

**CONTRACT NO. 473-24-00005
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
GRYPHON NETWORKS CORPORATION**

This contract for providing services related to the Texas No-Call Lists is between the Public Utility Commission of Texas (“PUCT”), a duly organized agency of the state of Texas, with its office located at 1701 N. Congress Ave., Austin, Texas 78701, and Gryphon Networks Corporation (“Contractor”), a Delaware Corporation with offices at 33 Arch Street, 17th Floor, Boston, MA 02110, .

Article 1. DEFINITIONS

When used in this contract, the following terms have the following meanings:

1.1 “PUCT,” or “Commission” means the Public Utility Commission of Texas, an agency of the state of Texas, acting through its Executive Director and the agency’s designated contract administrator.

1.2 “Business day” means a day the PUCT is open for business and is not observing a holiday.

1.3 “Contractor” includes **Gryphon Networks Corporation (“Gryphon”)**, and any successors, heirs, and assigns.

1.4 “May” means “is authorized to.”

1.5 “Services” means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A, Statement of Work (“SOW”).

1.6 “Statement of Work” or “SOW” means the description of goods and services to be provided under this contract found in Attachment A to this contract.

1.7 “Parties” means PUCT and Contractor. **“Party”** means PUCT or Contractor.

1.8 “No-Call List” means the Texas No-Call list, as defined in Texas Business and Commerce Code § 304.051. **“Electric List”** means the Electric No-Call list, as defined in 16 Texas Administrative Code § 25.484(c)(3). **“Texas Lists”** means both the No-Call List and the Electric List.

Article 2. COMPENSATION

2.1 Compensation Limits. Contractor acknowledges that the Texas Legislature has not appropriated any funds to the PUCT for payment for the services provided under this contract. Contractor further acknowledges that all compensation it receives will come from the approved fees paid by applicants for inclusion on the Texas Lists and from registered entities that seek access to the Texas Lists. The parties expressly agree that nothing in this contract is intended to constitute an obligation against or payable from funds appropriated to the PUCT, general revenue funds, or any other funds of the State of Texas, except as specified in Section 2.3.F of this contract, which provides for travel reimbursement under certain circumstances.

2.2 Consideration. In consideration for the services provided under this contract, the PUCT grants Contractor the right to charge fees related to the Texas Lists as described in Section 2.3 of this

contract.

2.3 Compensation. Contractor agrees to provide all services (including labor, expenses, and any other services) described in Attachment A, SOW, in addition to abiding by the following conditions:

- A. Contractor must not charge a fee to process a request for a number to be placed on the No-Call List or to renew an entry on the No-Call List if the request for placement or renewal is made via the Internet.
- B. Contractor may charge \$3.00 per request to process a request for a number to be placed on the No-Call List or to renew an entry on the No-Call List if the request is made by mail or by telephone.
- C. Contractor must not charge a fee to process a request for a number to be placed on the Electric List or to renew an entry on the Electric List if the request is made via the Internet.
- D. Contractor may charge \$3.00 per request to process a request for a number to be placed on the Electric List or to renew an entry on the Electric List if the request is made by mail or by telephone.
- E. Contractor may charge no more than \$200.00 per quarter for each distribution of the Texas Lists to registered entities seeking access to the Texas lists.
- F. If the PUCT requires a Contractor representative to travel to Austin, Texas, the PUCT will reimburse Contractor for reasonable and necessary travel, lodging, and expenses at the rates determined by the Texas Comptroller of Public Accounts, State Travel Reimbursement. At the time of this contract's drafting, those rates may be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>. These rates are updated periodically and PUCT will provide reimbursement based upon the most current rates set by the Texas Comptroller of Public Accounts.
 - a. Contractor's acceptance of reimbursement releases the PUCT of all claims for reimbursement owed in connection with this contract.
 - b. Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by PUCT which are not expressly authorized under the contract.
- G. Contractor will not receive additional compensation for administrative costs or overhead.
- H. If Contractor believes that changes in the scope of services to be performed will require Contractor to increase its fees, it must request the PUCT's written authorization to increase its fees. The Contractor must document the changes in the scope of services and explain why they will require additional effort. The PUCT must approve the increase in fees by written amendment to this contract before the Contractor performs any services or may invoice the increased fees.

2.4 Records. Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

2.5 Sole Compensation. Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses with the expectation that the PUCT or the state of Texas will pay the expense, with the exception of Travel expenses approved under Section 2.3 F of this contract.

