

**CONTRACT C2020-1840, INDUSTRIAL COMMUNICATIONS SAT RADIO**  
**09/01/20-08/31/21 with 3 optional renewals, \$800,000 Not To Exceed Budget**

**Executed: Future**

This contract will be in effect on the start date of 9/1/2020 at 12:00 AM CDT.

**C2020-1840**

Satellite Equipment MSAT

Type: Telecommunications Equipment & Supplies

2nd Party: INDUSTRIAL COMMUNIC...

Dates: 9/1/2020 - 8/31/2021

Version: Renewal 0, Amendment 0

**Total Contract Value (TCV)**

TCV: -

▼ Lifetime Spend (USD)

PR: 0.00

PO: 0.00

Invoice: 0.00

**Summary**

**Contract Summary**

**Header**

Contract Name \* Satellite Equipment MSAT

Contract Type Telecommunications Equipment & Supplies

Currency US Dollar

Second Party \* INDUSTRIAL COMMUNICAT SAT RADIO COMMUNICATIONS DBA

**Dates And Renewal**

Start Date 9/1/2020 12:00 AM CDT

Update Start Date Upon Execution ✖

End Date 8/31/2021 11:59 PM CDT

**Contract Managers**

David Kirk DMKIRK@TAMU.EDU  
+1 979-862-5990

Mary Williams ME-WILLIAMS@TAMU.EDU  
+1 979-458-7434

▼ **Additional Details**

Details

Contract for MSAT Satellite equipment. Previous C20201245. Contract may be renewed 3 additional years per DIR Contracts DIR-TSO-4115 DIR-TSO-3963 Renewal 1 - 9/1/21-8/31/22 Renewal 2 - 9/1/22 - 8/31/23 Renewal 3 - 9/1/23 - 8/31/24 Items and pricing to be reviewed each year prior to renewal. Termination TDEM may at any time by written notice suspend or cancel this Purchase Order without cause. This Purchase Order and any TDEM Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas. Either Contractor or TDEM may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period. TDEM may terminate this Purchase Order immediately without further notice if Contractor: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors. In no event will such termination by TDEM as provided for under this section give rise to any liability on TDEM's part including, but not limited to, Contractor's claims for compensation for anticipated profits, un-absorbed overhead, or interest on borrowing. TDEM's sole obligation hereunder is to pay Contractor for Goods or Services received prior to the date of termination.

▼ **eProcurement, Budget, and Spend**

Active for Shopping



Automatically Apply



Purchases from this  
Supplier to this Contract

PO Spend

0.00 USD  
(800,000.00 USD Remaining)

Invoice Spend

0.00 USD  
(800,000.00 USD Remaining)

**Budget** 800,000.00 USD

PR Spend 0.00 USD  
(800,000.00 USD Remaining)

> **Applies To**

> **Goods and Services**

> **PO Clauses**

▼ **Comments**

▼ **General Contract Info**

Contract for MSAT Satellite equipment. Previous C20201245. Contract may be renewed 3 additional years per DIR Contracts DIR-TSO-4115 DIR-TSO-3963 Renewal 1 - 9/1/21-8/31/22 Renewal 2 - 9/1/22 - 8/31/23 Renewal 3 - 9/1/23 - 8/31/24 Items and pricing to be reviewed each year prior to renewal.

**Termination Clause:**

TDEM may at any time by written notice suspend or cancel this Purchase Order without cause.

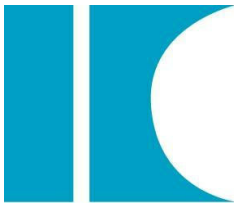
This Purchase Order and any TDEM Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

Either Contractor or TDEM may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period. TDEM may terminate this Purchase Order immediately without further notice if Contractor: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors.

In no event will such termination by TDEM as provided for under this section give rise to any liability on TDEM's part including, but not limited to, Contractor's claims for compensation for anticipated profits, un-absorbed overhead, or interest on borrowing. TDEM's sole obligation hereunder is to pay Contractor for Goods or Services received prior to the date of termination.

