

Summary - PO AB0748205

PO/Reference No. AB0748205
 Supplier SIRIUS COMPUTER SOLUTIONS INC









| General Information | | Shipping Information | | | | Billing/Payment | |
|------------------------------------|--|---|-----------------------------|--------------------|---------------------|--|--|
| PO/Reference No. | AB0748205 | Ship To | | | | Bill To | |
| Revision No. | 1 | Attn: Chad Evans | | | | Tarleton State | |
| Supplier Name | SIRIUS COMPUTER SOLUTIONS INC | Information | | | | University-Accts | |
| Address | 10100 REUNION PLACE #500 SAN ANTONIO, Texas 78216 United States | Technology | | | | Payable | |
| Phone | +1 210-369-0635 | c/o Central Receiving | | | | ***Do Not Mail Invoice*** | |
| Supplier Fax No. | +1 210-366-4722 | Room Admin Annex II - 106 | | | | Email invoices to invoices@tarleton.edu | |
| Purchase Order Date | 9/19/2022 | 201 Saint Felix St | | | | Box T-0120 | |
| Total | 23,612.28 USD | Stephenville, TX 76401 | | | | Stephenville, TX 76402 | |
| Requisition Number | 162679356 | United States | | | | United States | |
| Owner Business Unit | 04-Tarleton State University (04) | ShipTo Address Code | 04-181 | | BillTo Address Code | | |
| Order Category | 1 - Regular | Delivery Options | | | | Billing Options | |
| Report Reference A | <i>no value</i> | Emergency (attach justification) x | | | | Accounting Date | |
| Report Reference B | <i>no value</i> | Ship Via Best Carrier-Best Way | | | | 9/16/2022 | |
| Sole Source (attach justification) | x | Requested Delivery Date | | | | Payment Terms | |
| Contract Number | c2023-9078 | Buyer Information | | | | 0, Net 30 | |
| Start Date | <i>no value</i> | Buyer | Buyer Email | Buyer Phone Number | | FOB / FREIGHT Destination | |
| End Date | <i>no value</i> | kke - Elkins, Kimberly CC04 | kelkins@tarleton.edu | 254.968.9217 | | Pre-Pay & Add x | |
| Trade-In | x | Report Codes-1 | | | | Special Payment Method | |
| Create Asset Manually | x | Order Type | USAS One | USAS Two | LDT Code | <i>no value</i> | |
| Add to Asset Number | <i>no value</i> | HiEd Higher Ed | 9 - Exempt, with legal cite | no value | 65 | Purchases made by an Institution of Higher Education | |
| Cost Receipt Required | x | | | | | | |
| Rush the Pymt Process | x | | | | | | |

| | | | |
|---|--|--|--|
| Contact Information Owner Name: Ashley Ayers Owner Phone: Owner Email: AYERS@TARLETON.EDU | | Report Codes-2 Contract Workforce ✘ State Order Number <i>no value</i> Non-Compliant ✘ Basis of Award: Exempt Purchase - A&M System Regulation 25.07.03 Section 1.0 Bypass Dept Allocator: Yes | |
|---|--|--|--|

| Distribution Information | | Supplier Information | |
|---|--|--|--|
| Distribution Methods The system will distribute purchase orders using the method(s) indicated below: Email (HTML Attachment) sue.Corrington@siriuscom.com | | Supplier Information Contract: C2020-1567 Account Code: Pricing Code: Quote number: Note to Supplier <i>no note</i> Attachments for supplier: ↓ Quote Q-00291927 ... ↓ Quote_Q-00291927_... | |
| Distribution Options Supplier Terms and Conditions: Order acceptance instructions: Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Tarleton State University's Department of Procurement Services prior to shipping. | | PO Clauses: 001 No Collect Freight Charges Acc... 350 TSU - Vendor PO Conditions | |

| Accounting Codes | | | | | | | | |
|------------------|---------------------------------|---|---|--------------------|--------------------|-----------------|-----------------|-----------------|
| Fiscal Year | Member ID | Department Code | Account Code | Report Reference C | Report Reference D | Object Code | Class Code | Special Routing |
| 2023 | 04 Tarleton State University | 04- INFOR-00008 04- Information Technology | 04-201902-00000 Usf-IR Networks and Mainframes | <i>no value</i> | Contract Review | <i>no value</i> | <i>no value</i> | L Local |

| |
|--------------------------|
| Line Item Details |
|--------------------------|