Article 3. CONTRACT ADMINISTRATION

3.1 PUCT Contract Administration. The PUCT designates **Chris Burch** to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor acknowledges that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or through the Executive Director of the PUCT as the Commission's authorized designee.

3.2 Contractor Contract Administration. Contractor designates its contract administrator as follows: Christopher Holland, General Counsel.

3.3 Reporting. Contractor must report directly to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator.

3.4 Cooperation. The Parties' respective contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

3.5 Inquiries and Prompt Referral. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

Article 4. REPORTS AND RECORDS

Contractor must provide written reports to the PUCT in the form and within the frequency specified in Attachment A, SOW, or as otherwise agreed in writing between the Parties.

Article 5. SUBCONTRACTING PARTIES

5.1 Use of Subcontractors. Contractor may not subcontract any or all of the work or obligations due under the contract without prior written approval of the PUCT. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of this contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontracts, the PUCT is in no manner liable to any subcontractors of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

5.2 Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts in accordance with the terms of this contract.

5.3 Prime Vendor Contract. The Parties expressly agree that this contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this contract, notwithstanding the engagement of any subcontractor that the PUCT accepts to perform an obligation under this contract.

Article 6. TERM AND TERMINATION

6.1 Term. The term of this contract will begin on July 1, 2024, and will continue in effect until June 30, 2028, unless sooner terminated under Section 6.2, 6.3, or 18.12 of this contract.

6.2 Termination for Cause by the PUCT. If Contractor fails to provide the Services contracted for according to the provisions of this contract or fails to comply with any terms or conditions of this contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.12 of this contract, the PUCT need not provide any notice or opportunity for curing the default.

6.3 Termination for the Convenience of the PUCT. The PUCT reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the PUCT determines that such termination is in the best interest of the state. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The PUCT shall be liable for payments limited only to the portion of work the PUCT authorized in writing and which Contractor has completed, delivered to the PUCT, and which has been accepted by the PUCT. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The PUCT shall have no other liability, including no liability for any costs associated with the termination.

6.4. Transfer of Duties. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services under this contract.

6.5 Remedies for Breach. All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.5 Survival. Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation Sections 2.3 through 2.5, 3.5, 6.4, 6.5, 9.2 through 9.7, 17.2 and 19.1 through 19.5, 19.8 through 19.10, and Articles 1, 10, 12, 14, 15, 16, 20, 21, 23, 24, 27, and 29.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 Material Change Requests. The PUCT may propose changes to Attachment A, SOW. Upon receipt of a written request from the PUCT for a change to Attachment A, SOW, Contractor must, within the deadline specified in the request, or if no deadline is specified, within a reasonable time after the request is received, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustments to this contract. No changes to Attachment A, SOW, will occur without

the Parties' written consent as provided in accordance with the terms stated in this contract.

7.2 Changes in Law, Rules, or Rulings. Contractor shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. The PUCT reserves the right, in its sole discretion, to request an amendment to this contract prior to award and throughout the term of the contract to incorporate any modifications necessary for the PUCT's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines. PUCT and Contractor agree to negotiate any such modification requests in good faith and incorporate mutually agreed upon changes to this contract by written amendment.

7.3 No Assignment of Duties. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the PUCT. Any attempted assignment in violation of this provision is void and without effect.

7.4 Amendments and Modifications. This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the Services outlined in Attachment A, SOW, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 Risk of Loss. The risk of loss for all items to be furnished under this contract will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

9.2 Ownership.

- A. Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, conceptions, or products created, purchased, or prepared for or on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT that the PUCT has accepted as part of the performance of services under this contract, will be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the contract or upon termination or expiration of the contract.
- B. Other than the materials identified in Section 9.2.A of this contract, all finished or unfinished work product, documents, data, databases, or reports Contractor creates or prepares in the performance of this contract or has created or prepared in maintaining and managing the Texas lists on behalf of the PUCT, are the property of the PUCT.
- C. Contractor must give all finished work product, documents, data, databases, or reports belonging to the PUCT to the PUCT either at the PUCT's request during the term of the contract or upon termination or expiration of the contract.
- D. Upon the expiration of the contract or its termination, Contractor must provide the PUCT with all complete or incomplete documents, data, or records created or prepared in the

performance of this contract.