**No Collect Freight Charges Accepted:**

Neither COD nor "Collect" freight or handling charges will be accepted.



# INDUSTRIAL COMMUNICATIONS

July 2, 2020

Texas Division of Emergency Mgmt.  
Attn: Joanna Morgan  
(512) 377-0065  
Joanna.morgan@tdem.texas.gov

**CONTRACT NUMBER FOR FY21 IS**  
**C2020-1840, 09/01/20-08/31/21, with 3**  
**OPTIONAL RENEWAL TERMS**  
**noted by J Morgan 08/19/20**

Hello Joanna,

Thank you for your quote request. Please review the quote below with DIR pricing for contracts C20201245 and 405-17-P011148. DIR Contract DIR-TSO-4115 and DIR-TSO-3963 under SAT Radio Communications/dba Industrial Communications.

MSAT-G2 LM Includes: 2100TU, IPR750 Handset, Antenna Cable, Antenna \$4,420.00  
Part Number SATRAD-G2V-IP  
Contract Number C20201245

Mag Mount Antenna Kit \$ 260.00  
Part Number SATRAD-MMK  
Contract Number C20201245

APX Mobile Interface Cable \$ 309.00  
Part Number  
Contract Number C20201245

MSAT-G2 PTT Interface \$1,275.00  
Part Number  
Contract Number C20201245

Commissioning (Activation) of MSAT Unit \$ 50.00  
Part Number  
Contract Number C20201245

Vehicle Kit installation: Installation at Shop includes Pigtail with Shrink Wrap \$ 39.95  
Part Number  
Contract Number C20201245

TNC Feed-Thru \$ 10.92

Part Number 7003271

Contract Number C20201245

MSAT-G2 LM Includes: 2100 TU with Mounting Bracket, Power Cable, Handset, 20ft Antenna Cable, Antenna \$4,420.00

Part Number SATRAD-G2V-IP

Contract Number C20201245

MSAT-G2 Go Kit Includes: MSAT G2, Handset, 20ft Antenna Cable, Satellite antenna, PTT Interface, APX Handheld Int \$8,216.26

Part Number

Contract Number C20201245

Rack Shelves - Sliding \$ 141.63

Part Number

Contract Number C20201245

Open Rack - Small - approx 48" high \$ 201.44

Part Number

Contract Number C20201245

APX Extension Cable \$ 36.00

Part Number PMKN4093A

Contract Number C20201245

Installed & Interfaced with existing APX Mobile Radio in vehicle in shop \$ 630.00

Part Number

Contract Number C20201245

Labor to Create Pigtails \$ 39.75

Part Number

Contract Number C20201245

SpaceCom MSAT-G2 Pole Mount \$ 314.50

Part Number 101213

Contract Number C20201245

RG-58 Coax	\$ .82FT
Part Number	
Contract Number C20201245	
Terminal Unit (TU)	\$2,460.75
Part Number SATRADTU	
Contract Number C20201245	
Tripod	\$ 88.00
Part Number TRT60	
Contract Number C20201245	
Installation of Pole Mount on Tripod	\$ 39.50
Part Number	
Contract Number C20201245	
HE-5000 Handi-Remote	\$ 845.75
Part Number HE-5000	
Contract Number C20201245	
TNC Connector for RG-58	\$ 4.09
Part Number	
Contract Number C20201245	
MSAT-G2 PTT Interface	\$1,275.00
Part Number	
Contract Number C20201245	
RF Cable LMR 600	\$ 12.50FT
Part Number	
Contract Number C20201245	
7 Watt Audio Amp	\$ 57.26
Part Number	
Contract Number C20201245	
Prostar 15 Solar Charger	\$ 181.82
Part Number	
Contract Number C20201245	

