

West Order for Enterprise 911 Products and Services

1. General Information

Customer Name	Texas A&M University - Corpus Christi
Order Effective Date	Latest date signed below.
Term	Term of Agreement shall be for an initial term date of August 25, 2016 through August 24, 2017, with an option to renew Agreement annually up to additional 4 years. Original term with renewals shall not exceed 5 years without new agreement. Annual renewal letters shall be executed by the parties.
Master Agreement	Attached Master Purchase Agreement Terms
Products and Services Description and Terms	See https://www.west.com/legal-privacy/terms-conditions

2. Products and Services

West Safety Services, Inc. ("West") will provide the products ("Products") and services ("Services") as described in the corresponding Service Guides, Data Sheets and Support Terms located at the URL identified above. The prices below will apply to such Products and Services. Customer will fulfill its responsibilities stated in the Service Guides and Data Sheets and this order ("Order").

For Equipment and Software purchases, Customer must purchase Maintenance and Support Services to receive any support services. For all other Services, West will provide basic Technical Support Services. All of these are described in the Technical Support, Software License and Maintenance Terms located at the URL identified above.

Table C-ERS One Time Fees

Item Description	Item Code	Price	Notes
ERS Business Account Setup Fee	EN911-ERSSEF	\$6,750.00	Includes 10 hrs of Professional Installation Services

Table D-ERS Recurring Fees

Item Description	Unit of Measure	Item Code	Price per Unit	Notes	
Enterprise Endpoint	Per record/month	EN911-EPOMRC	Pricing Per Unit based on endpoint volume		True Tiered Pricing Endpoints in each tier will be charged at that tier's price. No pro-rata billing for records added or deleted in the current month
			Endpoints	Price	
			0-1000	\$0.90	
			1001-2500	\$0.60	
			2501-5000	\$0.35	
			5001+	\$0.25	
Enterprise 911 Service Minimum Monthly Charge	Monthly	EN911-MMRCEU	\$1,671.00 Based on 2285 endpoints as defined in the Pricing Notes and calculated using the Enterprise Endpoint tiered structure above).		No pro-rata billing for records added or deleted in the current month

Table E-ERS Usage Fees

Item Description	Unit of Measure	Item Code	Price per Unit	Notes
911 response center call fees	Per call	RE911-UNPRRC	\$75.00	The item will only be billed for calls routed to the ECRC from records that are not provisioned or in failure scenarios.

ERS Pricing Notes

- True Tiered Pricing means that Endpoints in each tier will be charged at that tier's price, resulting in a blended overall price based on volume. For example, using the pricing above, if 4500 Endpoints were billable in a month, the first 1000 would be charged at the price applicable to those Endpoints, the next 1500 would be charged at the price applicable to those Endpoints, and the next 2000 would be charged at the next highest price.

Table F-ERS Connectivity Options

Item Description	Unit of Measure	Item Code	Price per Unit	Notes
Enterprise VPN Tunnel	Per month, per pair of tunnels	EN911-NETSER	\$200.00	
Network to Network Interface to Emergency Routing Service	Per month	EN911-NETCXC	\$275.00	DS1-1.5 mbps NNI to LA and NY data centers.
Network to Network Interface to Emergency Routing Service Setup Fee	One time	EN911-NETCCS	\$700.00	DS1-1.5 mbps NNI to LA and NY data centers

Table H-Professional Services

Item Description	Unit of Measure	Item Code	Price per Unit
Professional Implementation Service Package, 40 hrs	Per package	PROSR-PPKG40	\$8,800.00
Professional Implementation-Additional Hourly Rate	Per hour	PROSR-PISHRR	\$250.00

Table J-Payment Schedule and Terms

Payment	Milestone	Invoice Frequency
ERS One Time Fees	On Order	One time-on order
ERS Recurring Fees	On activation of live service	Monthly (last day of the calendar month)
ERS Usage Fees	On activation of live service	Monthly (last day of the calendar month)
ERS Connectivity Options	On activation of live service	Monthly (last day of the calendar month)
Professional Services	On Order	One time-on order

2.1. General Pricing Notes

- One time fees are invoiced on receipt of Customer's purchase order. Recurring fees commence the earlier of (i) the date the Services are made available to Customer; or (ii) six months after receipt of Customer's purchase order.
- All prices are in USD unless otherwise noted in the table above.



- Recurring fees are not prorated for the first or last month.
- For billing and metrics purposes, Endpoints are defined as follows, as applicable:

Phone System	Endpoint licensing definition
Cisco Call Manager	Endpoints will be calculated using the number of phones devices registered in the CUCM. Customer to provide West with an updated count one year after contract signing and yearly thereafter.

3. Additional Terms

3.1. Out of Scope Services

Customer requests for services outside of this Order will require a separate change order executed by the parties.

