

BLOOMBERG FINANCE L.P.
731 Lexington Avenue
New York, NY 10022

**SCHEDULE OF SERVICES TO THE GOVERNMENTAL AGREEMENT
FOR BLOOMBERG GOVERNMENT (BGOV)**

SERVICE PROVIDER ("SP"): BLOOMBERG FINANCE L.P.
SERVICE RECIPIENT ("SR"): TEXAS OFFICE OF STATE-FEDERAL RELATIONS
DEPARTMENT: _____

ACCOUNT No: 30259703
ORDER No: 23318450

ORDER DATE: 09/24/2015

ADDRESS:
TEXAS OFFICE OF STATE-FEDERAL RELATIONS
1000 FINE
SUITE 650
WASHINGTON DC 20002
(City) (State/Province) (Postal Code)
United States

BILLING ADDRESS: (Payment only accepted from Billing Party listed below)
TEXAS OFFICE OF STATE-FEDERAL RELATIONS
1000 FINE
SUITE 650
WASHINGTON DC 20002
(City) (State/Province) (Postal Code)
United States

USER CONTACT:
JERRY STRICKLAND 202-638-3927

BILLING CONTACT:
JERRY STRICKLAND 202-638-3927

SP and SR are parties to that certain GOVERNMENTAL AGREEMENT FOR BLOOMBERG GOVERNMENT (BGOV), Number 2980832 (the "Agreement") which sets forth the terms and conditions under which SP provides to SR the Services described therein. Capitalized terms which are not defined herein shall have the meanings stated in the Agreement.

QUANTITY OF SUBSCRIPTIONS	TYPE OF SERVICES/SUBSCRIPTIONS ORDERED	ANNUAL UNIT PRICE	ONE TIME CHARGES
5	BGOV License	1188.00	0.00
5	BGOV License	990.00	0.00
PO #		Total:	\$10890.00 \$0.00

TERMS AND CONDITIONS

Notwithstanding anything to the contrary herein, (i) the initial term of this Schedule shall be from the first day Services are provided ("Start Date"), (ii) if the initial term begins before 09/01/2015, the fee indicated on this Schedule shall be waived until such date (the "Fee Waiver Period") and the initial term shall continue until the first anniversary of such date, and (iii) if the initial term begins on or after 09/01/2015, the initial term shall continue until the first anniversary of the Start Date. The Services shall otherwise be subject to all fees, terms and conditions contained in the Agreement and this Schedule, including the standard termination terms. Should SR terminate the Services at any time during the initial term, SR shall be responsible for payment of any applicable charges that would have otherwise been due during the Fee Waiver Period. SR shall be required to maintain at least 5 licenses in order to receive the above pricing. For purposes of clarity, the total annual price relating to the first 5 subscriptions during the initial term shall be \$5940 regardless of the number of licenses hereunder (e.g., the total annual price for 1 or 5 licenses is \$5940), and each additional license is \$990.00 per license during the initial term of this Schedule.

1. TERMS & CHARGES

- (a) The initial term of this Schedule is from the first day the Services are provided to SR to the first anniversary of such date (the "Schedule Term"). This Schedule or any portion of the Services provided hereunder may be terminated during the Schedule Term or any renewal thereof on the same terms and conditions for early termination as set forth in Section 4 of the Agreement, and shall automatically terminate upon termination of the Agreement. Upon termination of this Schedule or any portion of the Services provided hereunder, SR shall pay any applicable charges set forth in Section 5 of the Agreement with respect to such terminated Services. The fee(s) set forth above commence on the first date of the Schedule Term and shall be invoiced annually in advance. Such fee(s) are payable within 30 days of presentation of an invoice for access to, and use of, the Services during the Schedule Term by number of Users set forth in the table above. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail. Any fee increase of which SR is notified in accordance with the Agreement or this Schedule will take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee. The Schedule Term shall be renewed for successive one-year periods upon mutual agreement of SR and SP, which may include an agreement signed by both parties, or payment by SR of an invoice relating to Services during such renewal period. If this Schedule is so renewed for any additional period beyond the initial Schedule Term, the charges payable pursuant to Section 5 of the Agreement for such renewal period shall be calculated at the prevailing rates then offered by SP, and this Schedule shall be considered to be amended accordingly.



- (b) Any levies or fees imposed or charged by SP in connection with any Additional Services as requested by SR, and all installations, removals, relocations, conversions and other changes related to the Services shall automatically be charged at SP's prevailing rates and SR shall be invoiced accordingly.
- (c) The Total set forth above does not include any levies or fees imposed or charged by SP in connection with any Additional Services, monthly fees for third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax, VAT, GST and similar taxes, shall be in addition to the charges for the Services, and shall be the responsibility of SR. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing this Schedule.