4 inch Speco Speaker \$ 24.20  
Part Number  
Contract Number C20201245

MSAT-G2 LM Includes: 2100TU, IPR750 Handset, Antenna, 20ft Antenna Cable, Antenna \$4,420.00  
Part Number SATRAD-G2V-IP  
Contract Number C20201245

MSAT-G2 Antenna \$2,380.00  
Part Number SATRADLMA  
Contract Number C20201245

MSAT-G2 H2 Handset \$ 714.56  
Part Number SATRAD-H2  
Contract Number C20201245

Commissioning (Activation) of Satellite Equipment \$ 50.00  
Part Number  
Contract Number C20201245

Mileage \$ 1.00 PER MILE  
Part Number  
Contract Number C20201245

Battery Charger - Portability Kit \$ 156.98  
Part Number  
Contract Number C20201245

Audio Wire - to support wall mounted speakers (may be listed as Black lamp wire) \$ .35FT  
Part Number  
Contract Number C20201245

MSAT-G2 Fixed Includes: 2100 TU, Handset, LS221, Pole Mount, 150ft Antenna Cable, Antenna \$5,049.00  
Part Number SATRAD-G2F-IP  
Contract Number C20201245

25-Port Patch Panel Part Number 24458FT-CSE Contract Number C20201245	\$ 166.60
RJ-45 Connector Part Number Contract Number C20201245	\$ .64
LMR-600 Plenum Rated Coax Part Number Contract Number C20201245	\$ 12.50FT
Rack Mountable Shelf Part Number CS1919VM Contract Number C20201245	\$ 104.37
Labor (Onsite Labor charge at DIR rate) Part Number Contract Number	\$ 70.00 HOURLY
Speakers - Wall Mountable Type Part Number CBS-240 Contract Number C20201245	\$ 59.34
RF Cable RG 142 Part Number Contract Number C20201245	\$ 3.96FT
RF Cable - Miscellaneous, as required per installation Part Number Contract Number C20201245	\$ 1.00FT
APX Interface Cable for XTS 2500 Hand Held Radio Part Number Contract Number C20201245	\$ 309.00
Plenum Rated Cat-5 Cable (formerly 450ft length) Part Number Contract Number C20201245	\$ 1.05FT



TNC Connector for LMR-600 Part Number Contract Number C20201245	\$ 29.26
Hardware Installation Part Number Contract Number C20201245	\$ 250.00
Installation at Austin site (TBD) Part Number Contract Number C20201245	\$2,500.00
Portability Upgrade Kit Part Number Contract Number C20201245	\$3,960.00
Rack Shelves - Fixed Part Number Contract Number C20201245	\$ 56.81
Open Rack - Large - approx 72" high Part Number Contract Number C20201245	\$ 210.54
Speakers - Vehicle / Portability Kit Type Part Number CBS-240 Contract Number C20201245	\$ 59.34
RF Cable RG 58 Part Number Contract Number C20201245	\$ .82FT
APX Interface Cable for APX 7000 Hand Held Radio Part Number Contract Number C20201245	\$ 309.00
TNC Cap Cover Part Number Contract Number C20201245	\$ 4.65

Soniel Battery Charger \$ 152.60  
Part Number  
Contract Number C20201245

12 Volt 12 Amp Battery \$ 55.98  
Part Number  
Contract Number C20201245

Pigtail \$ 27.94  
Part Number  
Contract Number C20201245

Waterproof Shrink Wrap for Pigtails \$ 14.87  
Part Number  
Contract Number C20201245

Power Supply-Single Unit \$ 149.84  
Part Number  
Contract Number C20201245

Power Supply-Multiple Units \$ 149.84 EACH  
Part Number  
Contract Number C20201245

APX Extension Cable - Part # PMKN4093A \$ 39.60  
Part Number PMKN7093A  
Contract Number C20201245

25 Amp Power Supply \$ 149.84  
Part Number  
Contract Number C20201245

MSAT-G2 LM Portability Kit: Hand Held APX configuration Includes: MSAT G2 LM with mounting bracket, Power cable , IPR750 Handset, 20ft Antenna Cable, Satellite antenna