- E. Notwithstanding any other provisions in Article 9 of this contract, materials created, purchased or prepared exclusively by or for the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.
- F. The PUCT acknowledges that Contractor's use of the Texas Lists databases may require the use of PUCT's intellectual property embodied in those databases. The PUCT grants Contractor a non-exclusive license to use the intellectual property embodied in those databases for the limited purpose of performing its duties under this contract. This license expires upon termination or expiration of this contract.

9.3 Licensed Software. With PUCT's advanced written consent, Contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing services under this contract. Contractor must provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing services under this contract.

9.4 Prior Works. Except as otherwise provided herein, all previously owned materials, conceptions, or products belonging to Contractor that were in existence before the effective date of this contract will remain the property of Contractor and nothing contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.5 Trademarks. The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this contract, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this contract does not give the PUCT any rights of ownership in the trademark or the software.

9.6 Program Information. Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor shall undertake all reasonable care and precaution in the handling and storing of this information.

9.7 Addresses and Phone Numbers Obtained to Provide Services. Upon the expiration or termination of this contract, Contractor must transfer control of any mailing addresses, toll free telephone numbers, or Internet addresses used to provide services under this agreement to the PUCT. Contractor will inform the PUCT if the Internet address or telephone number provider charges a fee to transfer the address or number. Contractor may not charge the PUCT a fee for requesting or processing a telephone number or mailing or Internet address transfer.

9.8 Provision to be Inserted in Subcontracts. Contractor must insert an article containing sections 9.2.A, 9.2.E., and 9.6 of this contracts in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this contract.

Article 10. PUBLIC INFORMATION

10.1 Texas Public Information Act (Texas Government Code Chapter 552). The Parties acknowledge that notwithstanding any other provisions of this contract, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the PUCT. Information, documentation, and other material in connection with this contract may

be subject to public disclosure pursuant to the PIA. The PUCT will notify Contractor of requests for Contractor's information as required under the PIA.

10.2 Contract Not Confidential. The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal, the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

10.3 Contractor's Duty to Provide Public Information.

In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the State.. For the purposes of this section, paper copies, Microsoft Word documents, Adobe Portable Document Format files (.pdf), Microsoft Excel, Adobe PDF file spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public but may be required to facilitate the PUCT's provision of the information to the Office of the Attorney General of Texas for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality for Contractor's information or data; it will be Contractor's sole responsibility to do so.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 No Conflicting Relationships.

Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

11.2 Prohibition on Transactions with Parties Adverse to Commission. Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT, with the exception of providing the Texas Lists to registered entities seeking access to the Texas Lists and providing the Services contemplated by this contract to register persons on the Texas Lists. The PUCT may waive this provision in writing if, in the PUCT's sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT.

11.3 Notice of Conflict. Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

11.4 Prohibited Employment. Contractor agrees that it will not hire any person whose

employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

Article 12. INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE PUCT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE PUCT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

12.1. Intellectual Property. If all or any part of the deliverables of this contract is the subject of any claim, suit, or proceeding for infringement or misappropriation of any intellectual property right, Contractor may, and in the event of any adjudication that the deliverables or any part thereof infringes or misappropriates any patent, trademark, copyright, or trade secret, or if the licensing or use of any of the deliverables or any part thereof is enjoined, Contractor must, at its expense do one of the following things: (i) procure for the PUCT the right under such patent, trademark, copyright or trade secret to fully use the deliverables or the affected part thereof; or (ii) replace the deliverable or affected part thereof with another non-infringing deliverable; or (iii) suitably modify the deliverable or affected part thereof to make it non-infringing.

Article 13. INSURANCE

13.1 Contractor Responsibility. Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers' compensation or any benefit available to a state employee.

13.2 Minimum Insurance. Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

- (a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products/completed operations - \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- (b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per

occurrence); and

(c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.

The PUCT and the State of Texas must be named additional insureds on the commercial liability and automobile policies.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

13.3 Certificates of Insurance. Contractor must furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this contract. Contractor must provide thirty (30) days written notice of any notice for renewal or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

Article 15. SOVEREIGN IMMUNITY

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the PUCT or the State of Texas of any immunities from suit or from liability that the PUCT or the State of Texas may have by operation of law.

Article 16. GOVERNING LAW

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the PUCT.

Article 17. COMPLIANCE WITH LAW

17.1 General. Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject. Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 Taxes. Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. The PUCT will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract,

including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The PUCT shall not be liable for any taxes resulting from the contract.