| Product Description | Catalog No | Size / Packaging | Unit Price | Quantity | Ext. Price |
|--|-----------------|---|---------------|--------------------------|----------------------|
| 1  Voyance Renewal. ACADEMIC VMWARE EDGENETWORK INTELLIGENCE-FORHOSTED DEPLOYMENTS BETWEEN200 AND 999 NODES-PRICE PERNODE, COMMITMENT PLAN-12MONTH PREPAID. 12 MONTHS (10/02/2022-10/01/2023)  | N/A | EA | 21,456.00 USD | 1 EA Add discount... | 21,456.00 USD |
| | Taxable |  | | Requisition Number | 162679356 |
| | Capital Expense |  | | External Note | <i>no note</i> |
| | Commodity Code | 99900096 Software Usage Fees or Rental of Software 5830 | | Attachments for supplier | |
| 2  ACADEMIC VMWARE EDGENETWORK INTELLIGENCE 10GETHERNET SFP+ LR OPTICS. 12 MONTHS (10/02/2022-10/01/2023)  | N/A | EA | 2,156.28 USD | 1 EA Add discount... | 2,156.28 USD |
| | Taxable |  | | Requisition Number | 162679356 |
| | Capital Expense |  | | External Note | <i>no note</i> |
| | Commodity Code | 99900096 Software Usage Fees or Rental of Software 5830 | | Attachments for supplier | |
| Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals. | | | | Subtotal | 23,612.28 |
| | | | | Shipping | 0.00 |
| | | | | Handling | 0.00 |
| | | | | Total | 23,612.28 USD |



SOLUTION PROPOSAL

Prepared for:
TARLETON STATE UNIVERSITY
1333 W WASHINGTON
STEPHENVILLE, TEXAS 76402-0001
UNITED STATES

Client Executive:
Sue Corrington
+1 (979) 574-0013
sue.corryngton@siriuscom.com

Proposal Number: Q-00291927
Proposal Date: 09/13/2022
Expires: 10/12/2022
Description: VMware Academic Edge / Nyansa Renewal
Qty 6 x ENI-10GSFP-LR-P-A
Currency: USD



Sirius Computer Solutions, LLC
 Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com
 Sirius Tax ID # 74-2836721

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Proposal Number: Q-00291927
Proposal Date: 09/13/2022
Expires: 10/12/2022
Description: VMWare Academic Edge / Nyansa Renewal
 Qty 6 x ENI-10GSFP-LR-P-A
Attn:

| Part # | Description | Qty | Contract # | Machine | Model | Serial # | Svc Lvl | Start Date | End Date | Ext. Price |
|----------------------------|---|-----|------------|-------------|-------|----------|---------|------------|------------|--------------------|
| ENI-200-HD-L14S1-12P-A | ACADEMIC VMWARE EDGE NETWORK INTELLIGENCE-FOR HOSTED DEPLOYMENTS BETWEEN 200 AND 999 NODES-PRICE PER NODE, COMMITMENT PLAN-12 MONTH PREPAID | 800 | M498682365 | VMW-SVC-REF | | | | 10/02/2022 | 10/01/2023 | \$21,456.00 |
| ENI-10GSFP-LR-P-A | ACADEMIC VMWARE EDGE NETWORK INTELLIGENCE 10G ETHERNET SFP+ LR OPTICS | 6 | | | | | | | | \$2,156.28 |
| Extended Subtotal: | | | | | | | | | | \$23,612.28 |
| Total Client Price: | | | | | | | | | | \$23,612.28 |

Proposal Comments:
 SAAS BILLING FREQUENCY: PREPAID

SAAS TERM: 12 MONTHS (10/02/2022-10/01/2023)

SAAS WILL AUTORENEW FOR 12 MONTHS UNLESS A REQUEST TO CANCEL IS SUBMITTED 90 DAYS PRIOR TO RENEWAL DATE.

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event TARLETON STATE UNIVERSITY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Quote, whether Sirius' or a manufacturer's/vendors', shall not be subject to shipping and handling and the terms related thereof.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

Your contract number(s), currently on file, is as follows:



Agreement Type: Customer Agreement Executed 28110 CA

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

Customer's use of the software subscriptions (collectively "Subscriptions") contained on this Proposal are governed by the terms below. To the extent they conflict with any other terms on this Proposal or under any referenced agreement, the terms below will control. In addition to the foregoing, while all terms of sale will be between Sirius and Customer, all terms of use for the Subscriptions contained on this Proposal will be controlled by the terms and conditions of the applicable manufacturer or software licensor related to such Subscriptions.

Any terms proposed in Customer's acceptance of Sirius' offer that add to, vary from, or conflict with these terms and conditions are hereby objected to and shall not apply. Notwithstanding any provision to the contrary above, referenced or otherwise, Customer acknowledges that the Subscriptions contained on this proposal may be adjusted by Customer through Sirius, or the manufacturer, if applicable, including but not limited to subscription renewals, extensions, and other add-ons, and Customer will be invoiced for any such adjustments. Further, Customer acknowledges that the Subscriptions may be subject to recurring billing based upon Customer's then current usage of the Subscriptions. The Subscriptions are non-cancellable, non-returnable, and non-refundable. For purposes of clarity, the termination of any referenced Agreement(s) will not terminate any active Subscriptions contained herein.

