

**SERVICE AGREEMENT**

FILED  
TERRI ROSS  
COUNTY CLERK  
2021 MAY 28 PM 5:32  
UPSHUR COUNTY, TEX.  
BY [Signature]

This Service Agreement (this "Agreement") is entered into by and between Upshear County Library, a ("Member"), and LEARN: Lonestar Education and Research Network ("LEARN") on the date that the last party to execute this Agreement does so (the "Effective Date").

WHEREAS, LEARN is a nonprofit corporation that was created to operate a fiber optic network for research and education for use by and for the benefit of higher education and affiliated entities in the State of Texas.

WHEREAS, LEARN is a consortium of numerous organizations (currently more than 40) throughout Texas, which as of the Effective Date includes many public and private institutions of higher education, K-12 schools, community colleges, libraries and the National Oceanic and Atmospheric Administration (NOAA);

WHEREAS, LEARN connects these organizations together, and over 300 affiliated organizations, utilizing high-performance optical and packet-based network services, applications and other technologies, to help support their research, education, healthcare and public service missions;

WHEREAS, LEARN is also part of a national community of regional optical networks, and provides Texas connectivity to national and international research and education networks.

WHEREAS, LEARN has a business model and rate structure, created by Members, using a philosophy of "shared services" through economies of scale and the power of aggregation.

NOW THEREFORE, the parties agree as follows:

1. **SERVICE ORDERS.** During the Term of this Agreement, LEARN will provide to Member the Services described in the Service Orders attached by the parties to Appendix A as of the Effective Date, and if applicable also any Service Orders attached thereafter. That is, if after the Effective Date the parties agree to additional Service Orders those additional Services Orders will be executed by the parties, and then attached to this Agreement as part of Appendix A. The Services shall include the Network Services and, if applicable, any Add-On Services. Under no circumstances shall the Services be deemed to include 911 services.
2. **TERM.** The Term of this Agreement begins on the Effective Date and, unless more than one Service Order is executed under this Agreement, the Term of this Agreement ends 1 year after the "Service Start Date." The Service Start Date is the date in which LEARN commences providing any of the Services to Member. If more than one Service Order is executed under this Agreement, the term of this Agreement shall end when the last Service Order still in effect ends. Any Service shall be deemed accepted by Member unless (i) Member objects within seven (7) days of the Service State Date for such Service, and (ii) such objection is valid (i.e., the Service does not comply with the terms of this Agreement). In that event, the Service Start Date for such Service shall be the date of the commencement of such Service once LEARN resolves the issue so that the Service complies with the terms of this Agreement.
3. **PRICE AND PAYMENT.** Member agrees to pay LEARN as follows. Membership fees (which for Members who are Affiliate Members, means the applicable Affiliate Member fees) will be invoiced by LEARN to Member around the Effective Date, and thereafter around January 1 of each year, in accordance with LEARN's rate card then in effect. Membership fees shall be owed by Member in full for each calendar year in which this Agreement is in effect for all or a part of that year. Network Services invoices, which shall be based on the rates set forth in the applicable Service Orders for

Network Services, will be sent monthly by LEARN to Member, in advance, *provided, however*, that Member may pay for Network Services on a quarterly or annual basis, in advance if it wishes. Add-On Services, which are services that LEARN is reselling from upstream providers, will be set forth each month on the same invoice as Network Services unless otherwise stated in a Service Order, and the rates set forth for Add-On Services shall be based on the rates set forth in the applicable Service Order for Add-On Services. Member agrees to remit payment for each invoice in full to LEARN within 30 days of Member's receipt of the invoice. LEARN has the right to send invoices to Member electronically if LEARN wishes to do so.

4. **TITLE TO EQUIPMENT, OTHER FACILITIES, AND WIRING.** All equipment and other facilities and wiring (including fiber) utilized by LEARN in providing the Services shall remain the property of LEARN (or with respect to the Add-On Services, shall remain the property of the upstream provider whose services LEARN is reselling), and, as between LEARN, any upstream provider, and Member, title to the foregoing shall remain vested in LEARN, or the upstream provider in the case of the Add-On Services, throughout the terms of this Agreement and thereafter.