17.3 Workers' Compensation. Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

17.4 Conflicts. Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT. Contractor agrees to inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. In the event that Contractor becomes aware of inconsistencies between this contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract as necessary.

17.5 Compliance with Deceptive Trade Practices Act. Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that 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 must comply with Texas Business and Commerce Code Chapter 17.

17.6 Compliance with Americans with Disabilities Act. Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

17.7 Prohibited Use of Appropriated or Other Funds. Contractor represents and warrants that the PUCT's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

17.8 Certificate of Interested Parties Form. At the time Contractor submits a signed contract to the PUCT, Contractor must submit a "Certificate of Interested Parties" form to the PUCT and file the form with the Texas Ethics Commission. The form and instructions for filing the form can be found at: <https://www.ethics.state.tx.us/filinginfo/1295>. Contractor must not perform any work under the contract, nor receive any compensation prior to filing the form with the Texas Ethics Commission.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions of this Article. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

18.1 Prohibitions on Gifts. Contractor 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 contract.

18.2 Delinquent Obligations. Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas and is not delinquent in the payment of any child support obligations under applicable state law.

18.3 Terrorist Financing. Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC).

Contractor further represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

18.4 Antitrust. Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or communicated directly or indirectly the contents of this contract to any competitor or other person engaged in the same line of business as Contractor.

18.5 Child Support Obligation. Under Section 231.006 of the Family Code, the Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in § 231.006(f).

18.6 Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

18.7 Government Code. Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

18.8 Outstanding Obligations. Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

18.9 Contracting with Executive Head of State Agency. Under Section 669.003 of the Texas Government Code, Contractor certifies that it does not employ, or has disclosed its employment of, any former executive head of the PUCT. Contractor must provide the following information in the disclosure: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Contractor; and Date of Employment with Contractor.

18.10 Buy Texas. Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, relating to use of service contracts and the purchase of products and materials produced in the State of Texas.

18.11 Hurricane Recovery. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

18.12 E-Verify. Contractor certifies that it shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (i) all persons employed by Contractor to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract within the United States of America.

18.13 Suspension and Debarment. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

18.14 Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the PUCT as evidence of Contractor's compliance with the required controls.

18.15 False Statements. Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting any response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract.

18.16 Former Agency Employees. Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the PUCT during the twelve (12) month period immediately prior to the date of execution of the contract.

18.17 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

18.18 COVID-19 Vaccine Passport. Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract.

Article 19. GENERAL PROVISIONS

19.1 Relationship of Parties. Contractor and Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Contractor nor the PUCT is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the

responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract. Contractor shall have no claim against the PUCT for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and the PUCT.

19.2 Non-Exclusivity. The contract is not exclusive to the Contractor. The PUCT may obtain products and related services from other sources during the term of the contract. The PUCT makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.

19.3 Statutory Withholdings. Contractor acknowledges that it is not a PUCT employee but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

19.4 Notice. Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract), (c) sent by a national carrier with tracking capability (e.g. FedEx or Certified U.S. Mail), with proper postage affixed, and (d) deemed effective upon the third business day after deposit of the notice with the carrier.

IF TO THE PUCT:

ATTENTION: Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With copies to the PUCT contract administrator and Gina Singleton, CTCD, CTCM, at the same address.

IF TO CONTRACTOR:

ATTENTION: Christopher Holland, General Counsel
Gryphon Networks, Corp.
33 Arch Street, 17th Floor

Boston, MA, 02110

19.5 Headings. Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

19.6 Export Laws. Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

19.7 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgments. If any conflict exists between this contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this contract will govern.

19.8 Publicity. Contractor shall not use the PUCT's name, logo, or other likeness in any press release, marketing material, or other announcement without the PUCT's prior written approval. The PUCT does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this contract or the services to which they relate without the PUCT's prior written consent, and then only in accordance with explicit written instructions from the PUCT.

19.9 No Third Party Beneficiaries. The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

19.10 Prompt Payment. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

Article 20. No Implied Waiver. The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

Article 21. Order of Precedence.

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment, the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;

2) Attachment A, SOW, including any exhibits.

Article 22. Force Majeure. Neither Contractor nor the PUCT shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Article 23. Severability. If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

Article 24. Funding Out Clause. This contract is subject to termination or cancellation, without penalty to the PUCT, either in whole or in part, subject to the availability of state funds. The PUCT is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the PUCT becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either the PUCT or Contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the PUCT will not be liable to Contractor for any damages, that are caused or associated with such termination, or cancellation, and the PUCT will not be required to give prior notice.

