



# TELS® Platform Services Agreement

**Customer Name:** Texas General Land Office  
**Date:** 4/2/2024  
**Business Contact:**  
Ken Rehberger  
ken.rehberger@glo.texas.gov  
512-463-5130

Direct Supply® TELS, a division of Direct Supply, Inc. ("we," "us", or "TELS") is pleased to provide the customer named above ("you" or "Customer") with this TELS Platform Services Agreement ("Agreement") in connection with your use of the TELS® platform services.

We agree to provide you and your Locations with access to the TELS system subject to the terms of this Agreement. The TELS system is a web-based Building Management tool that provides a variety of functions to manage the day-to-day operations of your community: Compliance (paperless tracking of Preventative Maintenance; Life Safety documentation and Logs); Work Orders; Unit Turns, and Asset Management (warranty and repair record tracking). In addition, the TELS system can be used for site visit tracking and capital budgeting. With the TELS system, you also receive access to the TELS Mobile App.

**Fees for the TELS ecommerce services are as follows:**

**TELS:** \$112.35 per month, per Location beginning 9/1/2024 through 8/31/2025 to include the following Locations:

1. Richard A. Anderson
  2. William R Courtney
  3. Frank M Tejada
  4. Clyde W Coper
  5. Ambrosio Guillen
  6. Alfredo Gonzalez
  7. Ussery Roan
  8. Watkins-Logan
  9. Lamun-Lusk Sanchez
  10. Tuskegee Airmen Texas State Veterans Home
- Invoices will be sent to each Location unless otherwise specified by you.

**TELS Platform Standard Terms & Conditions**

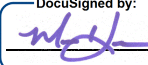
Our TELS Platform Standard Terms & Conditions (<https://info.tels.net/PlatformTerms>) apply to your use of the TELS services.

**Signature**

Please sign below to accept this Agreement and initiate your use of the TELS system. By signing below, you agree to our TELS Platform Standard Terms & Conditions, linked above, which apply to your use of the TELS system and services and which are incorporated by reference into this Agreement. Once signed this Agreement will become the full, final and binding contract between you and us with respect to the TELS ecommerce services. Each person signing below represents that they have the authority to bind the entity named below.


**ON BEHALF OF CUSTOMER:**

Texas General Land Office











DocuSigned by:  
By:   
7C299F4374E7497  
Name: Mark Havens  
Title: Chief Clerk  
Date: 5/13/2024

**DIRECT SUPPLY TELS**

a division of Direct Supply, Inc.

DocuSigned by:  
By:   
Ken Smith, Senior Director of Sales & Direct Supply TELS  
Date: 5/13/2024

Address for Notices:  
Vice President & General Manager - TELS  
6635 W. Champions Way  
Milwaukee, WI 53223  
w/ a copy to Legal Affairs at the same address

OGC  PM  DD   
SDD  VLB DD  CIO   
DGC  VLB ES  GC  DLC 



# TELS® Platform Standard Terms & Conditions

All TELS® platform services are subject to these TELS Platform Standard Terms & Conditions (“Terms”). These Terms define our and your responsibilities, limitations and exclusions regarding the TELS platform and related e-commerce services offered by Direct Supply® TELS, a division of Direct Supply, Inc. (“we”, “DSI”, or “our”).

## **Customer Obligations & Responsibilities**

The TELS platform is accessed via personal computers or other acceptable electronic devices that are connected to the Internet. You are responsible for: (a) providing suitable computers or electronic devices and Internet access; (b) providing accurate information through the TELS system, (c) setting task scheduling parameters, (d) verifying task instructions, (e) ensuring the accuracy of your database on TELS, (f) properly instructing your personnel on how to conduct all procedures, (g) verifying that all procedures are and have been actually performed in a proper and timely manner, and (h) ensuring individual computer, electronic device, user and password level security.

## **Term & Termination**

The TELS platform services are offered to you on a monthly subscription basis. Either party may terminate this Agreement and the TELS services at any time. In order to terminate the Agreement and TELS platform services, you must complete the "Submit Request to Cancel TELS" form available through the TELS system and the termination will be effective upon the end of the then-current calendar month.

## **Payment & Invoicing Terms**

You agree to pay the TELS platform monthly fees for each Customer Location and implementation fee(s) (if applicable) at the rates set forth in the Agreement. A "Location" is each individual website established for a building or a group of co-located buildings on a single campus. Invoices for the TELS platform services will be issued on the last business day of each month. Payments are due in U.S. dollars (USD \$) in accordance with each Location's previously established TELS credit terms and a late fee of 1.5% per month may be added to any account balances that remain unpaid more than 30 days past their due date. You may request consolidated or individual billing for multiple Locations by providing written notice to TELS. Payment for any Location outside of the United States must originate from your United States corporate office or a Location situated within the United States. Any and all payments received from a Location outside the United States will not be processed, but instead forwarded to your United States corporate office and may be subject to late fees and interest as set forth above.

## **Confidentiality**

TELS and you will maintain the confidentiality of all confidential, non-public information that one party provides to the other in relation to your use or TELS's provision of the TELS services. This obligation of confidentiality will not

apply to any information that (i) is shown to have been already known to the receiving party prior to its disclosure by the other party, (ii) becomes publicly known through no fault of the receiving party, or (iii) lawfully becomes known to the receiving party free of any confidentiality obligation.

### **Intellectual Property Ownership & Use of TELS Data**

DSI retains sole and complete ownership of the TELS system as well as any and all intellectual property, enhancements and improvements made thereto; no license is granted to the TELS system. DSI also retains sole and complete ownership to materials, documents, and forms available through the TELS system (collectively the “TELS Materials”). You grant DSI a royalty-free, unlimited license to use any feedback or enhancement requests you provide related to the TELS system or TELS Materials. Subject to the terms and conditions of this Agreement, DSI grants you and your Locations a limited, nonexclusive license to use the TELS Materials during the term of this Agreement, solely to access and use the TELS system. You may not use the TELS system or any TELS Material or any subcomponent thereof in conjunction with any third party system not pre-approved in writing by us.

You retain sole and complete ownership of all Customer data and content material in your TELS database. You may store in the TELS database, solely for your internal use, content materials related to your use of TELS, such as maintenance plans and instructions, educational materials, forms, images, videos, etc. You represent and warrant to DSI that you will not provide us with nor will you store in your TELS database, any personal information and/or any personally identifiable information of any patient, resident, or employee of you or any of your Locations. You also represent and warrant to DSI that you own or have the right to store and use all your content material in this manner. At the end of the term of this Agreement, we will provide you a copy of your data and content materials stored on the TELS system, in a format reasonably usable by you. We will protect the confidentiality of your TELS data and content material. You grant DSI an irrevocable, nonexclusive, royalty-free license to use all your and Location data stored on the TELS system, in accordance with the following provisions: 1) we may use your unmasked TELS data solely for the internal purposes of Direct Supply, Inc. and its controlled affiliates, to provide other services or products to you; and 2) we may aggregate, distribute, publish, sell, or otherwise use masked versions of your TELS data for any purpose, provided that all data is appropriately and sufficiently disguised and rendered anonymous so that you and/or the Locations may not be identified and its data may not be identified as relating to it.

## Limitations

You understand and acknowledge that the TELS system is designed for the sole purpose of tracking and managing important equipment, scheduling preventive maintenance procedures, ensuring proper warranty utilization, and facilitating compliance with applicable procedures and documentation requirements designated and provided by Customer for senior living facilities in the United States. The policies and forms we provide are only examples and you should review and update them to meet your specific needs and legal requirements. All TELS functionalities are only a tool to aid you in the safety and welfare of your residents and employees. Any and all references to codes, standards, and regulations are only applicable to senior living facilities operating in the United States.

We cannot guarantee that the information we provide is perfect or error free, and DSI's sole obligation (and your and each Location's sole and exclusive remedy) for any material errors or omissions in the functionalities is to correct them after you make us aware of them. You and each Location are solely responsible to perform a careful review of the needs and unique situations of their employees as well as any and all local requirements, laws, regulations, and standards. Neither you nor any Location should use or follow the examples in the information if it would violate any law or regulation or any collective bargaining agreement with their employees. ***Neither the TELS system, services, nor any information we may provide replaces or reduces your sole responsibility for meeting any of your legal requirements; ensuring the health and safety of your residents and employees; or otherwise make certain that you have appropriate documentation, training, policies, equipment, safeguards, staff and procedures in place at all times.***

Except for indemnification of third party claims or violation or misappropriation of intellectual property rights, Neither party will be liable to the other party for any consequential, incidental, punitive, or special damages including without limitation lost profits or revenues. Except as expressly provided in this Agreement, DSI DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE TELS SYSTEM, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

## Integrations to Third Party Systems

You may request TELS integrate the platform with a third party system to facilitate your work orders on the TELS platform, for example. Third party integrations may be subject to additional fees and you agree to promptly pay such integration fees to us in accordance with our standard payment terms.

Integrations are provided "AS IS" without any warranty whatsoever. You agree we have no control over and therefore are not responsible or liable for third party systems and the integration to such systems. We may terminate such integration at any time upon notice (e.g., email) to you.