3.2. Professional Services Terms

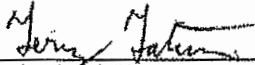
- Services. Unless otherwise specified in this Order, Professional Services include the following services:
 - Providing the Customer with remote installation and start-up assistance to effectively operate the Product. An experienced professional services engineer will work with Customer, via phone and Internet connection, to advise, configure, and test the Product;
 - Providing recommendations for product deployment and configuration;
 - Providing advisory and remedial support (product usage advice, software execution or functionality, interpretation of product technical documentation);
 - Scheduling delivery of the offering, in accordance with standard business practices and the earliest availability of West professional services engineer(s);
 - Proposing a high level project task list outlining the key service steps for the deployment;
 - Assisting Customer with product configuration and integration with the telephony and data network;
 - Assisting Customer with Emergency Response Location ("ERL") data validation and provisioning;
 - Assisting in the running product acceptance tests that verify:
 - IP connectivity between the various solution components,
 - Feature configuration,
 - Fallback scenarios, and
 - System performance.
 - Participating in regular project meetings;
 - Assisting Customer with troubleshooting, and correct any deficiencies;
 - Monitoring the deployed Product performance for a period of 30 days; and
 - Using remote access tools to facilitate problem solving, with Customer's approval.
- Exclusions. The following are not included in Professional Services, unless specifically agreed to in writing between West and Customer:
 - Modifications to the West supported software or hardware;
 - Services outside of the standard hours of coverage;
 - Services required due to improper treatment or use of the equipment or software by other than West personnel;
 - Services required due to unauthorized attempts by other than West personnel to repair, maintain, or modify the equipment and/or software;
 - Resolution of problems encountered due to 3rd party equipment and/or software;
 - Code, code examples, commands, sample commands or modifications to code or commands; and
 - Any onsite service.

- Professional Services are provided in blocks of time, which must be scheduled by Customer at least two Support Business Days in advance. The service hours are from 8:00 AM to 6:30 PM (Eastern Time), excluding weekends and West holidays ("Business Hours"). West will provide Professional Services outside of Business Hours ("Non-Business Hours") provided that Customer makes such a request at least two weeks prior to the date on which such Professional Services are required by Customer. Professional Services provided during Non-Business Hours will be provided at West's standard fees for Professional Services, provided that the Customer will be billed for a minimum of six hours for each day on which such Professional Services are provided during Non-Business Hours.
- Professional Services will be considered completed by West and accepted by the Customer at such time as: (a) acceptance testing is successfully completed, and (b) Customer has formally accepted and signed-off on the Professional Services.
- Customer may, from time to time, make changes to the scope of the Professional Services, provided that, to be effective, such changes must be in writing and agreed to by both parties in an amended work statement. If any such change results in an increase or a decrease in the total fees payable by Customer for the Professional Services, such increase or decrease in the total fees payable will be set out in the amended Purchase Order or otherwise in writing. Each amendment to the Professional Services may contain such additional terms and conditions as may be mutually agreed to by the parties.
- Customer Responsibilities. The Customer will:
 - Assign resources and prepare procedures for installation, administration, testing, operation, and support;
 - Provide a project manager to liaise with West personnel for all aspects of this installation activity;
 - Provide West with configuration details on the current data and telephony network configuration, topology, and any other information requested by a West professional services engineer;
 - Perform project planning based on Customer's requirements and West's recommendations;
 - Ensure that all site preparation, compatibility requirements, circuits, and other specified service prerequisites are met;
 - Configure all Customer premise equipment components;
 - Physically place, install, and connect Product on Customer premises; and
 - At Customer's approval, provide access to the Product via the appropriate remote access method, as required to improve Product installation time.
- Conditions of Services.
 - If security restrictions apply to any or all Customer systems to be supported by this Product, the Customer may be required to assume additional responsibilities for maintaining the system and/or software.
 - The installation service is limited to the most current version of software and/or firmware.
 - The ability of West to provide the Services is dependent on the Customer's local resources and their full and timely cooperation with West, as well as the accuracy and completeness of any information and data the Customer may provide West.
 - The Customer is responsible for contacting the vendor for repair or replacement of defective third-party products not supplied or supported by West.
 - The Customer is responsible for contacting the vendor to obtain support for third-party products not supplied or supported by West.


4. Entire Agreement

This Order is made under the Master Agreement first referenced above. This Order and its Appendices and terms referenced herein, along with the Master Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter. The order of precedence for any conflicts is: (i) this Order; (ii) the terms referenced at <https://www.west.com/legal-privacy/terms-conditions>; and (iii) the Master Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

TEXAS A&M -- CORPUS CHRISTI



Authorized Signature

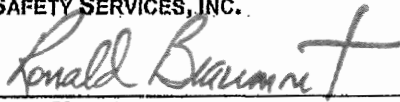
 Terry Tatum

Name Typed or Printed

Executive VP for Finance & Administration

Title Date signed

WEST SAFETY SERVICES, INC.