Article 25. Drug Free Workplace Policy. Contractor must maintain a drug-free work environment and a drug-free work environment policy. Contractor must enforce its drug-free work environment policy during the pendency of this contract. Contractor must provide the PUCT a copy of its drug-free work environment policy upon request.

Article 26. Substitutions. Substitutions are not permitted without written approval of the PUCT.

Article 27. Right to Audit. Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state 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 acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Article 28. Signatories. The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

Article 29. Entire Agreement. This contract, including Attachment A, SOW, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF all parties by their duly authorized representatives have executed this contract effective as of the date last signed.

The Public Utility Commission of Texas

By: Connie Corona

Connie Corona
Executive Director

Date Signed: 6/18/24

Gryphon Networks Corporation

By: DocuSigned by:
John C Renehan Jr
E5D31044E9F0480

John Renehan
Chief Financial Officer

Date Signed: 6/12/2024

ATTACHMENT A STATEMENT OF WORK (SOW)

Gryphon Networks Corporation will provide the following services in accordance with Texas Business and Commerce Code, Chapter 304, Subchapter B.

1. Services

- A. Gryphon must maintain two databases. One database must consist of the names, zip codes, and telephone numbers (both landline and wireless) of Texas residents who have registered to prevent calls from telemarketers or who have registered business and residential telephone numbers to prevent calls specifically from retail electric service telemarketers. The second database must consist of telemarketers that request access to the Texas Lists.
- B. Gryphon must maintain the established mailing address, toll-free telephone number, and website (www.texasnocall.com) that have been established for the No Call List program, all of which must be transferrable to and accessible by the PUCT and accessible by the public.
- C. Gryphon will receive registrations from Texas residents for the Texas Lists by mail [Texas No Call C/O Gryphon Networks Corp., 33 Arch Street, 17th Floor, Boston, MA 02110; by telephone (888-309-0600); or by Internet. Gryphon must mail applications to people wishing to register by mail. At least one method of registration must be available 24 hours a day, seven days a week.
- D. Gryphon must accept payment for fees by personal check, money order, credit card, or by other means acceptable to Gryphon and permissible by law.
- E. Upon receiving a completed application with the proper fee, Gryphon must place the information relating to the subscriber's telephone number(s) on the requested list or lists within two business days.
- F. Gryphon must promptly notify an applicant if the submitted method of payment has been rejected or dishonored. Gryphon must return any dishonored check to the applicant if requested by applicant. Gryphon must not assess an additional fee for any rejected or dishonored payment. Gryphon may, however, delete the applicant's data from the database.
- G. Gryphon must work with the PUCT contract administrator to maintain and update, as necessary, the application and the website.
- H. Gryphon must publish the Texas Lists in an electronic format for any telemarketer who agrees to use the information only to update the telemarketer's no-call list to include the names of people with whom the telemarketer does not have an established business relationship.
- I. Gryphon must provide applications to telemarketers wishing to receive either or both of the Texas Lists. Once Gryphon has approved the application, these telemarketers will be known as "registered entities."

- J. Upon receipt of a completed application with proper fees, Gryphon must register an entity requesting access and allow access to one or both of the lists within two business days.
- K. Gryphon must make the Texas Lists available to registered entities for download over the Internet with security measures in place designed to prevent access by unauthorized parties. The Texas Lists provided to Registered Entities must include only the registered subscriber's telephone number.
- L. Gryphon must provide a mechanism for registered entities to download or to receive only specific portions of the list requested by that entity, such as geographically specific portions determined by a single area code or multiple area codes. Gryphon must provide each registered entity with the option of receiving the Texas Lists or alternative forms of the Texas Lists on a commonly used removable storage device, including, but not limited to a CD, DVD, or flash drive. Gryphon must publish the Texas portion of its national no-call list in an electronic format for access by any registered entity.
- M. Gryphon must update and publish the Texas Lists on January 1, April 1, July 1, and October 1 of each year.
- N. To the extent Gryphon is directed by the PUCT to do so, and the data is accepted by the administrator of the National Do-Not-Call Registry, Gryphon must provide information on the Texas Lists to the administrator of the National Do-Not-Call Registry and allow the names and numbers on the Texas Lists to be placed on the National Do-Not-Call Registry.
- O. Gryphon may be required to travel to Austin to meet with PUCT staff and others as requested, but in no event will travel be required more than three times per Texas State Fiscal Year (September 1-August 31).
- P. Gryphon is prohibited from transferring or destroying the records related to this contract, including, but not limited to the database Gryphon maintains for the PUCT, online registrations, or hard copy registrations, without prior written permission from the PUCT.
- Q. Gryphon must cooperate with the PUCT or any other Texas state agency to provide information needed to enforce the provisions of the Texas Business and Commerce Code, Chapter 304, Subchapter B, Texas No-Call List.
- R. Gryphon must provide access to the Texas Lists database and the Registered Entities Database to the PUCT and to other state agencies at the PUCT's direction.
- S. For up to two years after termination or expiration of this contract, Gryphon must make appropriate and knowledgeable employees available to provide testimony, documentary evidence, and any other assistance deemed necessary by the PUCT at any administrative, legal, or legislative proceeding regarding the enforcement of the Texas Lists at no additional cost to the PUCT, except for reasonable travel and lodging expenses as described in Section 2.3.F of this contract.