5. **RELIABILITY.** Except with respect to scheduled maintenance or matters beyond LEARN's control, the goal is for the Network Services to be available for use by Member at least 99.99% of the time during each calendar month throughout the Term, but LEARN cannot guarantee that such will occur and will not be in breach of this Agreement if such does not occur. For any calendar month in which the Network Services are not available to Member at least 99.99% of the time and the unavailability is due to matters, other than scheduled maintenance, that are within LEARN's control, the sole and exclusive remedy for Member shall be that LEARN shall issue a credit to Member equal to the charges for the Network Services to Member for one day (i.e. 1/30<sup>th</sup> of the monthly Network Services charges), which credit will be applied to the then-next monthly invoice for Network Services (or if Member pays invoices for Network Services on a quarterly or annual basis, then on the next quarterly or annual invoice, with the credit being the same amount. Member shall not receive a credit if the reason the goal referenced at the beginning of this Section 5 is not met for a calendar month is scheduled maintenance or any matters beyond LEARN's control, such as the occurrence of a force majeure event (described in Section 14 below), the actions or omissions of Member or any third party, or the equipment, other facilities, or wiring of Member or any third parties.

6. **REPRESENTATIONS AND WARRANTIES BY THE PARTIES.** Each party represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized and in good standing to conduct business in the State of Texas. Each party also represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, that its execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound, and that the individual executing this Agreement on behalf of such party has been duly authorized to act for and bind such party.

7. **LIMITATION ON LIABILITY AND DISCLAIMER OF WARRANTIES.**

(a) **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, MEMBER AGREES THAT THE MAXIMUM LIABILITY THAT LEARN SHALL HAVE TO MEMBER UNDER, ARISING OUT OF, OR RELATING TO THIS AGREEMENT SHALL BE THE AMOUNTS PAID BY MEMBER TO LEARN UNDER THIS AGREEMENT FOR THE PRECEDING 12 MONTHS, AND UNDER NO CIRCUMSTANCES SHALL LEARN BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER, ARISING OUT OF, OR RELATING TO THIS AGREEMENT, EVEN IF LEARN HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL LEARN BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING ANY UPSTREAM**

PROVIDERS. THIS PARAGRAPH 7 SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS ARE BROUGHT IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY THEORY OF RECOVERY, OR OTHERWISE.

(b) THE SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS, INCLUDING UNSCHEDULED OUTAGES, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LEARN EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EQUIPMENT OR OTHER FACILITIES OR WIRING WILL NOT BE CAPACITY CONSTRAINED, OR THAT THE SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED.

8. INDEPENDENT CONTRACTOR. LEARN is an independent contractor in connection with the provision of Services to Member under this Agreement, and neither party shall be considered an agent, employee or partner of the other party nor shall the parties be considered to be joint venturers. Neither party shall hold itself out as an agent, employee, or partner of the other party or as a joint venturer with the other party in connection with this Agreement. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except that LEARN is permitted to do as authorized elsewhere in this Agreement and either party is permitted to do as to the extent expressly authorized in a separate writing executed by the parties.

9. SEVERABILITY. If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

10. DISPUTE RESOLUTION. The parties shall promptly require representatives who have the authority to resolve any dispute between the parties meet with each other in an effort to amicably resolve any dispute before either party terminates this Agreement or files any type of legal or equitable action.

11. USE, RESTRICTIONS, SUSPENSION.

(a) Member shall permit only "Authorized End Users" to use the Services provided under this Agreement. Authorized End Users shall consist only of employees, staff, and students of Member, and guests of Member when such guests are visiting Member's property. If any person or entity uses any of the Services through Member, and such person or entity is not an Authorized End User, such person or entity shall be deemed an Unauthorized End User, Member shall be in breach of this Agreement as a result of this occurring, and, without limiting LEARN's rights and remedies for such breach, Member shall immediately notify LEARN and take all steps necessary to stop such use immediately. Authorized End Users and Unauthorized End Users shall collectively be referred to as End Users, and Member is responsible for all actions and omissions of each End User, all of which shall be attributable to Member for all purposes under this Agreement.

(b) Member shall not (i) resell the Services, or license, distribute or otherwise transfer the Services, or the rights to use the Services, to any third-party (but Member may allow Authorized End Users to use the Services as set forth in (a) above), (ii) use the Services in a manner that interferes with use of the Services by other customers or Members of LEARN, (iii) use the Services in violation of any applicable law, rule, or regulation or the rights of any third-party, or (iv) use the Services in a manner that interferes with LEARN's or any upstream provider's services, or operation of any equipment or other facilities or wiring. Without limiting LEARN's other rights and remedies under this Agreement,

if Member violates any of the restrictions above, or if LEARN otherwise deems it necessary to do so such as it where it is required by law, LEARN may suspend the Services.

