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**FIRST AMENDMENT
TO
HOSTING SERVICES AGREEMENT
BETWEEN
REEL SCOUT, INC.
AND THE**

TEXAS FILM COMMISSION, A DIVISION OF THE OFFICE OF THE GOVERNOR OF TEXAS

This First Amendment to the Hosting Services Agreement ("First Amendment") is made and entered into by and between the Texas Film Commission, a Division of the Office of the Governor of Texas, hereinafter referred to as "OOG," and Reel-Scout Inc., hereinafter referred to as "Contractor." OOG and Contractor are hereinafter referred to collectively as the "Parties."

INDUCEMENTS

WHEREAS, the OOG and Contractor agreed to and executed a Hosting Services Agreement effective March 30, 2012, hereinafter referred to as the "Original Contract," whereby Reel-Scout provides hosting and maintenance services to the OOG in connection with use of the Reel-Scout Location and Project Management System by the Texas Film Commission; and

WHEREAS, the term of the Original Contract has been automatically renewed five times for successive 12-month periods in accordance with its terms; and

WHEREAS, the OOG intends that the Original Contract be renewed for an additional 12-month period to cover the state fiscal-year from September 1, 2018 through August 31, 2019; and

WHEREAS, the OOG requires Original Contract to be amended to incorporate certain additional terms and conditions imposed by current OOG procurement policy and state law; and

WHEREAS, the Parties intend to create a new contract consisting of the provisions of this First Amendment and the remaining unchanged provisions of the Original Contract.

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein, the Parties agree as follows:

SECTION 1. AMENDMENTS. The following amendments to the Original Contract as set forth herein shall be effective as of September 1, 2018:

Certain Terms and Provisions. The Parties agree to amend the Original Contract, Section 1, *Certain Terms and Provisions*, to read as follows:

"1. Certain Terms and Provisions. The Terms and Provisions contained in Exhibit A (Security, Security Penetration Testing, and Additional Specifications) and Exhibit B (the OOG Standard Terms and Conditions), both attached hereto, are hereby incorporated by reference and shall govern this Agreement in addition to Sections 1 through 11 hereof. The OOG Standard Terms and Conditions as set forth in Exhibit B shall control and supersede over any conflicting provisions of this Agreement."

SECTION 2. ENTIRE AGREEMENT

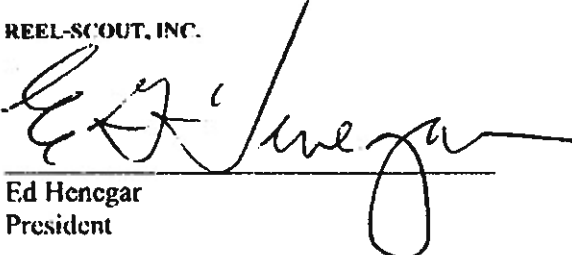
The entire agreement between the OOG and Contractor consists of the provisions of this First Amendment and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this contract. To the extent of any conflict between this First Amendment and the Original Contract, the terms of this First Amendment control and supersede over any prior or contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written.

OFFICE OF THE GOVERNOR

REEL-SCOUT, INC.



Chief of Staff or Designee



Ed Hencgar
President

Date: 8/31/18

Date: 8-28-18

**EXHIBIT B - OOG STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF PURCHASE ORDER/CONTRACT.
ANY EXCEPTIONS MUST BE IN WRITING.**

PAYMENT. Contractor shall submit invoices to ap@gov.texas.gov or mail to Office of the Governor, P.O. Box 12878, Austin, Texas 78711. Invoice must include OOG purchase order number. OOG will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services or receipt of a correct invoice, whichever is later. Payments will be made in accordance with Chapter 2251, Government Code.

CONTRACTOR ACCESS. Contractor shall comply with all access routes, entrance gates or doors, parking and storage areas, and other necessary Contractor access, along with any imposed time limitations, as designated by OOG.

CONFLICTS OF INTEREST; DISCLOSURE OF CONFLICTS; DISCLOSURE OF INTERESTED PARTIES. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to the OOG under any contract resulting from this bid, and that Contractor's provision of the requested goods or services will not reasonably create an appearance of impropriety. Contractor has a continual and ongoing obligation to immediately notify OOG in writing, upon discovery of any actual or potential conflict. In addition, Section 2252.908, Texas Government Code and the administrative rules of the Texas Ethics Commission (TEC) at Title 1, Chapter 46 of the Texas Administrative Code, require certain contractors to file a Disclosure of Interested Parties Form 1295 (Form 1295) with the TEC and the OOG. The OOG may require the Contractor to complete and file the Form 1295 at the time of contract execution and/or prior to the execution of any amendment of the contract."