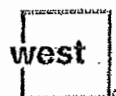
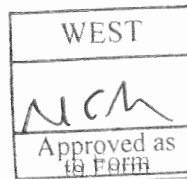
Authorized Signature

Ronald Beaumont

Name Typed or Printed

President Aug 31, 2016

Title Date signed



Master Purchase Agreement Terms

These Master Purchase Agreement Terms apply to the West services ("Services"), software object code and accompanying documentation ("Software") and/or hardware or other equipment ("Appliances") that Customer and West have identified in the quote or order between the parties to which this Agreement is attached or referenced (each, an "Order"). "Agreement" means this Master Purchase Agreement Terms and all Orders. "Affiliate" has the meaning in Rule 405 of the Securities Act of 1933, as amended. Services, Software and Appliances may collectively be referred to as the "Product."

1. Payment

1.1. Invoices. Customer will pay the fees described in Orders. Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. West will apply payments to the oldest outstanding invoice.

1.2. Taxes. Customer will bear all taxes, duties, and other government charges relating to the Services (including interest and penalties), except taxes based on West's income. Any tax exemption must be supported by appropriate documentation. Customer has provided its tax exemption certificate

1.3. Late Payments. Invoices not paid when due will bear interest from the due date at the lower of two percent per month or the highest allowable rate pursuant to Texas State law. Payment shall be made pursuant to Texas Government Code, Chapter 2261, Prompt Payment law. Customer may be subject to pay all reasonable costs of collection (including attorney fees). West may change payment terms or require a deposit, with 30 day written notice to Customer, upon an adverse change in Customer's financial condition or payment record.

1.4. Disputed Invoices. Customer must notify West within 30 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days of such notice.

2. Confidentiality

Each Party may disclose ("Discloser") confidential and proprietary information ("Confidential Information") to the other ("Recipient"). Confidential Information includes information that by its nature or context a reasonable business person would treat as proprietary, confidential, or private, even if not marked. Confidential Information includes, but is not limited to a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms or other business information. Recipient will hold such Confidential Information in confidence and will protect such information by all reasonable and necessary security measures. Confidential Information will not be disclosed except to a Party's employees or agents who have a need to know such Confidential Information to perform such Party's obligations under this Agreement. Customer agrees that West may (i) use Confidential Information in connection with delivery of Services, and (ii) disclose Confidential Information to public safety personnel and appropriate government agencies as reasonably necessary to deliver emergency calls, data and other Services and to comply with applicable laws, rules and regulations. Neither Party will have any rights in the other Party's Confidential Information and will return or destroy all such Confidential Information upon the termination of this Agreement or written request of the Disclosing Party. Confidential Information will not include information that: (a) was or becomes generally available to the public through no breach of this

Agreement; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by the Recipient without the use of Disclosing Party's Confidential Information.

3. Appliance and Software Terms

3.1. Technical Support, Software License and Maintenance. Terms relating to Technical Support, Software License and Maintenance Terms are located at www.intrado.com/terms.

3.2. Delivery. Software, including virtual appliances, will be made available to Customer for download at an accessible website or private FTP site. If Equipment is being delivered, it will be shipped FOB point of origin.

3.3. Configuration and Monitoring. Customer is responsible for properly configuring the Software and will monitor the configuration, operation and performance of the Software.

4. Limited Warranty

4.1. Software and Equipment. West warrants that for a period of 90 days after delivery, the Products, as originally delivered, when used in accordance with the documentation, will operate substantially in accordance with applicable specifications and functional descriptions set forth in the documentation.

4.2. Exclusions. The foregoing warranty will not apply if adjustment, repair or parts replacement is required because of (i) accident, neglect, misuse, failure of electric power, failure of Customer to provide appropriate environmental conditions or causes other than ordinary use; (ii) Customer repairs or alterations, or attempted repairs or alterations, of any Product, where such activity is not authorized by West; (iii) Customer supplied software or the addition of non-West product or interfacing; or (iv) disaster, including but not limited to fire, smoke, water, wind, earthquake or lightning.

4.3. Services Limited Warranty. West warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

West shall not provide to Customer any Services or Application that infringe any intellectual property, privacy, or other right of any party. If West becomes aware of any such possible infringement, West shall immediately so notify Customer in writing. West shall indemnify and defend Customer, The Texas A&M University System, its regents, officers, employees, representatives, agents, and students from

any corresponding claim, liability, or judgment pursuant to Section 6.1 below.

West warrants that the Application contains no viruses, malware, spyware, worm, trap door, back door, Trojan horse, or other code or instructions that may be used to modify, damage, or disable Customer's computer system or the Application itself.