### **Miscellaneous**

We may periodically update or modify the TELS system in order to enhance its performance or administration. We may also change these Terms at any time upon posting, publishing, or upon notice to you and may increase our monthly pricing, by no more than 5% annually, by providing you with no less than 60 days prior written notice (e.g. via email). When providing TELS services, we act strictly as an independent contractor. The parties' respective employees and any agents or subcontractors they may utilize will be solely under their respective control. Notices to DSI and questions regarding these Standard Terms & Conditions should be sent to Direct Supply, Inc., Attn: Legal Team, 6635 W. Champions Way, Milwaukee, WI 53223. The Payment & Invoicing Terms, Confidentiality, Intellectual Property Ownership & Use of TELS Data, and Limitations sections of these Terms shall survive termination of this Agreement. If any term of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect. For purposes of clarification, this Agreement is made and entered into in Milwaukee, Wisconsin and shall be construed pursuant to the laws of Wisconsin and the federal U.S. laws applicable therein, excluding its conflict of laws provisions, and without regard to the United Nations Convention on the International Sale of Goods. The English version shall govern in the event of any conflict or substantive translation changes into a non-English language. The Agreement may be executed in counterparts and/or by electronic signatures.

Rev. 10.7.22



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GLO Contract No. 25-008-000-E586

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**Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts**

The Texas General Land Office (the “GLO”) and Direct Supply TELS (“Provider”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the contract supplied by Provider (assigned GLO Contract No. 25-008-000-E586) (“Contract”) for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

1. **Abandonment or Default.** If Provider abandons work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** 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.
3. **Texas Resident Bidder.** Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code.
4. **Prohibited Financial Participation.** 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(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.\*
5. **Delinquent Child Support.** Under Section 231.006 of the 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
6. **Executive Head of State Agency.** 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 is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
8. **Executive Order 13224.** Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.
9. **Suspension and Debarment.** 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.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** 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, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this 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.\*
11. **State’s Right to Audit Provider.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or 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 shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included 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.
12. **Antitrust.** Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) 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 (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.\*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws

\* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.



**Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts**

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 the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

**14. Preference for Texas Products and Materials.** If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.

**15. Conflicts of Interest.** Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

**16. 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.

**17. Public Information.** 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](mailto: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.

**18. Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**

**19. Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**20. Funding Out Clause.** 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 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 49a of the Texas Constitution.

**21. Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (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 shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. 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.

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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(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 and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Provider in any suit. Provider may not agree to settle any such suit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.\*

(c) The GLO is exempt from federal, state, and local taxes. Provider shall not charge any taxes to the GLO.

22. **Indemnity – Acts/Omissions.** PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, 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 SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

23. **Infringement Indemnification.** TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER

SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

24. **Independent Contractor; Assignment.** Provider and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Provider and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Provider subcontract any of the services required under the Contract, Provider agrees the GLO is not liable to any subcontractor(s) of Provider. This provision does not relieve Provider of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Provider may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Provider's heirs, assigns, and other successors in interest.

25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Provider

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irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Provider shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Provider pursuant to the Contract.

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other 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 or expires; or 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.
27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider's performance using the performance standards set forth in the Contract. Provider shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Provider acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Provider invoices shall: 1) be submitted via email to [VendorInvoices@GLO.TEXAS.GOV](mailto:VendorInvoices@GLO.TEXAS.GOV); 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 25-008-000-E586."** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall 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 section.
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Provider by email, facsimile, or certified mail return receipt requested. Notice is effective upon Provider's receipt. In the event of such termination, Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Provider before the termination date. If Provider fails to provide the goods or services contracted for according to the provisions of
- the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Provider shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Provider under the Contract.
30. **Fraud.** 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>.
31. **Assignment of Claims.** Provider hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
33. **Prohibited Business Engagements.** 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.\*
34. **Cybersecurity Training.** If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. 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.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** 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 that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** 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 Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
38. **COVID-19.** Provider certifies that it does not require its

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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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.

39. **Critical Infrastructure Affirmation.** 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.\*
40. **Energy Company Boycotts.** 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.\*
41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** 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.\*
42. **Professional Sports Teams.** 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.\*
43. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.
44. **Ownership Information.** 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 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. Provider certifies it has submitted this information to the GLO.\*
45. **Statements and Representations.** 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 be grounds for its termination.
46. **Authority.** The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
47. **Contracting Information.** 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.\*
48. **Cloud Computing Services.** If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
49. **Security Controls.** If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Provider's compliance with the required controls.
50. **Former State Employment.** 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 participated in a procurement or contract negotiations for the GLO 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.
51. **Telecommunications Equipment and Services.** If subject to 2 CFR 200.216, Provider shall not obligate or expend funding

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provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

52. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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