Contractor makes the following certifications and warranties and agrees that payments under this Contract can be withheld and this Contract terminated, without further notice, if the Certifications and Warranties are inaccurate or false:

Delinquent Child Support Obligations. Contractor certifies that it is not ineligible to receive any payment under this Contract pursuant to Section 231.006, Family Code. If applicable, Contractor has provided the name and social security number of each person (sole proprietors, firm owners, partners, or shareholders) with at least 25% ownership in the Contractor (business entity)

Buy Texas. If Contractor is authorized to make purchases under this Contract, it certifies that it will buy Texas products, services and materials when available at a comparable price and in a comparable period of time.

Iran, Sudan or Foreign Terrorist Organization. Grantee certifies that it: (i) is not a "Listed Company," as identified by the Texas Comptroller of Public Accounts or the Texas Pension Review Board, (ii) is not engaged in "routinized business operations" as defined by Tex. Gov't Code, § 806.002 or 807.002, and (iii) does not have contracts with or provide supplies or services to a "foreign terrorist organization" as defined by Tex. Gov't Code, § 2252.151(7).

Israel. Contractor verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Gift to Public Servant. Contractor warrants that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid or award of this Contract.

Debt to State. Contractor acknowledges and agrees that, to the extent Contractor owes any debt (child support, delinquent taxes, or other obligation) to the State of Texas, any payments Contractor is owed under this

Contract may be applied to pay those amounts owed by Contractor.

Prohibited Bids and Contracts. Contractor certifies, under Section 2155.004, Government Code, that it is not ineligible to receive this Contract.

Former Executive Head, State Officer and Employees of the Agency. Contractor certifies this Contract is compliant, and will remain in compliance during the Contract term, with Section 669.003 (Contracting with Executive Head of State Agency), Section 2252.901 (Contracts with Former or Retired Agency Employees) and Section 572.069 (If Applicable, Prohibiting Employment within two years of Former State Officer or Employee who participated in procurement of goods or services), Texas Government Code.

Certification of Good Standing; Delinquent Taxes. Contractor certifies that it is in good standing under the laws of the State in which it was formed or organized, and if requested, will provide OOG with documentation. Contractor certifies that it owes no delinquent taxes to any taxing unit of this State at the start date of this Contract. Contractor agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related state or federal governmental bodies related to Contractor's right to conduct its business in Texas during the term of any contract resulting from this bid.

U.S. Department of Homeland Security's E-Verify System. Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a. All persons employed to perform duties within Texas, during the term of the Contract; and
- b. All persons including subcontractors, assigned by Contractor to perform work pursuant to the Contract, within the United States of America.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the OOG and at no fault to the OOG, with no prior notification.

Immigration Reform. The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees provide proof of identity and employment eligibility before they can work in the U.S. Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employees, nor any employee of its subcontractors to perform any work on behalf of, or for the benefit of, OOG without first ensuring said employee's authorization to lawfully work in the U.S.

Compliance with Licensing, Permitting and Regulatory Bodies. Contractor certifies that it has or will obtain all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to OOG. Contractor shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract.

Hurricane Relief. OOG is prohibited from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Government Code, Contractor certifies that it is not ineligible from entering into this Contract.

Deceptive Trade Practices; Unfair Business Practices: Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17, Texas Bus. & Commerce Code,

or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. Contractor shall notify OOG in writing within five (5) calendar days if Contractor or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that Contractor or officers have been found to be liable for such practices in such proceedings.

Antitrust and Assignment of Claims. Neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State under Chapter 15, Bus. & Commerce Code, or the Federal Antitrust Laws nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Contractor hereby assigns to the State of Texas all of Contractor's right's, title, and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas of the United States for overcharges associated with this Contract.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Contractor understands that the OOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and Contractor certifies that it and its principals are eligible to participate in this Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity; that it is in compliance with Texas statutes and rules relating to procurement; and that it is not listed on the federal government's terrorism watch list.

Electronic and Information Resources Accessibility Standards. Products must comply with the State accessibility requirements for electronic and information resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If applicable, Contractor shall provide the Texas Department of Information Resources with the universal resource locator to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements or indicate that the product/service accessibility information is available from the GSA "Buy Accessible Wizard" (<http://www.buyaccessible.gov>).

WARRANTIES.

Performance Warranty. All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Contractor shall guarantee all work included in this Contract against any defects in workmanship and shall satisfactorily correct, at no cost to OOG, any such defect that may become apparent within a reasonable time period after completion of work. The warranty period shall commence upon the date of acceptance by OOG.

Pricing Warranty. Notwithstanding any other provision of any contract resulting from this bid, Contractor warrants that, for a period of one-year, the prices, services, terms, and conditions for the goods or services provided by Contractor will at all times remain comparable to or more favorable than the prices, services, terms, and conditions offered by Contractor to any of its customers during the applicable period.