EXCEPT AS STATED IN THIS SECTION, WEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY OR THAT THE PRODUCT OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

4.4. Customer Materials. Customer will provide information reasonably requested by West to perform the Services, including as applicable: telecommunication specifications; Customer or third party telephone numbers and location information; and network architectures and diagrams ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to the Customer Materials; (b) the Customer Materials will be accurate; and (c) West's use of the Customer Materials will not violate the rights of any third party.

5. Limitation of Liability

5.1. Limitation. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF WEST FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY WILL APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

5.2. Time Limit. ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

6. Indemnification

6.1. Infringement. West will (a) defend or settle any third party claim against Customer that the Products infringe any patent issued as of the Order effective date ("IP Claim"); and (b) pay any final judgment or settlement agreed to by West. These obligations will not apply if a claim arises in whole or in part from (1) Customer's alteration of the Products; (2) the Customer Materials or Products based on the Customer Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by West; (3) combination of the Products with the Customer Materials or any materials, products or services not provided by West; or (4) any

third party products or services. If an IP Claim occurs or West believes may occur, West may (1) obtain the right to continue to provide the Products; (2) modify the Products so they are non-infringing and in compliance with this Agreement; (3) terminate Customer's license to the Software and return a portion of the amounts paid by Customer for the Software based on a three year amortization. This Section describes Customer's exclusive remedy for any infringement claims.

6.2. West Indemnity. West will indemnify, defend and hold harmless Customer, its Affiliates and their officers, directors, employees and agents from third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by West's gross negligence or willful misconduct.

6.3. Customer Indemnity. To the extent permitted by the Constitution and laws of the State of Texas, Customer will indemnify, defend and hold harmless West, its Affiliates and their officers, directors, employees and agents from Claims (a) relating to the Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

6.4. Procedures. The indemnified party will (a) notify the other party of any IP Claim or Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. Notice of an IP Claim must include a claim chart showing how the Services infringe the patent claims. This claim chart will not impact either party's rights or remedies under this Agreement. The indemnifying party may settle any IP Claim or Claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

7. Termination for Default

If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Agreement or applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if West uses good faith efforts to cure.

8. Intellectual Property

8.1. West IP. West retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services except for the Customer Materials (collectively, including all intellectual property rights, "West IP"). West grants Customer a non-exclusive, non-transferable license during the term to use the West IP only to the extent required to utilize the Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under West IP. West IP is West's Confidential Information. Customer will cooperate to take such actions reasonably requested to vest ownership of West IP in West.

9. Insurance

West will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies and will designate the other party as an Additional Insured. On request, the party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy. West acknowledges that, because Customer -CC is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Customer-CC or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of Customer is provided by Customer-CC as mandated by the provisions of Chapter 502, *Texas Labor Code*. Customer shall have the right, at its option, to (a) obtain liability insurance protecting Customer -CC and its employees and property insurance protecting Customer's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by Customer as a result of its operations under this Agreement.

10. Miscellaneous

10.1. Force Majeure. Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities or suppliers.

10.2. Independent Contractors; Beneficiaries. The parties are independent contractors. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits Customer and West only; there are no third party beneficiaries, including Customer's customers.

10.3. Interpretation; Conflict; Severability. "Including" means including, without limitation. "Days" means calendar days. Any provision held unenforceable by a court will be enforced to the

fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. This Agreement may be modified or amended only in a writing signed by the parties.

10.4. Assignment. This Agreement will be binding on the permitted successors and assigns. Neither party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld, except that West may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets without consent. West shall notify Customer no less than 30 days prior to assignment. Customer shall have the option to terminate this Agreement without penalty.

10.5. Applicable Law and Remedies. If Customer is a Canadian-based customer, this Agreement is governed by Ontario law, without regard to choice of law principles, and each party consents to personal jurisdiction and exclusive venue in the courts in Toronto. If Customer is a U.S.-based customer, this Agreement is governed by Texas law, without regard to choice of law principles, and each party consents to personal jurisdiction and exclusive venue in the courts in Nueces County, Texas. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement.

10.6. Compliance with Laws. Each party has or will timely obtain all consents, licenses, permits and certificates required to perform under this Agreement. Each party will comply with laws, rules, regulations and court orders applicable to it or the Services. West may cease or modify the Services or the terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with West's Code of Ethical Business Conduct located at <https://www.west.com/legal-privacy/terms-conditions>.

10.7. Advertising and Publicity. Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech or publicity, without the other party's prior written consent.

10.8. Affiliates; Changes. Services may be provided, in whole or part, by West or its Affiliates. West Communications, Inc. may provide regulated portions of the Services. West may modify or improve Services during the term.

10.9. Notices; Entire Agreement; Survival; Signature. All notices must be in writing and delivered to Customer's billing address to the attention of the Director of Contracts and Property, or West at 1601 Dry Creek Dr., Longmont, CO 80503, attn: Legal Department. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement.