

# SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between Omega Systems of North America, Llc. ("Licensor"), having principal offices at 128 West Main Street, Dryden, NY 13053, and the undersigned customer, the City of College Station Texas, a Home-Rule Municipal Corporation ("Licensee").

1. DEFINITIONS. As used in this Agreement, the following definitions shall apply:
  - (a) "Licensed Product" shall mean collectively the Licensed Software (as hereinafter defined) and the documentation therefor.
  - (b) "Licensed Software" or "Software" shall mean the software identified on Schedule A, annexed hereto and made a part hereof, in machine readable (object code) form, all updates, upgrades and revisions thereof supplied by Licensor during the term hereof and all copies of the foregoing.
  - (c) "Licensed Computer" shall mean any single computer system owned or leased by Licensee.
  - (d) "Use" shall mean the reading into and out of memory of the Licensed Software and the execution of the Software, in whole or in part, by the Licensed Computer.
  - (e) "Productive use" shall mean use of the system to process payment documents where the data from those documents is used to update live customer records.
  - (f) "Documentation" means all specifications, manuals, drawings, and other media and materials other than Equipment and Software.
2. LICENSE. Subject to the payment of the license fees to Licensor, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, nonexclusive and nontransferable license to use the Software on the Licensed Computer during the term hereof and to use the documentation therefor during the term hereof in support of the Use of the Software. A separate license shall be required, together with the payment of additional license fees, to concurrently use the Software on more than one computer.
3. LICENSE FEES AND TAXES.
  - (a) The license fees for the license granted hereunder shall be Licensor's license fees for the Licensed Product in effect on the effective date hereof attached hereto as Exhibit A and incorporated herein by reference.

- (b) The license fees and other applicable charges shall be due and payable thirty (30) days after receipt of an invoice from licensor issued after satisfactory completion of work. Licensee shall pay a late payment charge subject to Tex. Gov't. Code Section 2251.001 et. seq. as amended on any undisputed unpaid amount for each calendar month or fraction thereof that any payment to Licensor is in arrears.
- (c) Licensee is a tax-exempt entity and shall provide its tax exempt number to Licensor

#### 4. TERM OF AGREEMENT-EFFECTIVE DATE.

- (a) Unless otherwise terminated or canceled as provided herein, the term of this Agreement and of the licenses granted herein shall commence on the effective date hereof and shall continue until Licensee discontinues the licensed Use of the Software on the Licensed Computer.
- (b) The effective date of this Agreement shall be twenty (20) days after Licensee's first productive use of such Software,
- (c) Licensee agrees to keep the Licensed Product under software maintenance with the Licensor for as long as the Licensed Product is in use.
- (d) The Licensee's RFP and Licensor's response to the RFP are part of this Agreement and are incorporated herein by reference as if set out in full in this Agreement.

#### 5. PROTECTION OF TRADE SECRETS.

- (a) Licensee agrees that the Licensed Product is the exclusive property and constitutes a valuable trade secret of Licensor. Licensee shall not disclose or make available the Licensed Product, or any portion thereof, to third parties without Licensor's prior written consent. Upon the cancellation, termination for cause by Licensor, or expiration of this Agreement, Licensee shall promptly return the Licensed Product and all copies thereof to Licensor.

#### 6. REPRODUCTION OF SOFTWARE.

Licensee may make one copy of the Licensed Software in machine readable (object code) form for back-up and archival purposes only. All copies of the Licensed Software, in whole or in part, shall contain all of Licensor's restrictive and proprietary notices in form and content as they appear on or in the Licensed Software provided by Licensor. In no event may Licensee duplicate, in whole or in part, the documentation for the Licensed Software.

7. LICENSOR WARRANTS THAT THE SYSTEM WILL PROCESS PAYMENTS AS PROPOSED IN OMEGA'S RESPONSE TO THE CITY OF COLLEGE STATION'S REQUEST FOR PROPOSALS FOR PAYMENT PROCESSING EQUIPMENT

7.01 Licensor represents and warrants that (1) the Hardware and the Licensed Software identified herein constitute all the applications or systems software or interfaces required by City to operate the Licensed Software; (2) the Licensed Software, as delivered to City hereunder, shall operate on or with the Hardware identified ; (3) the Licensed Software, as delivered to City hereunder shall meet the Specifications, and documentation without the need for customization or modification, or the delivery of any additional Services; (4) the Licensed Software shall be compatible with City's existing data files, business information, and systems, such that significant additional applications or systems software or interfaces shall not be required to be produced or procured in order to complete the implementation of the Licensed Software; (5) and the Licensed Software shall be free of any defect in material of the media in which the Licensed Software is delivered, specified or provided by Licensor.

7.02 Licensor warrants for Customer's benefit alone that Licensor owns the Software including all associated intellectual property rights, or otherwise has the right to grant Customer the right and license provided in this Agreement, and that as of the date of this Agreement to the best of Licensor's knowledge, neither the Software nor the documentation infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties.

8. **Indemnification**

8.01 **Contractor agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Contractor under this Contract. In the event of personal injury to or death of Contractor' employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than the Contractor or its employees where such liability is caused by or results from the negligence of the City.**

**Patent, Copyright, and Trade Secrets Infringement and INDEMNITY AND WARRANTY.**  
Licensor warrants that Licensor has the right to enter into this Agreement.

