



**ONLINE AUCTION AND SEALED BID SERVICES CONTRACT
GLO CONTRACT No. 22-010-000-C950**

THE GENERAL LAND OFFICE, ON BEHALF OF THE SCHOOL LAND BOARD (the “GLO”), and ENERGYNET SERVICES, LLC, Texas Identification Number (TIN) **14713049758** (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for services (the “Contract”) pursuant to applicable provisions of Texas Government Code, Title 10, Subtitles D and F and Texas Natural Resources Code Chapter 52.

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations, Chapter 52 of the Texas Natural Resources Code, and Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Contract after the execution page or incorporated by reference herein.

“[Buyer’s Premium](#)” means the fee, calculated as a percentage of the winning auction bid, that a winning bidder must pay to Provider in addition to the amount of the winning bid.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, its Attachments and Amendments, and documents expressly incorporated by reference herein.

“[Deliverables](#)” means a unit or increment of work—including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be delivered, in whatever form, under the terms of this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means generally accepted accounting principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the terms and conditions in **Attachment B**, attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“HSP” means historically underutilized business subcontracting plan, as described by Chapter 2161 of the Texas Government Code.

“HUB” means historically underutilized business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the Comptroller’s leadership program found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“Notice To Proceed” or “NTP” means, for each online auction under this Contract, the written notice from the GLO directing Provider to begin work described therein and specifying the date before which Provider may not begin work. A sample NTP is attached hereto and incorporated herein in its entirety for all purposes as **Attachment C**.

“Project” means the services described in **Section 1.03** of this Contract.

“Project Manager” means the GLO representative responsible for the day-to-day management of the Project and the direction of GLO staff and independent contractors performing work relating thereto.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Solicitation” means GLO RFO X0019872-KM (including any Attachments and addenda), which is incorporated herein by reference for all purposes in its entirety.

“Solicitation Response” means Provider’s full and complete response to the Solicitation. The Solicitation Response is incorporated herein by reference for all purposes in its entirety, including any attachments and addenda.

“Subcontractor” means a person or entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, NTP(s), or schedule of this Contract unless otherwise specified.
- (c) The word “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect interpretation of this Contract.

- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such consent, approval, or waiver.
- (h) Time is of the essence in this Contract.
- (i) If this Contract and any Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract, then Attachments to the Contract in this order: Attachment A, Attachment B, the applicable NTP, Attachment D, Attachment E, the Solicitation, the Solicitation Response, and Attachment C.

1.03 PROJECT

- (a) Provider shall perform, or cause to be performed, online auction and sealed bid services for state mineral lease sales, in accordance with the Scope of Services attached hereto as **Attachment A** (the “Project”).
- (b) Provider must perform the Project in accordance with this Contract and all Attachments, the applicable NTP, the Solicitation, and the Solicitation Response.
- (c) Provider must timely submit, as directed in the NTP, reports in portable document format (.pdf) to GLO Project Manager Robert Hatter via email at robert.hatter@glo.texas.gov.

1.04 NOTICE TO PROCEEDS AND REPORTING REQUIREMENTS

- (a) Upon the GLO’s identification of specific work within the scope of this Contract, the GLO may issue a Notice to Proceed (NTP) to Provider. The GLO may issue multiple NTPs during the term of this Contract. Each NTP must be in writing and signed by the Parties’ authorized representatives. Each NTP must include a scope of services; a list of tasks; a completion schedule; a list of Deliverables, if any, and a due date for each Deliverable; and such other information or special conditions necessary for the work described therein. Upon issuance by the GLO, each NTP shall become an Attachment hereto, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.” Provider must fulfill all applicable requirements in the Contract, including insurance, before beginning the work authorized in an NTP.
- (b) The GLO does not represent or guarantee that it will issue NTP to Provider pursuant to this Contract. All work requested under this Contract will be required on an irregular and as-needed basis throughout the Contract term. The GLO makes no guarantee of volume or usage under this Contract.
- (c) Provider must submit reports as directed by the applicable NTP.