2. FORM

This Schedule, including any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

Agreed to by:
TEXAS OFFICE OF STATE-FEDERAL RELATIONS
 Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
 By: **BLOOMBERG (GP) FINANCE LLC,**
 General Partner

[Signature]
 Signature of Authorized Signatory, Officer, Partner, or Representative

Donna Valentis

Name (Please type or print)

Signature of Authorized Signatory

Title (Please type or print)

9/2/2015

Date 9-1-15

Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG LAW, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved. 6815827.3



GOVERNMENTAL AGREEMENT FOR BLOOMBERG GOVERNMENT (BGOV)

This Agreement is entered into by and between TEXAS OFFICE OF STATE-FEDERAL RELATIONS ("SR") and Bloomberg Finance L.P. ("SP") in connection with the BLOOMBERG GOVERNMENT (BGOV) product and related services (the "Services"). The Services shall consist of the BGOV product information, data ("Data"), materials, software and functionally described herein and in the Schedule(s) of Services annexed hereto, as the same may be amended from time to time (each, a "Schedule").

1. License Grant.

- (a) **Permitted Uses.** This Agreement grants SR a nonexclusive, nontransferable and limited license to access and use the Services (collectively, "Use the Services") only as expressly permitted herein. During the Term (as defined below), SR shall Use the Services solely and exclusively for SR's own Internal use (for use only by SR's Users (as defined below)) except as otherwise expressly permitted herein and shall comply with all applicable law in connection with SR's use of the Services. Subject to Section 1(b), in the ordinary course of SR's business, SR may use a Limited Amount (as defined below) of Data in reports generated by SR ("Reports"), download or print Reports and may disseminate a Limited Amount of Reports, whether in print or electronic form, in each case only (i) in providing research for internal use or (ii) to a third party to support SR's primary business. Subject to the previous sentence, SR may download Reports only to a non-server personal computer (except Reports may be stored on a server solely as part of a limited access electronic back-up system) and shall generate Reports only manually (and not as part of an automated process). Subject to Section 1(b), a User (as defined below) may disseminate via the Services any number of Reports to other Users. As used herein, "Limited Amount" shall mean a de minimis amount and/or type of Data or Reports (as applicable), in quantity, frequency of distribution and/or scope of distribution, as determined in SP's sole judgment.
- (b) **Restrictions.** Except as expressly permitted herein, SR shall not (i) distribute, copy, scrape, download, create derivative works or make any other use of the Services, Data, Reports or any portion thereof, (ii) sell, license or distribute Data or Reports to third parties or (iii) store or include Data or Reports in, or route the same to, any database or server. Notwithstanding anything to the contrary herein, SR (i) may not use or distribute, and may not permit any third party to use or distribute, the Services, Data or Reports in any manner that could, in SP's good faith judgment, cause the Services, Data or Reports so used to (x) be a substitute for, or affect SP's ability to realize revenue in connection with, the Services or Data or (y) compete with the business of SP or its affiliates and (ii) agrees to comply with all requirements of third-party data providers with respect to Data sourced by all such third parties.

2. Access and Security.

- (a) **Permitted Users.** During the Term, only an individual associated with a BGOV subscription for the Services described in a Schedule (each individual, a "User") may access the Services provided pursuant to such Schedule and through a unique username and password (the "User ID"). The registration information provided to SP with respect to each User shall be accurate and truthful and SR shall promptly update the registration information as directed by SP. SR shall ensure that only Users access the Services and each User does not (i) share his or her User ID with any person, (ii) permit any other person to access the Services through such User's User ID, (iii) access the Services from multiple devices simultaneously or (iv) breach the terms of this Agreement or the Terms of Service (to the extent relating to website access) available on the Services' webpage, which may be modified from time to time (the "Terms of Service"). SR shall ensure that only persons currently employed by or under SR's control Use the Services or any User ID.
- (b) **Security.** SR shall notify SP promptly in writing at the address specified in the Terms of Service of any known or suspected unauthorized use of the Services, including but not limited to User IDs, or any known or suspected breach of security, including, but not limited to, loss, theft or unauthorized disclosure of the User IDs. Notwithstanding anything to the contrary herein, SP shall have the right to use and disclose information obtained from or input by SR and Users as part of any legal process or proceeding, as required by law or as otherwise permitted under the privacy policies on the website for the Services. SP reserves the right periodically to audit and monitor (physically or electronically) the use of the Services to ensure compliance with the terms herein and to maintain and improve the provision of the Services.

3. **Intellectual Property.** The Services, including each portion thereof, were developed, compiled, prepared, revised, selected and arranged by SP and others (including certain information sources) (individually and collectively, "IP Rights Holders") through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of the IP Rights Holders. SR agrees that SR has no ownership rights in or to the Services or Data and that no such rights are granted hereunder. SR shall protect the proprietary rights of the IP Rights Holders during and after the Term (as defined below). SR shall honor and comply with all written requests made by IP Rights Holders to protect their contractual, statutory and common law rights in the Services with the same degree of care used to protect SR's own proprietary rights, which in no event shall be less than reasonable efforts. SR shall notify SP in writing promptly upon becoming aware of (i) any claim that the Services infringe any patent, copyright, trademark or other proprietary rights or (ii) any suspected infringement by a third party of any proprietary rights of SP. SR shall not use any of SP's or its affiliates' trademarks, trade names or service marks in any manner that creates the impression that such names or marks belong to or are identified with SR or that SR is associated with or licensed by SP or its affiliates to use such names or marks and



SR acknowledges that SR has no ownership rights in or to any of these names or marks.