## 12. CONFIDENTIALITY

(a) Member and LEARN agree that if either party provides confidential or proprietary information to the other party, including, but not limited to, technical and business information, pricing information, patentable ideas, trade secrets, existing and/or contemplated products and services, software, network schematics and designs, locations of components of security such as points of presence, hardware and platform utilized, technologies and protocols utilized, research and development, production information, cost information, profit and margin information, finances and financial projections, customers, clients, and current or future business models ("Proprietary Information"), such Proprietary Information shall be held in confidence by the receiving party, and the receiving party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The parties acknowledge and agree that any verbal information disclosed by either party to the other in connection with or pursuant to this Agreement that has not also been submitted in writing by the disclosing party to the receiving party shall be deemed to be Proprietary Information of the disclosing party only if the disclosing party indicates that the verbal information is confidential or proprietary when it provides it to the receiving party and the disclosing party also confirms in writing to the receiving party that the verbal information is confidential or proprietary within 5 days thereafter. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only to perform its obligations and exercise its rights under this Agreement, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon the request of the disclosing party. Proprietary Information of the disclosing party shall not be reproduced except to the extent necessary for the receiving party to perform its obligations under this Agreement, or as otherwise may be expressly permitted in writing by the disclosing party. The terms of this Agreement, including the pricing-related terms, are the Proprietary Information of LEARN. The mere existence of this Agreement is not confidential.

(b) The foregoing provisions of this Section shall not apply to any Proprietary Information which (i) at the time disclosed is publicly available other than through the disclosing party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation (subject to clause (c) below); (iii) is independently developed by the receiving party; or (iv) becomes available to the receiving party without restriction from a third party; provided that clauses (iii) and (iv) are not meant to apply to, or in any way limit, Member's obligation to keep the terms of this Agreement confidential.

Notwithstanding clauses (a) and (b) of this Section, the receiving party may disclose Proprietary Information of the disclosing party to the receiving party's employees, agents, and legal and financial advisors if necessary or appropriate in connection with this Agreement or in obtaining financing, provided that each such person or entity is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure. In addition, each party is responsible for the actions and omissions of its employees, agents, and legal and financial advisors to whom it provides any of the other party's Proprietary Information as to any uses or disclosures of such Proprietary Information by such employees, agents, and legal and financial providers.

(c) If the receiving party is required to disclose all or any part of the Proprietary Information of the disclosing party, each party agrees to discuss and work cooperatively, in good faith, with the other party, to protect, to the extent possible, those items or matters which the disclosing party deems confidential and which may, in accordance with applicable laws, be protected from disclosure;

including filing, or participating in filing, any documents with the Texas Attorney General to prevent disclosure under the open records laws.

13. **TERMINATION.** If either party commits a material breach of this Agreement, without limiting the other party's rights under this Agreement to seek additional relief to the extent not limited in this Agreement, the non-breaching party may terminate this Agreement if the breaching party does not cure such breach within 30 days after receipt of notice from the non-breaching party of the breach, which notice shall include the details of the nature of the breach. Upon the expiration of this Agreement, or the early termination of this Agreement pursuant to this Section 13, all Service Orders shall immediately terminate if they have not already terminated. In addition if this Agreement is terminated before its natural expiration due to any reason other than LEARN's material breach of this Agreement and failure to timely cure after receipt of notice, Member shall pay LEARN within 30 days after receipt of invoice, all amounts that LEARN owes or will owe any upstream provider in connection with Add-On Services that LEARN was providing to Member.

14. **FORCE MAJEURE.** Neither party shall be in breach of this Agreement or otherwise liable if its performance is prevented or delayed as a result of any event or circumstance beyond its reasonable control, including fires, floods, acts of God, acts of terrorism or war, outbreak of diseases or continuation of COVID 19-related issues, strikes, or failure of supply chains. A party invoking this force majeure clause shall promptly notify the other party. This provision does not apply to Member's obligations to pay amounts due or owed for the Services.

15. **GOVERNING LAW.** With respect to any action under, relating to, or arising out of this Agreement, the parties consent to the exclusive jurisdiction of the courts in Lubbock County, Lubbock Texas, and the parties also agree that venue is proper in and waive any objection to any action being brought in any of these courts. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its laws governing conflicts of law.

16. **NOTICES.** Except with respect to invoices as addressed in Section 3, all notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date personally delivered or deposited in the mail, as applicable, unless otherwise provided herein.