II. TERM

2.01 DURATION

- (a) This Contract is effective upon the date of last signature (the “Effective Date”) and shall terminate on August 31, 2026. The Parties may, upon mutual written agreement, extend the Contract for one additional year.

- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract's termination or expiration are performed at Provider's sole risk and the GLO may choose not to compensate Provider for such services.
- (c) Notwithstanding the Effective Date of this Contract, Provider must not incur charges or begin work before the date indicated on the GLO's written Notice to Proceed (NTP). The GLO may deliver the NTP to Provider through DocuSign or other reasonable, effective means. Any services Provider performs before the date indicated in the NTP or after the Contract's termination or expiration are performed at Provider's sole risk and the GLO may choose not to compensate Provider for such services.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving Provider written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of a termination notice, Provider must immediately cease work, terminate all subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties' interests accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Provider abandons work or defaults on the Contract, the GLO may terminate the Contract without notice. Provider may not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services. The GLO will determine the period of suspension based on the seriousness of the abandonment or default.

III. CONSIDERATION

3.01 COMPENSATION

As its sole compensation for the services provided hereunder, Provider will require the winning bidder of each auction or sealed bid conducted pursuant to this Contract to pay Provider the Buyer's Premium specified in the Solicitation Response. The GLO will not pay or reimburse any of Provider's costs or expenses, including expenses associated with travel, advertising, or marketing.

3.02 INVOICES

The Buyer's Premiums Provider collects constitute Provider's sole compensation for services rendered pursuant to this Contract. However, if it becomes necessary for Provider to submit an invoice to the GLO for payment, invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov
- (b) be supported by documentation (including itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display GLO Contract Number 22-010-000-C950 and the applicable GLO NTP number.**

3.03 PAYMENT

The Prompt Pay Act generally applies to the GLO's payments, if any, to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract to vendorinvoices@glo.texas.gov.** If Provider does not

submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract. The Prompt Pay Act does not apply to any Buyer's Premium. Provider is solely responsible for collecting Buyer's Premiums from bidders and the GLO shall not participate in or assist Provider in collecting any Buyer's Premium.

IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes and services it performs under this Contract will meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables or performs services that do not meet specifications, fails to complete Deliverables or services timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
 - (i) repair or replace Deliverables or reperform services that do not meet specifications,
 - (ii) refund payment for Deliverables or services that do not meet specifications and accept the return of such Deliverables, and
 - (iii) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

4.02 GENERAL AFFIRMATIONS

Provider certifies it has reviewed the **General Affirmations** in **Attachment B** and that Provider is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all conditions contained in **Attachment B**.

V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed the amount of payment due and owing Provider or the amount of funds appropriated for payment but not yet paid to Provider. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 COPYRIGHT

Provider agrees and acknowledges that all Work or product acquired for or created by Provider pursuant to this Contract will be the exclusive property of the GLO. To the extent any Work or product created by Provider under this Contract results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the GLO upon creation, and such Intellectual Property shall be deemed to be a “work made for hire” and made in the course of the performance pursuant to this Contract.

6.03 PUBLICATION

Reports, publications, presentations, and all other materials produced by Provider with funding provided in whole or in part under this Contract must carry on the front cover or title page of such items appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project.

VII. MISCELLANEOUS PROVISIONS

7.01 INSURANCE

If an NTP is issued pursuant to this Contract, Provider must acquire and maintain insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form required by **Attachment D** of this Contract, **Required Insurance and Form**. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO’s satisfaction that Provider carries the types and amounts of insurance specified. If the insurance needs change or the GLO determines any policy does not comply with the terms of this Contract, Provider must secure such additional policies or coverage that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must submit renewal certificates to the GLO evidencing continuity of coverage. The GLO may terminate this Contract if the Provider fails to submit evidence of required insurance.