2. Database Requirements

- A. The following information, at a minimum, must be included in the application for inclusion in the Texas Lists Database:

1. Name and mailing address of applicant and service address of the applicant to whom local telephone service or commercial mobile service is provided;
2. Method of initial payment (check or money order, bank or credit card number);
3. Telephone number to be included on the list (including area code);
4. Category of telephone solicitation being prohibited by applicant (electric only or all);
5. Date initial application received;
6. Date names and telephone numbers added to the list;
7. All renewal dates and methods of payment for renewals; and
8. The manner in which the application was received (i.e. mail, telephone, or www.texasnocall.com website).

B. Gryphon must include the following information, at a minimum, in the Registered Entities Database:

1. Legal name (and d/b/a, if applicable) of registering entity, group or individual (as maintained by Texas Secretary of State, local county clerk, or other state certification entity);
2. Federal Tax Identification number;
3. Name registered entity will use when contacting the public;
4. Telephone number of registering entity, group or individual (for complaint or compliance issues);
5. Address of registering entity's principal place of business (for complaint or compliance issues);
6. Date application received;
7. Nature of registering entity's business; and
8. Certification number for registering entity, if applicable (as issued by any Texas state regulatory agency or administrative board).

C. Database Requirements

1. Gryphon must retain the ability to upgrade the databases to future versions of Microsoft Access or Microsoft SQL Server as may be required by the PUCT;
2. Gryphon must at a minimum update the Electric List databases by the first day of January, April, July, and October in each calendar year and shall update and publish the No-Call List databases by the same date each year (Tex. Bus. & Comm. Code § 304.051(d).)
3. Gryphon must take all reasonable and necessary steps and measures that are consistent with normal business practices of prudent companies similarly situated to: (i) ensure the integrity and security of the databases, and (ii) secure both the database hardware and software to prevent unauthorized access to database information, including but not limited to: web server and data store server security, anti-virus protection, and firewall security with the main secured database;
4. Within five business days from the date the contract is fully executed, and in accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to the PUCT the descriptions of its business continuity and disaster recovery plans, which must

include the daily backup of databases, which must be stored offsite in a secure and fireproof environment, and storage of the physical server housing the databases in a physically secure area to prevent any misuse or tampering.

5. Gryphon's personnel must use commercially reasonable efforts to answer questions regarding the use of the databases and the Texas Lists from all subscribers, registered entities, and applicants in a professionally acceptable and appropriate manner between the hours of 7 A.M. and 9 P.M. Central Time; and
6. Gryphon must refer all questions and complaints regarding compliance and enforcement to the PUCT.

3. Expiring, Renewing, and Deleting Entries

- A. An entry on either of the Texas Lists expires on the third anniversary of the date the entry was first published on the list. Gryphon must accept entry renewals for additional three-year periods.
- B. Gryphon must request and maintain email addresses from all registrants in order to provide them with program information, including notice at least 60 days in advance that their registration will expire. Registrants must have at least 30 days to renew their applications without interruption of their placement on the Texas Lists.
- C. Gryphon may delete a telephone number from the Texas Lists if the consumer requests in writing that it be deleted or the consumer's telephone number changes.