For the purposes of determining the taxability of the Subscription items, the Subscriptions will be deemed to have been delivered to the location identified as the shipping address for these Subscriptions. If the Subscriptions include any tangible items delivered as a part of the Subscriptions, these items will be considered inconsequential for tax purposes and the relevant state law will apply.



Accepted by:

TARLETON STATE UNIVERSITY

DocuSigned by:

Thad Turman

Signature of Authorized Representative

Thad Turman

Printed Name

Director, Procurement and Contracts

Title of Authorized Representative

9/20/2022

Date Signed

Ship to Contact (Name, Phone, & Email)

Ship to Address

Approved by:

Sirius Computer Solutions, LLC

DocuSigned by:

Justin Sobey

Signature of Authorized Representative

Justin Sobey

Printed Name

SVP, General Counsel

Title of Authorized Representative

9/20/2022

Date Signed

Invoices@tarleton.edu

Bill to Contact (Name, Phone, & Email)

Bill to Address

**TARLETON STATE UNIVERSITY
ADDENDUM TO VENDOR'S CONTRACT FORM**

Tarleton State University, a member of The Texas A&M University System and an agency of the State of Texas ("Tarleton") and **Sirius Computer Solutions**. ("Vendor") are this day entering into an agreement (collectively the "Parties") and, for their mutual convenience, the Parties are using the standard contract form provided by the Vendor, including all incorporated policies and guidelines (referred to hereafter as the "Vendor's Contract Form").

This Addendum, duly executed by the Parties, is incorporated into the Vendor's Contract Form and made an integral part thereof.

Certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by Tarleton because of its status as an agency of the State of Texas and other terms require amendment or supplementation. In consideration for the convenience of using the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that the Vendor's Contract Form is amended in accordance with this Addendum and may not be waived or modified except by written agreement between the parties. As used herein, the term "Agreement" means the Vendor's Contract Form, this Addendum, and the purchase order (if any), together with any other addenda or exhibits constituting part of the written contract between the parties. To the extent the language in the Vendor's Contract Form is in conflict with any language in this Addendum or the purchase order (if any), the language in this Addendum and the purchase order (if any) shall control.

In accordance with Texas Education Code Section 51.9335(h), any provision required by applicable Texas law to be included in the Agreement shall be deemed to be automatically incorporated into the Agreement by operation of law.

1. Inapplicable Provisions. Without limiting any other inapplicable provisions, none of the provisions listed below as they may appear in the Vendor's Contract Form shall have any effect or be enforceable against Tarleton:
 - a. Releasing, waiving, or limiting the Vendor or any entity or person from its legal liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - b. Requiring any total or partial compensation or payment for lost profit, consequential, punitive or liquidated damages by Tarleton.
 - c. Requiring Tarleton to indemnify or hold the Vendor harmless for any act or omission.
 - d. Requiring that Tarleton pay taxes.
 - e. Obligating Tarleton to pay costs of collection or attorneys' fees.
 - f. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas, i.e. statutes of limitation.
 - g. Binding Tarleton to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - h. Granting the Vendor a security interest in any property of Tarleton or subjecting any property of Tarleton to a statutory, contractual, or constitutional lien.

- i. Requiring payments or assessing interest other than in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.
 - j. Requiring Tarleton to maintain any type of insurance either for Tarleton's benefit or for the Vendor's benefit.
 - k. Automatically renewing or extending the contract term.
 - l. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Texas.
 - m. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer of the Vendor subsequent to execution by an official of Tarleton before the Agreement is considered in effect.
 - n. Prohibiting Tarleton from recovering its lawful damages incurred as a result of a breach of the Agreement.
 - o. Limiting the liability of the Vendor for property damage or personal injury.
 - p. Permitting unilateral modification of the Agreement by the Vendor.
 - q. Delaying the acceptance of the Agreement or its effective date beyond the date of execution by Tarleton.
2. Applicable Requirements.
- a. **Access by Individuals with Disabilities.** Vendor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Tarleton under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Vendor becomes aware that the EIRs, or any portion thereof, do not comply, then Vendor represents and warrants that it will, at no cost to Tarleton, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.
3. Required Certifications.
- a. **Delinquent Child Support Obligations.** "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - b. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Vendor agrees that any payments owing to Vendor under this Agreement may be applied directly toward certain debts or delinquencies that Vendor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
 - c. **Franchise Tax Certification.** If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.

- d. **Prohibited Bids and Agreements.** “Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”
- e. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters.** Tarleton is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Vendor certifies that it is eligible to participate in this Agreement and has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- f. **Conflict of Interest.** By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- g. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Vendor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate
- h. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated if this certification is inaccurate.
- i. **Prohibition on Contracts Related to Person involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor 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.