Member: Upshur County Public Library  
702 W Tyler St.  
Gilmer, TX 75644  
Attn: Cynthia King  
Telephone: (903) 843-5001  
Email: [upshurcountylibrary@yahoo.com](mailto:upshurcountylibrary@yahoo.com)

LEARN: LEARN  
PO Box 16920  
Lubbock, TX 79490  
Attn: Akbar Kara, President & CEO  
Telephone: (806) 743-7878  
Email: [contracts@tx-learn.net](mailto:contracts@tx-learn.net)

17. INSURANCE LEARN agrees to maintain, at LEARN's sole expense the following insurance coverage in at least the amounts specified:

- (a) Workers Compensation – Statutory Limits;
- (b) Employer's Liability – \$1,000,000 per accident and employee;
- (c) Commercial General Liability (including contractual liability) – \$1,000,000 per occurrence;
- (d) Product/Completed Ops – \$2,000,000 aggregate;
- (e) Auto Liability – \$1,000,000 combined single limit
- (f) Technology Errors & Omissions (including Network Security & Privacy Liability) – \$1,000,000 per occurrence

18. INDEMNIFICATION: To the extent allowable by Texas law, each party shall indemnify, defend and hold harmless the other and its affiliates, and officers, directors, employees, and agents of any of them, from and against third-party claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the negligence or willful misconduct of the indemnifying party, and Member shall also indemnify, defend, and hold harmless LEARN and its affiliates, and officers, directors, employees, and agents of any of them, from and against third-party claims, damages, losses and expenses, including attorneys' fees, brought by any End User, or arising from Member's use of any of the Services. The party seeking indemnification for a claim under this Section ("Indemnitee") shall give the party who is required to provide such indemnification ("Indemnitor") prompt notice of the claim, and shall to the extent requested by Indemnitor, at Indemnitor's cost and expense, provide reasonable assistance with the defense of the claim. Indemnitor shall have full and complete control over the defense and settlement of any claim but will not without Indemnitee's written approval enter into a settlement agreement that admits fault on the part of Indemnitee or requires Indemnitee to make any payment.

19. MISCELLANEOUS. This Agreement, which includes the Service Orders attached and/or subsequently attached hereto by the parties as Appendix A, as well as, but only for state agencies, public institutions of higher education or other state government entities of the State of Texas, Appendix B, constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. No additional or alternative terms or conditions or any alteration to this Agreement proposed by Member contained or referred to in a purchase order or other form or document submitted to LEARN shall be deemed to apply. There are no third-party beneficiaries to this Agreement. Member may not assign this Agreement nor transfer any of its rights or obligations under this Agreement to any third party unless Member receives LEARN's prior written consent. The failure of a party to enforce any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such provision, right or remedy in any other instance. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement. LEARN is not responsible for the content of any information transmitted or received through the Services, and LEARN exercises no control over, and accepts no responsibility for, the content of the information passing through any of the equipment, or other facilities or wiring.

ACCEPTED AND AGREED:

**LEARN: LONESTAR  
EDUCATION AND RESEARCH  
NETWORK**

**UPSHUR COUNTY LIBRARY**

DocuSigned by:  
*Akbar Kara*  
-----  
Signature

Akbar Kara  
President & CEO

May 28, 2021

Date

DocuSigned by:  
*Cynthia King*  
-----  
Signature

Cynthia King  
Director

May 28, 2021

Date

*Todd T*

Signature

Todd Tefteller

County Judge

May 28, 2021

Date

**APPENDIX A**

**Service Order #2021.01**

**Term: 1 Year (after services are provisioned and accepted)**

470 Name: Upshur County Library  
 470 Number: 210009574  
 Location: 702 W Tyler St., Gilmer, TX 75644

Service Descriptions	Period	NRC	Annual Amount	Funding Organization	
				TSLAC	LIBRARY
LEARN Affiliate Membership Fee	Year 1 (Month 1-12)	\$ -	\$ -	\$ -	\$ -
1Gbps Blended Commodity Internet	Year 1 (Month 1-12)	\$ -	\$ 7,200.00	\$ 7,200.00	\$ -
	<b>Year 1 Total</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>	<b>\$ 7,200.00</b>	<b>\$ -</b>

