

**TCM Contract # 2021-70****Master Service Agreement**

This Forerunner Technologies Certified Master Service Agreement ("AGREEMENT") is between Forerunner Technologies, Inc., a Delaware Corporation, with its principal place of business at 150M Executive Drive, Edgewood, NY 11717 ("FORERUNNER") and *University of North Texas System* ("CUSTOMER"), having its principal place of business at **1901 Main Street, Dallas, TX 75231** "LOCATION" and sets forth the supplemental terms and conditions under which FORERUNNER agrees to provide Parts Coverage, Software Assurance, Remote Monitoring, Remote Support, Dispatched Support Services, and/or Dedicated On-Site Support Services (collectively herein after referred to as "SERVICES") as determined by the selection of available Maintenance Support Services in Attachment 1 - Maintenance Support Services.

This AGREEMENT contains the following attachments and appendices: Attachment 1, "Maintenance Support Services"; Exhibit 1, Covered Components List and Pricing; Exhibit 2, Acceptable Use Policy (AUP).

**1. Definitions**

- 1.1. Principal Period of Maintenance ("PPM") - The days and hours of the days when the SERVICES are available for delivery to the CUSTOMER.
- 1.2. Response Time - Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon FORERUNNER receipt of maintenance service request from CUSTOMER, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.3. Service Level Agreement ("SLA") - The Response Time in which FORERUNNER will make commercially reasonable efforts to respond to CUSTOMER's reported maintenance incident.
- 1.4. Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than fifty percent (50%) of either the stations or terminals are inoperable.
- 1.5. Time and Materials (T&M) Rates - In the absence of a contractual agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.
- 1.6. Covered Components - Covered components are the hardware and/or software identified in Exhibit 1 under Covered Systems.
- 1.7. Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of COVERED COMPONENTS.
- 1.8. Incident Prioritization - Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the three priorities below, based on the impact to the customer's business
  - 1.8.1. High: System is down or there is a critical impact to the CUSTOMER 's business operations or operation of system is severely degraded, or significant aspects of the CUSTOMER's business operation are being negatively impacted by unacceptable System performance.
  - 1.8.2. Medium: Operational performance of the System is impaired while most business operations remain functional.
  - 1.8.3. Low: CUSTOMER requires information or assistance regarding FORERUNNER Product capabilities, or configuration capabilities. There is clearly little or no impact to the CUSTOMER's business operation. MAC - (Moves Adds Changes) Changes that are requested by the CUSTOMER to modify the functionality of the Covered Component.
- 1.9. SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX's, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention



## 2. Performance of Services

- 2.1. FORERUNNER shall provide the SERVICES selected in Attachment 1, "Maintenance Support Services", in this AGREEMENT for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List (Exhibit 1). FORERUNNER reserves the right to change the SERVICES from time to time, and CUSTOMER will be notified of any material changes or updates to the SERVICES which may affect CUSTOMER. FORERUNNER may use a subcontractor to provide the SERVICES without limitation.

## 3. Term and Termination

- 3.1. The "Initial Term" of this AGREEMENT shall commence on **05/01/2021** and shall end on **04/30/2022**.
- 3.2. Unless one party notifies the other of its intent to terminate this AGREEMENT at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) with 3.5% increase ("Extension(s)"), upon the same terms and conditions contained herein, except that FORERUNNER may adjust its service rates to conform to FORERUNNER prevailing local service rates for the next Extension. FORERUNNER shall furnish CUSTOMER with a written notice of any proposed increase in FORERUNNER service rates for the next Extension at least thirty (30) days prior to the anniversary date of the original term. Unless CUSTOMER exercises its right to terminate as set forth above, the CUSTOMER shall be deemed to have agreed to the adjusted service rates for the next extension.
- 3.3. FORERUNNER reserves the right to terminate or suspend performance under this AGREEMENT and discontinue providing SERVICES to CUSTOMER in the event CUSTOMER materially or repeatedly fails to comply with Acceptable Use Policy set forth in Exhibit 2 attached hereto. In such an event, FORERUNNER shall provide written notice to CUSTOMER of any violation prior to termination or suspension of this AGREEMENT and CUSTOMER shall have thirty (30) days to cure such failure.
- 3.4. If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- 3.5. Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Attachment immediately without notice.
- 3.6. Upon any valid termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party, and FORERUNNER shall refund CUSTOMER the unused portion of any prepaid service fees, less any other sums due and owing to Forerunner Technologies, Inc. at the time of the refund.