Material Warranty. All material furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved product in current production, as offered to commercial trade, and shall be of quality material. Used,

shopworn, demonstrator, prototype, reconditioned, or discontinued products or material are not acceptable. The warranty period for Contractor-provided materials shall be for a reasonable time period after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by OOG.

Warranty on Safety and Health Requirements. Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, OSHA, and all Texas health and safety standards.

Payment of Subcontractors. Contractor shall be solely responsible for any payments or other claims to subcontractors for goods or services provided under this contract. As provided by Section 2251.022, Government Code, Contractor shall pay a subcontractor its appropriate share of a payment received by OOG not later than the tenth (10th) day after the date Contractor received payment.

STATE FUNDING. Contractor agrees that nothing in this Contract will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this Contract. Contractor agrees that funding for this Contract is subject to the actual receipt by OOG of funds appropriated to OOG. Contractor agrees that the funds, if any, received from OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this Contract. Contractor agrees that notwithstanding any other provision of this Contract, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds, or if the funds appropriated to OOG are required to be reallocated to fund other state programs or purposes, then OOG may terminate the Contract without cost or penalty.

TERMINATION FOR CONVENIENCE OF OOG. OOG may, at its sole discretion, terminate this Contract, without recourse, liability or penalty against the OOG by providing written notice to Contractor and stating the effective date of such termination.

TERMINATION FOR CAUSE. In the event Contractor fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract or if Contractor is in default of this Contract and after the OOG has given Contractor an opportunity to cure and the Contractor has failed to cure, OOG may, upon written notice to Contractor, terminate this Contract for Cause by providing written notice to Contractor and stating the effective date of such termination.

NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, OOG and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award, if applicable, under Chapter 2260, Government Code.

INFORMAL MEETINGS AND DISPUTE RESOLUTION. The parties' representatives will meet as needed to implement the terms of this Contract and will make a good faith attempt to informally resolve any disputes. If Chapter 2260, Government Code is applicable, it shall be used as the sole and exclusive process to resolve any claim for breach of this Contract made by Contractor. Neither the execution of this Contract nor any other conduct of or statements by OOG relating to this Contract shall be considered a waiver of sovereign immunity. Contractor shall not be excused from performance during any pending dispute, unless approved in writing by OOG.

SURVIVAL OF PROMISES. Expiration or termination of this Contract for any reason, does not release Contractor from any liability or obligation pertaining to return of funds, confidentiality, limitation of liability, indemnification, audit rights, records retention, dispute resolution, sovereign immunity, governing law and venue.

APPLICABLE LAW AND VENUE. This Contract is made and entered into in the

State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any Contractor-initiated action, suit or litigation arising out of or in any way relating to this Contract shall be exclusively in the Travis County District Court or the United States District Court, Western District of Texas Austin Division. Venue for any OOG-initiated action, suit or litigation arising out of or in any way relating to this Contract may be in a Texas state district court or a United States District Court in Texas selected by OOG in its sole discretion. Contractor hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending any such litigation. Contractor hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that the Contractor is not subject to the jurisdiction of the above named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is otherwise improper.

NO WAIVER OF IMMUNITY. OOG is immune from suit and from liability. No part of this Contract, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, or the State of Texas, or their officers, employees, or agents as provided by law.

TEXAS PUBLIC INFORMATION ACT. Contractor agrees the State, OOG, and this Contract are subject to the Texas Public Information Act, Chapter 552, Government Code (the "PIA"). Contractor agrees all information created or exchanged in connection with this Contract is subject to the PIA. Contractor agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State. Contractor will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by Contractor in connection with this Contract that Contractor considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG. Contractor will notify OOG within twenty-four hours of receipt of any third party requests for information that was provided to the Contractor by the OOG or the State.

CONFIDENTIALITY AND SECURITY. Contractor must maintain and protect any information it receives, compiles, or creates as a result of the Contract in accordance with any applicable federal, state, or local laws and regulations. Unless required by law to disclose, Contractor agrees to maintain the confidentiality of information received from OOG or the State during the performance of this Contract, including, but not limited to, sensitive personal information, personally identifying information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of OOG information by the Contractor, its employees, representatives, subcontractors or other agents in the performance of Contractor's duties, the Contractor shall: (i) immediately notify the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by the OOG or applicable law; (iii) bear all costs of such compliance and remediation; and (iv) provide the OOG with information regarding the breach and the progress of any remedial efforts if requested. Upon request of the OOG, Contractor, Contractor's employees, agents, and subcontractors may be required to execute additional information security or non-disclosure agreements as deemed necessary by the OOG.