7.02 TAXES, WORKERS’ COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind, arising out of the execution or

performance of the Contract. Provider must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers' compensation—that apply to Provider or its employees. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.03 LEGAL OBLIGATIONS

For the duration of this Contract, Provider must procure and maintain any license, authorization, insurance policy, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Provider to hold to provide the goods or services required by this Contract. Provider must pay all taxes, assessments, fees, premiums, permit fees, and license fees required by law. Provider must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

7.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from any liability, actions, claims, demands, damage, or suits and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Provider or its agents, employees, Subcontractors, order fulfillers, or Subcontractors' suppliers in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.05 INTELLECTUAL PROPERTY INFRINGEMENT

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or

suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorney fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.06 ASSIGNMENT AND SUBCONTRACTS

Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

7.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. During the term of the Contract, Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov detailing any HUB Subcontractor participation. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

7.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation

of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

7.09 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Provider must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

7.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

Provider

EnergyNet Services, LLC
7201 I-40 West, Suite 319
Amarillo, Texas 79106

Notice given in any other manner shall be deemed effective only upon receipt by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

7.11 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

7.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

7.13 MERGER AND INTEGRATION; AMENDMENT

This Contract, its Attachments, its Amendments, and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment, Amendment, or purchase order shall be harmonized with this Contract to the extent possible. Except as provided herein, this Contract may be amended only by a mutual, written agreement executed by authorized representatives of the Parties.

7.14 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

7.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

7.16 GOVERNING LAW, VENUE, AND SOVEREIGN IMMUNITY

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless a specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the GLO. Provider irrevocably waives any objection—including any objection to personal jurisdiction—it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THE CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR THE STATE OF TEXAS.**

7.17 RECORDS RETENTION

Each Party must retain in its records the Contract and all documents related to the Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed, terminates, or expires; or the date when all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

7.18 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO. Provider shall perform its obligations under this Contract in accordance with the GLO’s Security Appendix, attached hereto as Attachment E.

7.19 SURVIVAL OF TERMS AND CONDITIONS

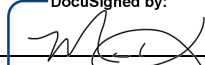
The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of state funds, and overpayment of state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; security; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; NTP; and amendment. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

SIGNATURE PAGE FOLLOWS

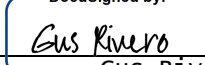
**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-010-000-C950
ONLINE AUCTION AND SEALED BID SERVICES CONTRACT**

GENERAL LAND OFFICE

ENERGYNET SERVICES, LLC

DocuSigned by:







Mark A. Havers, Chief Clerk/
Deputy Land Commissioner

DocuSigned by:


Name: Gus Rivero
Title: VP of Government Resources

Date of execution: 10/15/2021

Date of execution: 10/14/2021

- OGC 
- PM 
- SDD 
- DGC 
- GC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** – Scope of Services
- ATTACHMENT B** – General Affirmations
- ATTACHMENT C** – Sample Notice to Proceed
- ATTACHMENT D** – Required Insurance and Form
- ATTACHMENT E** – Security Appendix

INCORPORATED BY REFERENCE:

- SOLICITATION**
- SOLICITATION RESPONSE**

ATTACHMENTS FOLLOW

Online Auction and Sealed Bid Services for State Mineral Leases

Scope of Services

At the issuance of a Notice To Proceed, Provider shall provide comprehensive online auction and sealed bid services for state mineral leases including, without limitation, the following:

- a) Conduct online sealed bid auctions for state mineral leases in compliance with Chapter 32 of the Texas Natural Resources Code;
- b) Electronically and/or directly market the GLO's lease tracts to accredited oil and gas bidders, listing all properties online at least thirty (30) days prior to the date of each lease sale;
- c) Register bidders and assign a secure and unique ID to each bidder;
- d) Provide timely bidder assistance during the bidding period;
- e) Establish and maintain a listing of eligible lease tracts and related data based on information provided by the GLO for potential bidders;
- f) Create electronic sales group listings with publicly accessible lease sale data and interactive maps that show spatial relationships between assets and areas of interest, roads and satellite views of actual properties;
- g) Maintain tract information showing current permits and drilling rig information provided by the GLO;
- h) Calculate total amounts due, including bonus, rental and other fees as determined by the GLO, in real time and on demand;
- i) Provide real-time, web-based reports detailing the sales results and make them available to GLO staff immediately at the close of an auction;
- j) Provide the GLO with a data file containing the detailed results of the sale and any related information that the vendor possesses according to the GLO's specifications; and
- k) Collect all high bonus bids and lease sale fees and remit to the GLO no later than three (3) business days after the sale.

General Affirmations

Provider affirms and agrees to the following provisions:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider; the firm, corporation, partnership, or institution represented by Provider; nor anyone acting for such a firm, corporation, partnership, or institution has (a) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983—Chapter 15 of the Texas Business and Commerce Code—or the federal antitrust laws or (b) directly or indirectly communicated the contents of the Contract or any solicitation response upon which the Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. Under Section 231.006, Family Code, the vendor or applicant [Provider] 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.
3. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the bidder/applicant or each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
4. If the Contract is for the purchase or lease of computer equipment—as defined by Texas Health and Safety Code, Section 361.952(2)— Provider certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 Tex. Admin. Code Chapter 328.
5. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
6. Payments due under the Contract shall be directly applied toward eliminating any debt or delinquency—including delinquent taxes, delinquent student loan payments, and delinquent child support—that Provider owes to the State of Texas, regardless of when the debt or delinquency arises.
7. Upon the GLO’s request, Provider must provide copies of its business continuity and disaster recovery plans.
8. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Provider certifies that it does not employ an individual who has been employed by the GLO or another state agency at any time during the two years preceding the Provider’s submission of its offer to provide consulting services to the GLO or that Provider, in its offer to provide consulting services to the GLO, disclosed the following: (a) the nature of the Provider’s employee’s previous employment with the GLO or other state agency; (b) the date such employment was terminated; and (c) the annual rate of compensation for such employment at the time of its termination.
9. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
10. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49(a), of the Texas Constitution.

11. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
12. In accordance with Section 669.003 of the Texas Government Code relating to contracting with the executive head of a state agency, Provider certifies that it (1) is not the executive head of the GLO; (2) was not, at any time during the four years before the effective date of the Contract, the executive head of the GLO; and (3) does not employ a current or former executive head of the GLO.
13. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or constitute grounds for its termination.
14. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] 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.
15. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
16. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.
17. Provider represents and warrants that it has disclosed in writing to the GLO all existing or potential conflicts of interest related to Provider's performance of the Contract.
18. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, that occurred after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider 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.
19. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider must make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure

under the Texas Public Information Act (as determined by the Office of the Attorney General of Texas), available in a format that is accessible by the public at no additional charge to the state or the GLO.

20. Each person signing the Contract represents and warrants that he or she is duly authorized to execute and enter into the Contract on behalf of the Party listed directly above his or her signature and to bind that Party to the terms and conditions in the Contract.
21. The state auditor may conduct an audit or investigation of any entity, including Provider and its subcontractors, receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Provider's acceptance of funds directly under the contract, and a Subcontractor's acceptance of funds indirectly through a subcontract under the contract, acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider must include this paragraph concerning the authority to audit funds and the requirement to cooperate with audits and investigations in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
22. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
23. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Texas Health and Safety Code, Chapter 361, Subchapter Z, related to the Television Equipment Recycling Program.
24. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who, on behalf of the GLO, participated in a procurement or contract negotiations involving Provider within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
25. If the Contract is for services, Provider, in performing the Contract, must purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
26. Under Section 2155.0061, Government Code, the vendor [Provider] 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.
27. Pursuant to GAAP or GASB, as applicable, Provider must keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government (if applicable), and/or their authorized representatives to determine Provider's compliance with this Contract and all applicable laws, rules, and regulations.
28. All records related to the Contract, including records of Provider and its Subcontractors, are subject to the Administrative and Audit Regulations.