## 4. Service Fees

CUSTOMER agrees to pay a fee of **\$8,333.28** for the initial term of this Agreement. FORERUNNER reserves the right to adjust the yearly fee for Extensions of this Attachment. FORERUNNER will invoice CUSTOMER for the SERVICE fees (plus applicable sales taxes) on a recurring basis in advance according to the schedule selected below. Unless otherwise expressly agreed to by FORERUNNER in writing, payments are due within thirty (30) days from the date of invoice.

### Must Check One

Billing Interval:  Monthly  Quarterly  Semi-Annual  Annual  Prepaid (One Invoice)

SWA Reinstatement Fee \$ \_\_\_\_\_ (Invoiced as a onetime upfront fee, if applicable)

The fees under this Attachment do not include federal, state, or local taxes that may be applicable; such taxes will be additional billable items, which CUSTOMER agrees to pay unless CUSTOMER provides FORERUNNER with appropriate tax exemption documentation. If new or additional equipment is added to the System subsequent to the date of the initial term of this Attachment, a new service fee will be calculated, to reflect the increased scope of service.



## 5. Payment in Event of Early Termination of this Attachment

- 5.1. In the event CUSTOMER terminates this AGREEMENT before the expiration of the Initial Term or FORERUNNER terminates this ATTACHMENT as set forth in Section 3.2, 3.3 or 3.4 above, or FORERUNNER terminates the AGREEMENT for cause, FORERUNNER shall be entitled to receive, and CUSTOMER agrees to pay, an early termination charge, the amount of which shall be calculated by taking an average of the monthly fees for COVERED COMPONENTS assessed during the immediately preceding six (6) months, multiplied by the number of months remaining in the Initial Term.

## 6. Restrictions on use of Services

- 6.1. CUSTOMER agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

## 7. Customer Cooperation

- 7.1. CUSTOMER agrees to provide all information, access and full good faith cooperation reasonably necessary for FORERUNNER to deliver and provide the SERVICES and agrees that FORERUNNER delivery of the SERVICES depends upon CUSTOMER's timely cooperation and assistance as FORERUNNER may require. FORERUNNER shall bear no liability or otherwise be responsible for delays or failure in the provision of the SERVICES caused by CUSTOMER's failure to provide such information, cooperation, assistance or access.

## 8. Liabilities

- 8.1. FORERUNNER EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT. WITHOUT LIMITATION TO AND NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN IS INTENDED TO DIMINISH OR LIMIT ANY THIRD PARTY WARRANTIES WHICH WILL PASS THROUGH FORERUNNER TECHNOLOGIES, INC. AND INURE TO THE BENEFIT OF CUSTOMER.
- 8.2. FORERUNNER WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER FORERUNNER TECHNOLOGIES, INC. OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.
- 8.3. IN ADDITION TO THE LIMITATIONS SPECIFIED BY THE AGREEMENT, IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY FORERUNNER UNDER THIS ATTACHMENT, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO (1) TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO FORERUNNER AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING FORERUNNER ON THE DATE OF THE REFUND.

## 9. Licensed Technology

- 9.1. CUSTOMER agrees to provide FORERUNNER and its subcontractor with access to any information, materials, and technology owned, licensed, or controlled by CUSTOMER that FORERUNNER or its subcontractor reasonably requires for the purpose of enabling FORERUNNER or its subcontractor to perform the SERVICES (the "Licensed Technology").



## 10. Customer Acknowledges and Agrees that:

- 10.1. Criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented;
- 10.2. Information technology developments, configuration or implementation changes, software modifications (Including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures;
- 10.3. Information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools, which result in ever-growing security risks and potential for causing damage to persons and property;
- 10.4. FORERUNNER does not make any representation or warranty (a) that CUSTOMER's or any third party's information technology, software, information, equipment, facilities, or personnel are or will be, (i) secure or safe from harm or (ii) secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding, or (b) that Forerunner Technologies, Inc. will provide ongoing warnings regarding such exposures;
- 10.5. CUSTOMER is solely responsible for complying with the legal obligations of all local country data protection legislation, in particular with the legality of transmission of data to FORERUNNER or its subcontractor and the legal requirements for processing of data.