4. **Term, Termination.** This Agreement shall be effective from the date it is accepted by SP and shall remain in full force and effect until all Schedules have been terminated (collectively, the "Term"). The Term may be terminated as follows: (i) SR or SP may terminate this Agreement or any Schedule at any time upon not less than 30 days' prior written notice to the other party; or (ii) SP may terminate this Agreement or any Schedule at any time immediately upon written notice to SR if SR breaches any provision of this Agreement. In addition, SP may suspend all or part of SR's access to and use of the Services if SP believes, in its sole good faith judgment, that SR has breached any provision of this Agreement, at any time without notice effective immediately. If any Schedule is renewed for any additional period beyond the initial Term, the charges payable for such renewal period shall be calculated at the prevailing rates then offered by SP, and such Schedule shall be considered to be amended accordingly. Upon termination of this Agreement for any reason whatsoever, SR shall cease to Use the Services and all Schedules shall be immediately terminated.
5. **Fees and Charges.** SR shall pay SP the fees and charges set forth on each Schedule (as such fees and charges may be modified pursuant to this Agreement), together with (i) any applicable taxes and (ii) at SP's prevailing rates, any levies or fees imposed or charged in connection with any third-party information services or sources or additional services accessed through the Services at SR's request where SR is informed of such additional fees in advance ("Additional Services"). If this Agreement or any Schedule is terminated for any reason, SR shall only be liable for all amounts payable pursuant to Section 5 hereof through the termination date of this Agreement and/or Schedule(s). SP shall pay SR a pro rated refund of any amounts paid in advance by SR attributable to the period beyond the termination date.
6. **Liability.**
 - (a) **Liability and Remedies.** SP, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND THIRD-PARTY AGENTS (COLLECTIVELY, THE "BLOOMBERG GROUP") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. SR'S USE OF THE SERVICES IS AT SR'S SOLE RISK AND THE SERVICES AND ALL PORTIONS THEREOF ARE PROVIDED "AS IS" AND "AS AVAILABLE." To the maximum extent permitted by law, SR releases the Bloomberg Group from all liability arising in connection with the Services, regardless of the cause. In any event, to the maximum extent permitted by law, the maximum liability of the Bloomberg Group for all losses arising in connection with this Agreement or the Services shall not exceed the fees paid by SR to SP for the Services during the three months preceding the first loss or damage, and this shall be SR's exclusive remedy. SR may not bring any action, regardless of form, arising out of or pertaining to the Services more than one year after the cause of action has accrued. No party shall be liable to the other for any default (other than a failure to pay fees) resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the affected party. If SR breaches or threatens to breach any provision herein, SP may be entitled to seek injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach, to the extent allowed by law, all of which shall be cumulative.
 - (b) **Indemnity.** Notwithstanding any limitations contained in Section 6(a), but subject to SR's compliance with this Agreement, SP shall indemnify, hold harmless and, at SP's expense, defend SR against any claim that the Services infringe any copyright, trademark or other intellectual property rights; provided that: (i) SR shall promptly notify SP in writing of the claim; (ii) SP shall have sole control of the settlement and defense of any action related to this indemnity, provided that SR may, at its expense, to the extent necessary to protect its interests, participate in the defense and handling of any such action and negotiations for its settlement or compromise; (iii) SR shall cooperate in every reasonable way to facilitate such defense; and (iv) such claim does not result from or arise in connection with SR's combination of the Services with any other data, product or service.
7. **Miscellaneous.** The Bloomberg Group shall be third-party beneficiaries with respect to SR's agreements and obligations hereunder. SR may not assign this Agreement, any Schedule(s), or any rights hereunder without SP's prior written consent. SP may delegate certain of its responsibilities, obligations and duties hereunder to a third party or affiliate for discharge of those responsibilities, obligations and duties on SP's behalf. This Agreement, together with the applicable Schedule(s), constitutes the entire agreement between the parties as to the subject matter hereof and no other changes, modifications or waivers shall be binding unless in writing and signed by the parties hereto. If any provision herein is found invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the other provisions shall remain in force. The headings are solely for the convenience of the parties and have no legal or contractual significance. This Agreement, including any Schedules thereto, and any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form. For inquiries, SR should contact Bloomberg L.P., operating agent of Bloomberg, at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Email: support@bloomberg.com, or any successor operating agent or other party as specified by SP from time to time. Sections 1(b), 2(b) and 3 through 8 hereof shall survive any termination of this Agreement and shall continue in full force and effect.



Agreed to by:
TEXAS OFFICE OF STATE-FEDERAL RELATIONS
Company Name

Agreed to by:
BLOOMBERG FINANCE L.P.
By: **BLOOMBERG (GP) FINANCE LLC,**
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Donna Valentico

Robert Allen
Name (Please type or print)

Signature of Authorized Signatory

Deputy Chief of Staff
Title (Please type or print)

9/2/2015

9-1-15
Date

BLOOMBERG, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM, BLOOMBERG GOVERNMENT, BGOV and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved.



Vertical text on the right edge of the page, likely a scanning artifact or page number, partially legible as "11/11/11" and "11/11/11".