\$8,216.26

Part Number  
Contract Number C20201245

Miscellaneous Parts The exact cost of the miscellaneous part will be enter prior to Release  
\$ 25.00

Part Number

Contract Number C20201245

All-in-One MSAT-G2 Go Kit Includes: MSAT G2 LM with mounting bracket, Power cable , IPR750 Handset, 20ft  
Antenna Cable, Satellite antenna, All in one Portability case. \$7,678.00

Part Number

Contract Number C20201245

20 ft. SPAC-AC-1019 MSAT G2 Antenna Cable \$ 131.75

Part Number

Contract Number C20201245

Commission Service Checkout U/P \$ 238.00

Part Number

Contract Number C20201245

Troublushooting Portability Kit \$ 159.00

60ft SATRAD Antenna Cable \$ 244.80

150ft SATRAD Antenna Cable \$ 700.40

Thank you,

**Barbara Muzny**  
**Account Manager**  
**(210) 226-3682 Ext. 501**  
**(210) 226-1100 Fax**  
**(210) 364-6082 Cell**  
[bmuzny@indcom.net](mailto:bmuzny@indcom.net)

Industrial Communications 1019 E. Euclid, San Antonio, TX 78212

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**SAT RADIO COMMUNICATIONS, LTD.**

**1. Introduction**

**A. Parties**

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and SAT Radio Communications, Ltd. (“Vendor”), with its principal place of business at 1019 E Euclid Avenue, San Antonio, Texas 78212.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-426, on November 14, 2017, for Motorola Branded Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-426 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-426, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-426, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date

stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Motorola branded products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to the technical services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

Discount off MSRP offered to DIR as set forth in Appendix C, Pricing Index shall remain unchanged during two (2) year commencing on the last date of approval by DIR and Vendor and one (1) optional two-year term.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:  
Kelly Parker, CTPM, CTCM

Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Kayla LaCombe  
SAT Radio Communications, Ltd.  
1019 E Euclid Avenue  
San Antonio, Texas 78212  
Phone: (210) 226-3682  
Email: [klacombe@indcom.net](mailto:klacombe@indcom.net)

**7. Software License Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Vendor Shrink/Click Wrap License Agreements, Vendor Service Agreements or linked or supplemental Vendor documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's

initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements do not apply to contracts between Customer and software publisher.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions have been agreed to by DIR and Vendor.

(Remainder of Page Intentionally Left Blank)

This Contract is executed to be effective as of the date of last signature.

**SAT RADIO COMMUNICATIONS, LTD.**

**Authorized By:** Signature on File

**Name:** Kayla LaCombe

**Title:** Executive Administrator

**Date:** 3/15/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 3/20/2018

**Office of General Counsel:** DB 3/19/2018



**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**SAT RADIO COMMUNICATIONS, LTD.**

**1. Introduction**

**A. Parties**

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and SAT Radio Communications, Ltd. (“Vendor”), with its principal place of business at 1019 E Euclid Avenue, San Antonio, Texas 78212.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-398, on February 16, 2017, for Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-398 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-398, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-398, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be two (2) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) optional two-year term and one (1) optional one-year term. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647

Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Kayla LaCombe  
SAT Radio Communications, Ltd.  
1019 E Euclid Avenue  
San Antonio, Texas 78212  
Phone: (210) 226-3682  
Email: [klacombe@indcom.net](mailto:klacombe@indcom.net)

**7. Software License Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer’s authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions have been agreed to by DIR and Vendor.

**(Remainder of Page Intentionally Left Blank)**

This Contract is executed to be effective as of the date of last signature.

**SAT RADIO COMMUNICATIONS, LTD.**

**Authorized By:** Signature on File

**Name:** Kayla LaCombe

**Title:** Executive Administrator

**Date:** 8-3-2017

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 8/11/2017

**Office of General Counsel:** DB 8/7/2017