**Optional Renewal Terms:**

Service Descriptions	Period	NRC	Annual Amount	Funding Organization	
				TSLAC	LIBRARY
LEARN Affiliate Membership Fee	Year 2 (Month 13-24)	\$ -	\$ -	\$ -	\$ -
1Gbps Blended Commodity Internet	Year 2 (Month 13-24)	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00
	<b>Year 2 Total</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>
LEARN Affiliate Membership Fee	Year 3 (Month 25-36)	\$ -	\$ -	\$ -	\$ -
1Gbps Blended Commodity Internet	Year 3 (Month 25-36)	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00
	<b>Year 3 Total</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>
LEARN Affiliate Membership Fee	Year 4 (Month 37-48)	\$ -	\$ -	\$ -	\$ -
1Gbps Blended Commodity Internet	Year 4 (Month 37-48)	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00
	<b>Year 4 Total</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>
LEARN Affiliate Membership Fee	Year 5 (Month 49-60)	\$ -	\$ -	\$ -	\$ -
1Gbps Blended Commodity Internet	Year 5 (Month 49-60)	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00
	<b>Year 5 Total</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>

LEARN-provided Customer Premise Equipment (CPE): \$0 for the duration of the contract.

**LEARN Network Services includes the following:**

- Blended & Resilient Commodity Internet Service (no metering)
- Content Provider Peering & Caching Service (no metering)
- Access to LEARN's 24x7 NOC services

**Additional Notes:**

- LEARN requests that the Library pay the full amount due for the services to LEARN and receive the funding reimbursement directly from USAC on the FCC Form 472 (BEAR).
- Library will provide timely physical access for maintenance activities to the CPE located on site to LEARN staff and to LEARN's authorized partners.
  - o Access should be coordinated in advance and directly with the librarian or other authorized library/city personnel.



## APPENDIX B

This Appendix B shall only apply if Member is a state agency, public institution of higher education or other state government entity of the State of Texas.

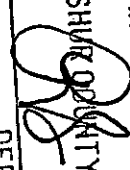
1. **DISPUTE RESOLUTION.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by to attempt to resolve any claim made for breach of contract that cannot be resolved in the ordinary course of business. Each party shall submit written notice of a claim of breach of contract to the other party, who shall examine the claim, make any counterclaim and negotiate with the other in an effort to resolve the claim.
2. **PUBLIC INFORMATION.** The Member strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to the Member, LEARN will make any information previously created or exchanged with the Member pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the Member.
3. **LOSS OF FUNDING.** If performance by Member under this Agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), and if the Legislature fails to appropriate or allot the necessary funds for Member to comply with this Agreement, then Member will promptly issue written notice to LEARN terminating this Agreement upon 90 days advance notice to LEARN, but if any amounts remain owed to LEARN at termination, Member will pay within 30 days after termination.
4. **NON-WAIVER.** If a Member is an agency of the State of Texas, nothing in the Agreement waives or relinquishes Member's rights to claim any exemptions, privileges, and immunities as may be provided by law.
5. **DEBTS OR DELINQUENCIES.** Pursuant to Section 2252.903, *Texas Government Code*, LEARN agrees that any payments due to LEARN under this Agreement may be applied toward certain debts or delinquencies that LEARN owes the State of Texas.
6. **CHILD SUPPORT.** Under Section 231.006, *Texas Family Code*, LEARN certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
8. **ELIGIBILITY CERTIFICATION.** Under Section 2155.004, *Texas Government Code*, LEARN certifies it is not ineligible to enter into this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
9. **BUY TEXAS.** To the extent applicable with respect to its performance under this Agreement, LEARN agrees to comply with Section 2155.441, *Texas Government Code*, requiring the purchase of products and materials produced in Texas when they are available at a price, quality, and time comparable to products and materials outside of the state.
10. **STATE AUDITOR'S OFFICE.** LEARN 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*. LEARN agrees to cooperate with

the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.

11. **NO FINANCIAL INTEREST.** To the best of each party's knowledge, no member of the Board of Regents of the Member has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

12. **NO BOYCOTT OF ISRAEL.** Pursuant to Section 2270.002, Texas Government Code, LEARN hereby (a) represents that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of it, boycotts Israel, and (b) except to the extent required or otherwise expressly permitted by applicable federal law, including, without limitation, 50 U.S.C. Section 4607 and 15 C.F.R. Part 760, agrees that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of it, will boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, the terms "boycotts Israel" and "boycott Israel" shall have the meaning assigned to the term "boycott Israel" in Section 2270.001, Texas Government Code.

13. **DEBARMENT:** LEARN certifies that it and its Principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

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