## 11. Customer Responsibilities

- 11.1. CUSTOMER is responsible for the physical security of the COVERED COMPONENTS.
- 11.2. CUSTOMER is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.
- 11.3. If CUSTOMER needs to send equipment to FORERUNNER, CUSTOMER agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.
- 11.4. CUSTOMER agrees to provide SSL, VPN and/or IP connectivity between FORERUNNER and CUSTOMER site and COVERED COMPONENTS for SERVICES.
- 11.5. CUSTOMER is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).
- 11.6. CUSTOMER is responsible for allowing access to all COVERED COMPONENTS as required by FORERUNNER and its subcontractor. Any access-control servers required to provision access will be provided by CUSTOMER.
- 11.7. CUSTOMER is responsible for the management, support and maintenance of any non-covered component.
- 11.8. CUSTOMER is responsible for providing and maintaining an escalation path among CUSTOMER personnel.
- 11.9. CUSTOMER is responsible for end-user training unless otherwise agreed to in writing.
- 11.10. CUSTOMER shall provide or make available to FORERUNNER in advance and in writing, any CUSTOMER processes or policies with which FORERUNNER and its subcontractor are expected to comply in connection with this ATTACHMENT.

## 12. Travel & Expense Guidelines

- 12.1. FORERUNNER will pass through the travel-related expenses that are reimbursable pursuant to its Travel and Expense Policy. All requests for reimbursable travel are subject to prior approval of the CUSTOMER's representative prior to the travel occurring. If required, FORERUNNER will provide the CUSTOMER with documentation of its travel-related expenses.



### 13. NOTICES

- 13.1. All notices required under this Attachment shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt

<b>Customer:</b>	<b>FORERUNNER TECHNOLOGIES, INC.</b>
University of North Texas System	150M Executive Drive
1901 Main Street	Edgewood, NY 11717
Dallas, TX 75201	Facsimile: 631-567-2098
940-565-4299	Business: 631-337-2100
Attention: Bryan Daniel, Telecom Manager	Attention: Contracts Department

### 14. Force Majeure

If FORERUNNER performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire strike, explosions, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of FORERUNNER, FORERUNNER shall be excused from such performance until the abatement of such cause(s). FORERUNNER is not responsible for any physical damage to COVERED COMPONENTS as a result of the causes or any other reasons.

### 15. Assignment

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of FORERUNNER, FORERUNNER may assign this contract to any parent company, subsidiary, or affiliate of Forerunner Technologies, Inc., or in connection with the sale of substantially all of the assets of FORERUNNER without Customer's consent.

### 16. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York.

### 17. Non-Waiver

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

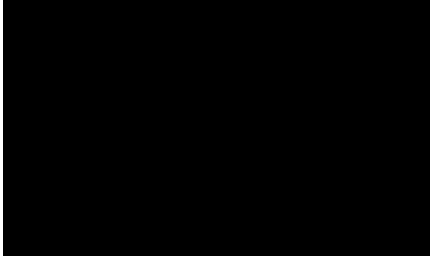
### 18. Entire Agreement

This Agreement, when executed by FORERUNNER and Customer, and approved by FORERUNNER constitutes the entire agreement between FORERUNNER and Customer with regard to Customer's Service by FORERUNNER. Any alterations or modifications to this Agreement must be in writing, and must be executed by both FORERUNNER and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.





IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this AGREEMENT to be duly executed.



\_\_\_\_\_  
ative (Print Name)

\_\_\_\_\_  
5/5/2021

\_\_\_\_\_  
Date



If CUSTOMER is a corporation; indicate the position or office held by the person signing this Attachment on the title line. If CUSTOMER is a partnership; the Attachment must be signed by all partners (or at least a "managing partner") with the word "partnership" on the title line. If the CUSTOMER is an individual, the phrase "Sole Proprietor" should be included on the title line.



## ATTACHMENT 1:

### Maintenance Support Services

#### 1. Maintenance Support Service Options

- 1.1. FORERUNNER shall provide the following Maintenance Support Services as indicated by the selected check-box next to the services descriptions below. The SERVICES purchased by CUSTOMER are listed in Exhibit 1.
- 1.2. Services Descriptions:

**X Parts Coverage:**

Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Exhibit 1 - Covered Components List and Pricing is found to be defective under normal usage, CUSTOMER will be entitled to a full replacement of the covered part. FORERUNNER shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of FORERUNNER.

This Service does not provide coverage for labor unless Onsite Support Services is also purchased. Any labor service provided by FORERUNNER shall be invoiced at FORERUNNER prevailing local labor rates at the time the service is performed, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.

Labor for non-covered service calls will be chargeable to CUSTOMER in accordance with FORERUNNER local prevailing hourly labor rates, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. However, parts and other material costs will be covered even for after-hours service under this ATTACHMENT. After hours service calls are billed at one and one-half times the T&M rate, and services calls on Forerunner Technologies, Inc. -observed holidays are billed at twice the T&M rate.

Parts Replacement includes FORERUNNER Advance Replacement Program: FORERUNNER will offer CUSTOMER parts replacement, subject to geographic availability. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. Forerunner Technologies, Inc. will use commercially reasonable efforts to provide Advance Replacement service for COVERED COMPONENT as follows:

- 1.2.1. Advance Replacement will ship the same day to arrive the next business day, provided both the CUSTOMER call to FORERUNNER for notification and FORERUNNER diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding FORERUNNER-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
- 1.2.2. Advance Replacements will be shipped using FORERUNNER preferred carrier, freight prepaid by FORERUNNER excluding import duties, taxes and fees, where applicable.
- 1.2.3. CUSTOMER has thirty (30) days to return the failed COVERED COMPONENT to FORERUNNER. If CUSTOMER fails to return the failed COVERED COMPONENT to FORERUNNER within thirty (30) days, CUSTOMER will be billed for the replacement cost of the COVERED COMPONENT. CUSTOMER agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if Customer does not return the original part(s) within thirty (30) days.

**Software Assurance:** *(Must be purchased if Parts Coverage & Support Services is selected)*

Software Assurance is manufactures software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, CUSTOMER is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CUSTOMER will be provided with access to FORERUNNER technical experts through FORERUNNER Technical Support Center who can help ensure CUSTOMERS current software for COVERED COMPONENTS includes all the latest features and bug fixes. CUSTOMER will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

FORERUNNER will make all software upgrades available, including any necessary licensing, from the manufacturers licensing server. However, FORERUNNER will be responsible for downloading and applying downloads for CUSTOMER when new software becomes available.

CUSTOMER is responsible for coordinating software upgrades from FORERUNNER as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. Software Assurance does not provide coverage for any labor or materials.

This Service does not provide coverage for any additional labor unless Dispatched Onsite Support Services or Dedicated On-Site Support Services is purchased.

**Remote Monitoring:**

Remote Monitoring provides remote monitoring of FORERUNNER voice network components. FORERUNNER fully automated monitoring system will immediately e-mail CUSTOMER of critical component alarms in order to help identify and isolate failures.

FORERUNNER will provide CUSTOMER with 24x7 remote monitoring of SNMP enables voice components and critical voice network functions in order to identify component and voice related network issues.

Remote Monitoring provides CUSTOMER notification of detected component alarms.

This service does not provide Incident Management of the detected component alarms. CUSTOMER is responsible for further troubleshooting detected component alarms unless This Service does not provide coverage for any additional labor unless Dispatched Onsite Support Services or Dedicated On-Site Support Services is purchased.

All hardware provided for the purpose of Remote Monitoring or Incident Management is the property of FORERUNNER and shall be returned to FORERUNNER at the customer's expense, upon termination or cancellation of the Agreement.



**X - Remote Support:**

Remote Support provides CUSTOMER with access to Forerunner Technologies' Technical Support Center and entitles CUSTOMER to technical phone support on hardware failures, configuration problems as well as connectivity and upgrade issues. In accordance with the provisions of this ATTACHMENT, FORERUNNER shall provide the CUSTOMER with following:

1. Assist CUSTOMER by telephone or e-mail.
2. Provide access to FORERUNNER Technical Support Center.
3. Provide customer with simple MAC requests that can be performed remotely within 45 minutes per incident. .

 **X - Dispatched Support Services**

Labor Support Services provides labor coverage to dispatch a technician to CUSTOMER site for onsite repairs or to resolve service problems. Onsite Repair also includes onsite preventative maintenance tasks and periodic testing of CUSTOMER communications system in order to ensure system reliability and stability.