29. State agencies that are authorized to audit and inspect Provider, its records, its Subcontractors, and its Subcontractors' records include the GLO, the GLO's contracted examiners, the Texas State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies that are authorized to audit and inspect Provider, its records, its Subcontractors, and its Subcontractors' records may include any federal agency funding the Contract, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.
30. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.
31. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.
32. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
33. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program selected by the GLO that is certified under Section 2054.519 of the Texas Government Code. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls.

Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.

35. Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
36. Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
37. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.
38. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.
39. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at the Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.



GLO NOTICE TO PROCEED NO. *
GLO CONTRACT NO. 22-010-000-C950
ONLINE AUCTION AND SEALED BID SERVICES**

VIA DocuSign to: *Vendor Project Manager Email*

ATTENTION: *Vendor Project Manager Name, Title*

Upon receipt of this notice, EnergyNet Services, LLC (“Provider”), is authorized to perform the services described in this notice, GLO Contract No. 22-010-000-C950 (the “Contract”), and **Provider’s Statement of Work** attached hereto and incorporated herein for all purposes in its entirety as **Exhibit 1**.

TASKS / DELIVERABLES / AND DELIVERABLE DUE DATES

TASK 1: ENABLE ONLINE AUCTION AND SEALED BID SERVICES FOR SALE ON MONTH DAY, YEAR.

TASK: Provider shall perform, or cause to be performed, online auction and sealed bid services (the “Project”), as described in this notice, the Contract, and **Exhibit 1**.

DELIVERABLES: Provider shall submit to GLO Project Manager, Robert Hatter, via email to Robert.Hatter@GLO.TEXAS.GOV, all data, documentation, and information the GLO requests for the successful completion of the Project, as described in **Exhibit 1**.

DELIVERABLE DUE DATES: Provider may commence work on the Project on the date of this notice and shall complete the Project, including delivery of all deliverables, on or before *Month Day, Year* (the “Performance Period”).

TERMINATION AND EXTENSION

The GLO may terminate, halt, or defer all or any portion of the work authorized pursuant to this Notice at any time during the Performance Period. If such an event occurs, Provider must follow all directions included in the GLO’s notice to terminate, halt, or defer the work.

Extensions of Performance Period may only be approved by the GLO in writing and shall be coordinated with the GLO’s Project Manager, (PM), who may be reached at (512) ***_****.

Signed: _____

Date: _____

Enterprise Technology Solutions
Chief Information Officer
Texas General Land Office

___ OGC ___ IA ___ GLO PM

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

Insurance Required:

1. Commercial General Liability:
 - a. Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate limit
 - b. Medical Expense each person: \$5,000
 - c. Personal Injury and Advertising Liability: \$1,000,000
 - d. Products/Completed Operations Aggregate: \$2,000,000
 - e. Damage to Premises Rented to You: \$50,000
2. \$1 Million Combined Single Limit Automobile Insurance
3. Statutory Workers' Compensation & Employers Liability:
 - a. \$1 Million Each Accident
 - b. \$1 Million Disease Each Employee
 - c. \$1 Million Disease Policy Limit

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) **prominently display "GLO Contract No. 22-010-000-C950"** and
- (c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Required form of Insurance	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SECURITY APPENDIX

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information owned by the GLO/VLB, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO/VLB or on behalf of the GLO/VLB), or uses in the course of Contract performance.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com Code 521.002(2).

2. Security and Privacy Compliance

- 2.1. Provider shall keep all and GLO Data received under the Contract strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Provider's contract with the GLO. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider's subcontractor(s).
- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any subcontract must stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.
- 3.2. Upon termination of the Contract, Provider shall promptly return, or make available to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this *GLO Information Security Appendix*, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Provider agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.
- 5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this *GLO Information Security Appendix*, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by

providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.

- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

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