RECORDS RETENTION; ACCOUNTING RECORDS; ACCESS; AUDITS. Contractor shall maintain adequate records to support its charges, procedures and performances for all work related to this Contract and retain those Records for a period of seven (7) years after the later of the date of the final payment or the resolution of any audit, dispute, litigation, or the settlement of claims arising out the Contract. Contractor shall, at Contractor's expense, promptly provide access to, inspection of, and reproduction of all paper and electronic

records, reports, data, files, software, books, documents, accounting procedures, practices or any other items relevant to the performance of this Contract to OOG, auditors of the State of Texas, or such other persons or entities designated by OOG. Contractor will direct any of its subcontractors to likewise permit access to, inspection of, and reproduction of any Records of Contractor's subcontractor(s) which pertain to this Contract. Pursuant to Section 2262.154, Government Code, the State Auditor's Office may conduct an audit or investigation of Contractor or any other entity or person receiving funds from OOG directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract is acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Contractor or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Contractor further agrees to cooperate fully with the State Auditor's Office. Contractor shall ensure that this requirement concerning the authority to audit funds received indirectly by subcontractors from Contractor and the requirement to cooperate is with an audit is included in any subcontract Contractor awards.

NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY. Contractor may not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Contract, without the prior written approval of OOG, and then only in accordance with explicit written instructions from OOG. Contractor must not use the name of the State of Texas or OOG in any advertisement, promotion, or otherwise for any purpose regarding this Contract without OOG's prior written approval.

TRAVEL. Unless otherwise expressly agreed in writing by the OOG, any travel or per diem required by Contractor to perform its obligations under this Contract is at Contractor's expense.

FORCE MAJEURE. Except as otherwise provided herein, neither the Contractor nor OOG shall be liable to the other for any delay in, or failure of performance of, any covenant contained herein caused by force majeure. "Force majeure" is defined as "an act of God or any other cause of like kind not reasonably within a party's control and which, by the exercise of due diligence of such party, could not have been prevented or is unable to be overcome." The party claiming force majeure must inform the other party in writing within three days of the such force majeure, and exercise due diligence to overcome such force majeure. If non performance continues for more than 30 calendar days, OOG may terminate this Contract with no further notice to Contractor.

CONTRACTOR IS INDEPENDENT CONTRACTOR. Contractor shall render the goods, services, and requirements under this Contract as an independent contractor. Employees and contractors of Contractor are not employees of OOG or the State of Texas by virtue of this Contract or otherwise within the meaning of any federal, state, or local law, ordinance, or regulation. Contractor agrees it is entirely responsible for the payment of Contractor's and Contractor's employees' taxes, unemployment and workers' compensation insurance, and Contractor agrees to comply with all state and federal laws applicable to any such persons.

INSURANCE AND OTHER SECURITY. Contractor represents and warrants that during the term of this Contract it Contractor will maintain: (1) Standard Workers Compensation Insurance in accordance with statutory limits covering all personnel who will provide services under this Contract; and (2) Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate. Contractor shall provide proof of insurance to the OOG within seven (7) days of its written request. To the extent that Contractor does not have or maintain insurance or does not have or maintain insurance as required, Contractor acknowledges and agrees that Contractor will be solely responsible for any losses or damages

related to or caused by the Contractor's performance of its duties and obligations under this Contract. The OOG will have no obligation to reimburse or otherwise pay Contractor for any costs incurred related to any such losses or damages.

LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY. The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to this Contract, if any. The Contractor shall notify the OOG in writing of any such damage within one (1) calendar day.

ASSIGNMENT. No right or obligation under this Contract may be assigned without the prior written approval of OOG; assignments made in violation of this provision shall be null and void.

INDEMNIFICATION AND HOLD HARMLESS. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DAMAGES, DEMANDS OR SUITS, WHATSOEVER, FOR ANY INJURIES, DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY, COSTS, OR CLAIMS, INCLUDING ANY THIRD PARTY CLAIMS OR CLAIMS INVOLVING INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS, IN CONNECTION WITH THE CONTRACTOR'S SERVICES OR PRODUCTS UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF LITIGATION DEFENSE INCLUDING ATTORNEYS' FEES AND EXPENSES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL; CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR SHALL FURNISH TIMELY WRITTEN NOTICE TO THE OOG OF ANY CLAIM.

FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signing this bid, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this bid. If Contractor signs this bid with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this bid, Contractor shall be in default under this Contract. The OOG may terminate this Contract for cause and pursue other remedies available to OOG under this Contract and applicable law.

ENTIRE AGREEMENT. This Contract and any identified attachments constitute the entire agreement of the parties. Any change must be agreed to, be in writing, and signed by OOG.