FORERUNNER shall dispatch certified service personnel to CUSTOMER premises to perform necessary repairs, unless FORERUNNER is able to perform repairs from a remote location. FORERUNNER shall conduct remote diagnostic testing when applicable. Any service specifically requested by CUSTOMER outside Standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by FORERUNNER. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on FORERUNNER -observed holidays are billed at twice the T&M rate.

*The requested service level option for Dispatched Support Services is identified by the selection in section 2 - Maintenance Support Services Service Levels.*

*Dispatched Support Services does not provide parts coverage for faulty or defective parts unless Parts Coverage is also purchased.*

**Dedicated On-Site Support Services**

On-Site Support Services provides a dedicated FORERUNNER service technician(s) placed on CUSTOMERS premise to manage and maintain CUSTOMER's PBX platform and peripherals. FORERUNNER shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this ATTACHMENT.

PPM is 9x5 (Monday through Friday, excluding FORERUNNER -observed holidays, from 8 AM to 5 PM CUSTOMER local time zone unless otherwise authorized by FORERUNNER management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to ten (10) sick days per annum without backfill, credit, or refund of any payments made. Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at prevailing hourly T&M rates. Hours not expended upon the expiration of this Attachment will not be carried over or credited.

The requested Service Level option is selected below:

**Selected Service Level Option**

- Emergency after-hours services included.
- After hours on call dedicated technician services included.

***Dedicated On-Site Support Services does not provide parts coverage for faulty or defective parts unless Parts Coverage is also purchased.***

**2. Maintenance Support Services Service Levels**

2.1. FORERUNNER shall provide the SERVICES as specified in Attachment 1 - Maintenance Support Services of this ATTACHMENT. Performance metrics associated with the SERVICES are specified below. The SERVICES and Service Levels described in this ATTACHMENT are applicable only to the applications and components listed in Appendix 1 - Covered Components List.

**2.1.1. Service Level:**

PPM is 24x7 and SLA is four (4) hour response time to maintenance incidents of Major System Failure, and next business day response time to routine incidents as required.

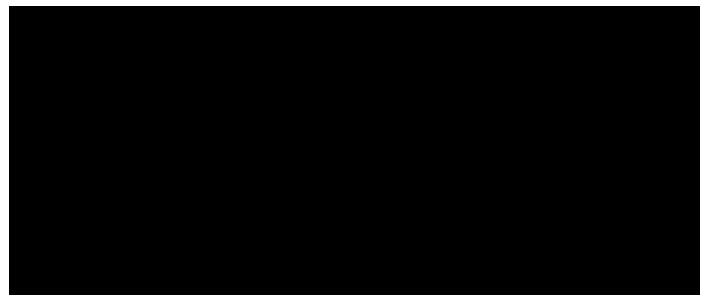
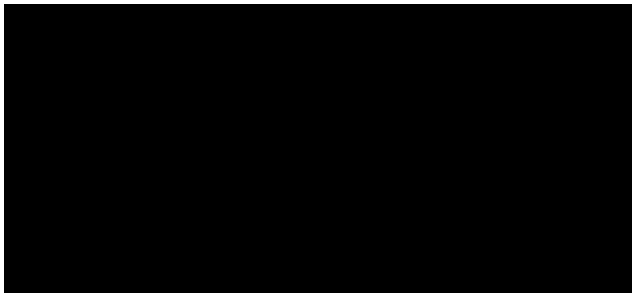
**3. Non-Covered Services**

3.1. FORERUNNER will attempt to respond promptly to all requests for service. If service is required outside FORERUNNER normal service hours, labor for such non-covered service calls will be chargeable to CUSTOMER in accordance with FORERUNNER local prevailing hourly labor rates and onsite hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically requested by CUSTOMER outside standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by FORERUNNER and on-site hours require a four (4)-hour minimum per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on FORERUNNER -observed holidays are billed at twice the T&M rate.

**4. Rework**

4.1. For any rework or additional work that FORERUNNER is required to perform because of inaccurate information provided by CUSTOMER and/or CUSTOMER's failure to perform its responsibilities under this ATTACHMENT, Forerunner Technologies, Inc. will invoice CUSTOMER on a time and materials basis and CUSTOMER agrees to pay such invoice.

