contact information for specific individuals: The designated contact for TEXAS A&M shall be Department of , TEXAS A&M, College Station, TX 77843, Telephone: (979) , Email: .

The designated contact for SUPPLIER shall be (include small address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should SUPPLIER have a need to access TEXAS A&M Information, that request shall be directed to TEXAS A&M’s designated contract. Further, SUPPLIER is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M’s designated contact for breaches shall be Help Desk Control (helpdesk@tamu.edu or (979) 845-8500). Help Desk Control can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TEXAS A&M and TEXAS A&M’s Chief Information Security Officer (ciso@tamu.edu).

16. ALTERNATIVE DISPUTE RESOLUTION

SUPPLIER agrees to 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 required to participate in accordance with Chapter 107, Texas Civil Practices and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.