

MASTER SERVICE AGREEMENT

Between

COTTON COMMERCIAL USA, INC.

and

TEXAS TECH UNIVERSITY SYSTEM
And components,
Texas Tech University
Texas Tech University Health Sciences Center
Angelo State University

Dated

NOVEMBER 23, 2011

Master Service Agreement

Index

1. DEFEASANCE OF WORK

3. INDEPENDENT CONTRACTOR RELATIONSHIP 2
4. INVOICING AND PAYMENTS 3

Contract # C03060

SECRET

2. CONTRACTS BETWEEN THE PARTIES

endeavor to execute a Service Work Order in the form of Exhibit "D" attached hereto and to

liable to Company for failing to procure the most competitive item, whether in terms of price

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Contract # C03060

Agreement made by Company or any of Company's employees, subcontractors or any other person or entity under the control of Company.

(b) INDEMNIFICATION BY COTTON To the fullest extent permitted by law, the Contractor shall

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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warranty excludes remedy for damage or defect caused by abuse, modifications not executed



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payment of any invoice for Work performed or the performance of any other financial obligation under this Agreement or a Work Order.

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fees" may include reasonable expenses of arbitration, including arbitrator's fees, administrative fee, travel expenses and out of pocket expenses such as copying and

dispute or controversy, and the court shall, upon motion of any party to the proceeding;

[REDACTED]

Contract # C03060

... the same business day in each case addressed as follows:

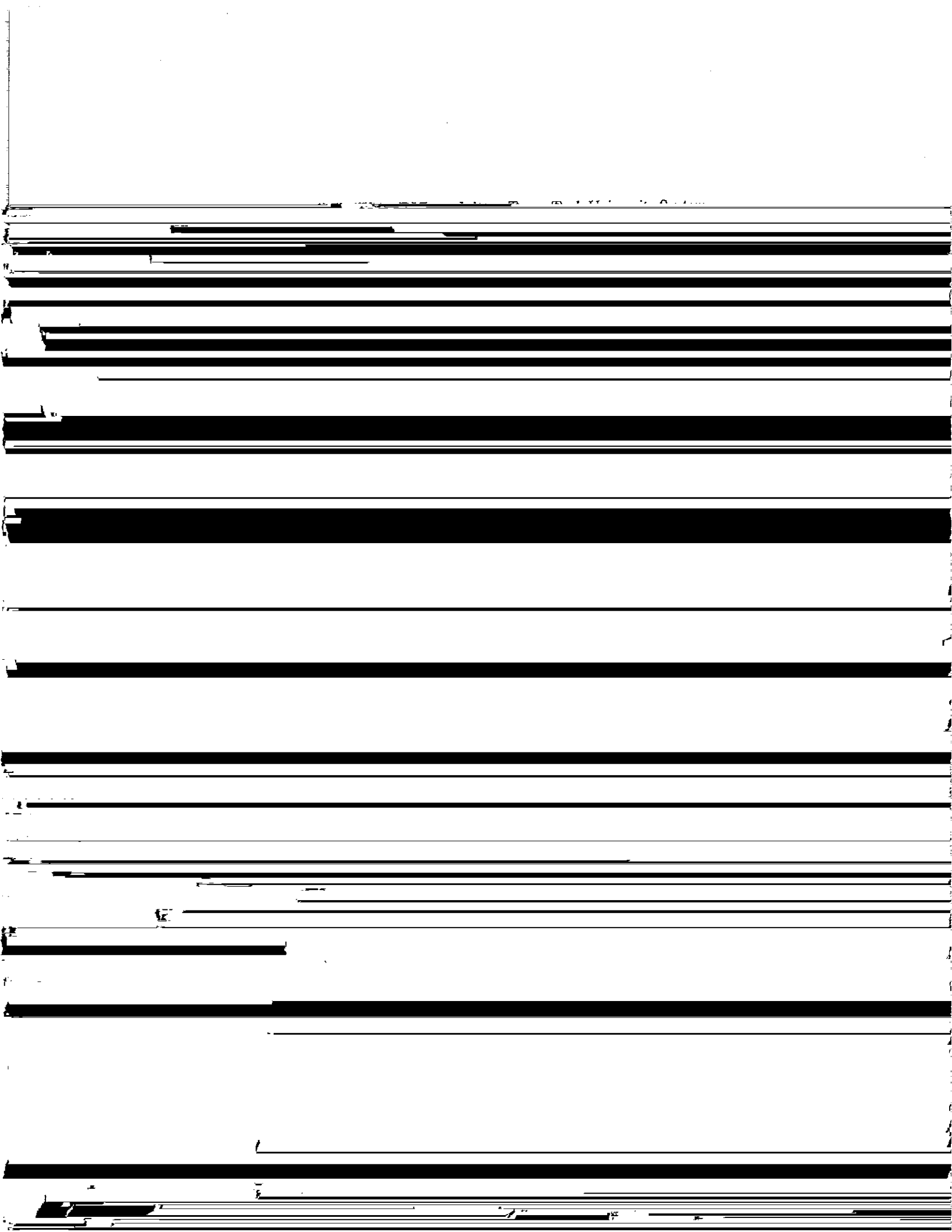
COTTON:

COTTON COMMERCIAL USA, INC.
5443 Katy Hockley Cutoff Road
Katy, Texas 77493
Phone: (713) 849-9300
FAX: (713) 856-7400

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(c) The obligations to indemnify, defend, and hold harmless and the obligations of Articles 8 and

[REDACTED]





I. Personnel Labor Rates:

A. CLASSIFICATION

HOURLY RATES

Project Consultant (PCS)
Project Coordinator (PC)

\$150.00
\$125.00

Project Manager (PM)
Health & Safety Officer (HSO)
Project Accountant (PA)

\$85.00
\$85.00
\$70.00

II. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

- A. *Nature of Damage*
- Moisture Saturation*
- Degree of Char/Soot Residue*
- Mold/Mildew/Infestation*
- Smoke Odor*
- Deodorization Requirements*
- Contamination Factors include Debris, Sewage,*
and/or Hazardous Materials

Document Remediation Provision:

*Labor, equipment, materials and other costs
incurred in connection with document remediation will be billed in accordance with the appropriate schedules and*

III. EXPENSES/REIMBURSABLE

REIMBURSABLES

EXHIBIT A
Data Schedule (cont.)



Contract # C03060

Exhibit "B"

SERVICE WORK ORDER
(Example)

EFFECTIVE DATE: _____

PROJECT DESCRIPTION:

Exhibit "C"
Insurance Requirements

Cotton shall provide evidence of the following insurance as a minimum Texas Tech University