**Acceptance acknowledged by duly authorized representative as of the date set forth below:**





## EXHIBIT 2 Acceptable Use Policy (AUP)

The Acceptable Use Policy for the SERVICES (the "Policy" or "AUP") is designed to protect FORERUNNER and its subcontractors, their customers, and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by FORERUNNER. FORERUNNER reserves the right to modify the Policy at any time.

Prohibited uses include:

- Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, and trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Forerunner Technologies, Inc. services may not be used to solicit Subscribers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
- Unauthorized use, or forging, of mail header information (e.g. "spoofing").
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
- Obtaining or attempting to obtain service by any means or component with intent to avoid payment.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Forerunner Technologies, Inc. Subscribers or end-users by any means or component.
- Knowingly engage in any activities that will cause a denial-of-service (e.g., mail bombs) to any Forerunner Technologies, Inc. Subscribers or end-users whether on the network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the Acceptable Use Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail- bombing, denial of service attacks, and piracy of software.
- Using FORERUNNER or its subcontractor's services to interfere with the use of the network by other Subscribers or authorized users.

Subscriber is responsible for the activities of its Subscriber base/representatives or end-users and, by accepting SERVICES from FORERUNNER or its subcontractors, is agreeing to ensure that its representatives or end-users abide by this Policy. Complaints about Subscribers/representatives or end-users of Subscriber will be forwarded to the FORERUNNER Subscriber's postmaster for action. If violations of the AUP occur, FORERUNNER reserves the right to terminate SERVICES with or take action to stop the offending Subscriber from violating the AUP as FORERUNNER deems appropriate, without notice. The then-current version of this AUP may be obtained, upon request, from FORERUNNER.



## STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

**Breach of Contract Claims Against UNTS.** Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, UNTS’ continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

**Travel Expenses.** Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination.

**Public Information.** UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTS records retention requirements; (2) to promptly provide contracting information to UNTS when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTS or to preserve all contracting information according to UNTS’ records retention requirements.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov’t Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

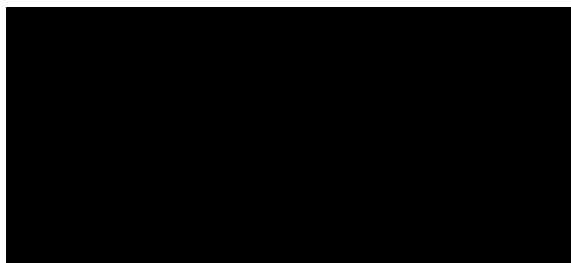
**Insurance.** UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

**Israel Non-Boycott Verification.** If the Agreement is subject to Texas Gov’t Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

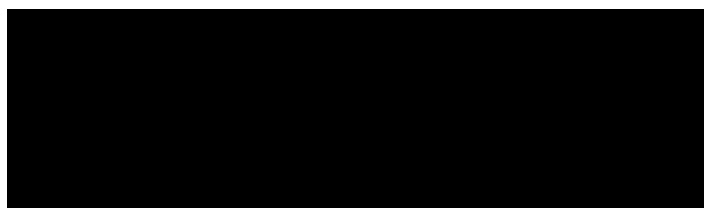
**Limitations.** UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

*SIGNATURE PAGE TO FOLLOW*

**FORERUNNER TECHNOLOGIES, INC.**



**UNIVERSITY OF NORTH TEXAS SYSTEM**



# Forerunner Technologies, LLC

<b>Vendor ID</b>	1592937938	<b>DIR Contract Number</b>	DIR-TSO-4337
<b>URL</b>	<a href="#">Vendor Website</a>	<b>Contract Term End</b>	1/7/2021
<b>HUB Type</b>	Non HUB	<b>Date</b>	
		<b>Contract Exp Date</b>	1/7/2024

## Contact Forerunner Technologies, LLC

<b>Contact</b>	<a href="#">Chuck Davenport</a>
<b>Phone</b>	<a href="#">(469) 502-8186</a>
<b>Fax</b>	N/A

## Contact DIR

<b>Contact</b>	<a href="#">Sandy Fang</a>
<b>Phone</b>	<a href="#">(512) 475-4650</a>
<b>Fax</b>	<a href="#">(512) 475-4759</a>