4. Loss of Funding. Performance by Tarleton under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Tarleton will issue written notice to Vendor and Tarleton may terminate this Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation of funds is beyond the control of Tarleton.
5. Not Eligible for Rehire. Vendor is responsible for ensuring that its employees involved in any work being performed for Tarleton under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event Tarleton becomes aware that Vendor has a NEFR Employee involved in any work being performed under this Agreement, Tarleton will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Tarleton.
6. State Auditor’s Office. Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
7. Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Tarleton and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer of Tarleton who shall examine Vendor’s claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim. This provision and nothing in this Agreement waives Tarleton’s sovereign immunity to suit or liability and Tarleton has not waived its right to seek redress in the courts.
8. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
9. Venue. Notwithstanding any other provision of this Agreement, pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Tarleton shall be in the county in which the primary office of the chief executive officer of Tarleton is located.
10. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or

remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

11. Insurance Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

| Coverage | Limit |
|---|-----------------------------------|
| A. Worker's Compensation | |
| Statutory Benefits (Coverage A) | Statutory |
| Employers Liability (Coverage B) | \$500,000 Each Accident |
| | \$500,000 Disease/Employee |
| | \$500,000 Disease/Policy Limit |
| If this coverage is waived by System Risk Management, the contractor, his employees and subcontractors must sign hold harmless and indemnification agreement. | |
| B. Automobile Liability | |
| Owned Vehicles | \$1,000,000 |
| Non-owned Vehicles | \$1,000,000 |
| Hired Vehicles | \$1,000,000 |
| C. Commercial General Liability | |

| | |
|-------------------------------|-------------|
| Aggregate Limit | \$2,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |
| Personal/Advertising Injury | \$1,000,000 |
| Damage to rented Premises | \$ 100,000 |
| Medical Payments | \$ 5,000 |
| | |

12. Independent Contractor. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Vendor is an independent contractor and is not a state employee, partner, joint venturer, or agent of Tarleton. Vendor will not bind nor attempt to bind Tarleton to any agreement or contract. As an independent contractor, Vendor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.
13. Limitations. The Vendor is aware that there are constitutional and statutory limitations on the authority of Tarleton (a state agency) to enter into certain terms and conditions that may be part of the Agreement, including, but not limited to, those terms and conditions relating to liens on Tarleton's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Tarleton except to the extent authorized by the laws and Constitution of the State of Texas.

Neither the execution of the Agreement nor any conduct, action or inaction of any representative of Tarleton relating to the Agreement constitutes or is intended to constitute a waiver of Tarleton's or the state's sovereign immunity to suit.

14. Public Information.

(a) Vendor acknowledges that Tarleton is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Tarleton's written request, Vendor will provide specified public information exchanged or created under this Agreement that is not otherwise accepted from disclosure under chapter 552, Texas Government Code, to Tarleton in a non-proprietary format acceptable to Tarleton. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Tarleton has a right of access.

(c) Vendor acknowledges that Tarleton may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and Vendor agrees that the agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

15. Notice. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

If to Tarleton:

Tarleton State University
Box T-0120
Stephenville, Texas 76402
Attn: Contract Specialist
contracts@tarleton.edu

If to Vendor: Sirius Computer Solutions

16. Severability. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulation or declared null and void by a court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
17. Indemnification - Vendor agrees to indemnify, defend and hold harmless Tarleton, its directors, officers, employees and agents and defend any action brought against Tarleton with respect to any claim, demand, cause of action, debt or liability, including reasonable attorney's fees
18. Access to Agency Data - Pursuant to Section 2054.138, *Texas Government Code*, Vendor shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://www.tarleton.edu/technology/documents/Tarleton-SecurityControlStandardsCatalog.pdf>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of Tarleton's data. Vendor shall periodically provide Tarleton with evidence of its compliance with the Security Controls within thirty (30) days of Tarleton's request.
19. Cloud Computing Services - As of the Effective Date, Vendor represents and warrants that it complies with the then-current requirements of the risk and authorization management

program established by the Texas Department of Information Resources (“RAMP”). Pursuant to Section 2054.0593, *Texas Government Code*, Vendor shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Vendor shall provide Tarleton with evidence of its RAMP compliance and certification within thirty (30) days of Tarleton request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

- 20. Entire Agreement; Modifications; Assignment. The Agreement supersedes all prior agreements, written or oral, between Tarleton and the Vendor and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, altered, or assigned except by a writing signed by Tarleton and the Vendor.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

Tarleton State University

Sirius Computer Solutions.

DocuSigned by:
Thad Turman 9/20/2022
Signature Date

DocuSigned by:
Justin Sobey 9/20/2022
Signature Date

Thad Turman
Printed Name

Justin Sobey
Printed Name

Director, Procurement and Contracts
Printed Title

SVP, General Counsel
Printed Title