4. Reporting

- A. Gryphon must provide the PUCT with quarterly reports containing the following information:
 1. The total number of subscribers who registered for the database during the previous quarter;
 2. The total number of telephone numbers on the Texas Lists to date;
 3. The total amount of fees paid by new subscribers during the previous quarter;
 4. The total amount of fees paid by all subscribers to date;
 5. The total number of Registered Entities who have requested and been sent copies of the Electric List during the previous quarter;
 6. The total number of all Registered Entities who have requested and been sent copies of the No-Call List during the previous quarter;
 7. The total amount of fees paid by Registered Entities for the Electric List during the previous quarter;
 8. The total amount of fees paid by Registered Entities for the No-Call List to date;
 9. Gryphon must report the number of calls received at the toll-free customer service number and any correspondence received regarding the program;
- B. Gryphon must provide periodic oral reports to the PUCT as reasonably requested.
- C. Gryphon must provide additional reports, within reason, that may be required by the PUCT's operation of the Texas Lists databases, including those prepared for the Texas Legislature.

5. Purpose and Prohibitions

Gryphon is authorized by state law to collect the database information in accordance with this contract for the sole purpose of providing registered entities with the information needed to comply with Texas law regarding unsolicited telephone calls to people who have registered both their residential and business telephone numbers on either the No-Call List or the Electric List or both.

- A. Gryphon must not use the information obtained to create the Texas Lists for any purpose other than the purpose contemplated by this contract.
- B. Gryphon must not use registrants' information, including e-mail addresses, for any purpose other than correspondence about the program.
- C. The Texas Lists, information obtained through applications or renewals of subscribers, and information in the databases are not transferrable to any party other than a registered entity as required by this contract or the PUCT, except as set forth within Section 1.N. of this Attachment. Gryphon must not sell this information, except to registered entities, for the purposes of its performance under this contract and only as specified in this contract.
- D. Gryphon must not release registrants' information, including e-mail addresses to any third party other than a registered entity or the PUCT, except as directed by the PUCT. If Gryphon receives a request for registrants' information, it must notify the PUCT within two business days of receiving the request.
- E. Gryphon must require an entity, group, or individual registering to receive the Texas Lists to affirm that: (i) it understands that the information on the Texas Lists may be used solely to update the registered entity's no-call list; (ii) it will not use information on the Texas Lists for any other purpose; and (iii) it will not transfer or exchange the information on the Texas Lists regardless of whether the registered entity receives any compensation.

6. Quality of Service

Gryphon must provide the following quality of service:

- A. The databases must neither be "down" for a period exceeding twenty-four (24) consecutive hours, nor be down for more than one percent of the time during any quarterly period, excluding time for scheduled maintenance. For the purpose of this subsection 6.A., "down" means the database is not capable of allowing one or more of the following functions: input, collection, processing, storage, reporting, or retrieval of data.
- B. No more than one call in twenty (20) received in any twenty-four (24) hour period may receive a busy signal when calling the toll-free telephone number.
- C. Gryphon must randomly audit the databases and database information by comparing the entered data with the information on the applications to ensure proper entry. On a quarterly basis, Gryphon must perform a random audit of at least ten (10) percent of all data entries for the applicable month. Gryphon must make a reasonable effort to ensure

that no more than one (1) percent of subscriber applications are incorrectly entered into the database. Once an error has been identified and confirmed, Gryphon must promptly commence correction of the data entry error. Gryphon must complete the necessary correction within three business days.

- D. Gryphon must report any service problem that causes a system outage or impairs collecting or distributing information for either of the Texas Lists to the PUCT within four hours of the onset of such problems if they occur before 5 P.M. Central Time or by 8 A.M. Central Time the next business day if the service problems arise after 5. P.M. Central Time.

7. PUCT Responsibilities

- A. The PUCT will provide Gryphon with the use of its toll free (888-309-0600) telephone number and website address at www.texasnocall.com.
- B. The PUCT will inform telemarketers of their obligations to purchase the Texas Lists and will inform Telemarketers that the PUCT will pursue violations of the law.
- C. The PUCT contract administrator will provide Gryphon with copies of materials related to the Texas Lists that are released publicly, such as press releases, fact sheets, and PUCT-controlled web page materials, before their release. The parties must cooperate and act in good faith in determining the timing and the content of any public announcements and promotional materials relating to the transactions contemplated by the agreement. In the event of a conflict regarding the content, presentation, or timing of the release of any public announcements or promotional materials between Gryphon and the PUCT, the PUCT will make the final determination.