**LICENSOR WILL DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICIALS, OFFICERS DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, JUDGMENTS, INCLUDING COSTS, EXPERT FEES, REASONABLE ATTORNEY FEES AND ANY OTHER EXPENSES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIMS THAT THE LICENSED SOFTWARE AS FURNISHED BY LICENSOR, INFRINGES A UNITED STATES PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.**

In the event of any claim or action or threatened action against City in which it is asserted that the Licensed Software infringes a copyright, patent, or other intellectual property right, City shall promptly notify Licensor of such action or threatened action and Licensor shall and have the right to:

1. Procure the right for City to continue using the infringing material.
2. Replace or modify the infringing material so that it becomes non-infringing but has substantially equivalent capabilities as the infringing system.

If the measures described above are not practical and economically available to Licensor, Licensor may terminate the license of the infringing material and refund City all fees paid for the Licensed Software and the prorated portion of any unused maintenance fees City has paid to Licensor. In any event, Licensor shall have the right to conduct the defense of the infringement action on City's behalf and to settle the action without City's consent upon giving reasonable security to protect City, and City shall reasonably cooperate with Licensor in the defense and the settlement of any such action. All costs, expenses and fees of defending such action shall be borne by Licensor.

**8.02 Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.**

9. Insurance

- 9.01 The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:
1. Commercial General Liability.
  2. Automobile Liability.
  3. Workers' Compensation Insurance
  4. Professional Liability.
- 9.02 For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "C," and approved by the City before work commences.**
- 9.03 The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 9.04 General Requirements Applicable to All Policies.
- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
  - (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
  - (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
  - (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
  - (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
  - (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and

- admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial (Public) Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

**9.05 Commercial General Liability requirements:**

- (a) Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.

**9.06 Business Automobile Liability requirements:**

- (a) Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

**9.07 Workers' Compensation Insurance requirements:**

- (a) Employer's Liability limits of \$100,000.00 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.08 **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$500,000 per occurrence and \$500,000 aggregate.
- (c) Coverage must be maintained for two (2) years after the termination of this Contract.

10. TERMINATION/CANCELLATION.

- (a) Licensor may terminate/cancel this Agreement and any license granted hereunder pursuant to Section 3(b) herein if:
  - (1) Licensee fails to pay Licensor any undisputed license fee;
- (b) Either party may terminate this contract and any license granted hereunder if:
  - (1) A party is in default of any provision hereof and such default is not cured within ~~ten~~ thirty (30) days after the non-defaulting party gives written notice thereof to the defaulting party describing in reasonable detail the default;
  - (2) Either party becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.
- (c) In the event of any termination/cancellation of this Agreement or any license granted to Licensee hereunder, Licensor may:
  - (1) Require that Licensee cease any further Use of the Licensed Product or any portion thereof and immediately return the Licensed Product and all copies thereof, in whole or in part, to Licensor; and
  - (2) Cease performance of all of Licensor's obligations hereunder and refund any prorated unused portion of license and/or maintenance fees.
- (d) The parties rights and remedies shall be cumulative and in addition to all other rights and remedies available at law and in equity.

10. LIMITATION OF LIABILITY.

- (a) In no event shall Licensor be liable to Licensee for any damages resulting from or related to any failure of the Licensed Product including but not limited to loss of data or delay of the licensor in the delivery of the Licensed Product.

- (b) In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement, or the performance or breach thereof, even if breaching party has been advised of the possibility thereof. Both party's liability hereunder to the other, if any, shall in no event exceed the total of the License fees paid to Licensor by Licensee under this Agreement.

11. GENERAL.

- (a) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of both parties.
- (b) This Agreement and the licenses granted hereunder may not be transferred or assigned by either party without the prior written consent of the other party.
- (d) This Agreement shall be interpreted in accordance with the substantive laws of the State of Texas. Venue shall lie in a court of competent jurisdiction in Brazos County, Texas.

**Omega System of North America, Llc.**

BY: \_\_\_\_\_

Evan P. Lewis

Title: President

Date: 5/21/04

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_

Ron Silvia, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
*Royanne Inermak*

City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Charles Cryan, Director of Fiscal Services

Date: \_\_\_\_\_

## SCHEDULE A

### Licensed Product

FLEX Remittance Processing Application  
Flex Image Archive/Retrieval Software  
Standard Report Module  
Host File Reformat Module

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/07/2004
PRODUCER (607)844-8626 FAX (607)844-4747 George B. Bailey Agency, Inc. 5 South Street PO Box 575 Dryden, NY 13053	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Omega Systems Of North America, Inc. & Try Core Systems, Inc. 128 West Main Street Dryden, NY 13053 607-844-3228 Theresa Wolf	INSURERS AFFORDING COVERAGE INSURER A: Finger Lakes Fire & Casualty INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # A IV

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PART SECT <input type="checkbox"/> LOC	184089802	06/07/2003	06/07/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO IDENTIFIED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPRIOR AGE \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: GA ACC \$ AOC \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					WC STATUS: <input type="checkbox"/> EMP <input type="checkbox"/> OFFER TYPY LIMITS \$ AN R.L. EACH ACCIDENT \$ R.L. DISEASE - FA EMPLOYEE \$ R.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate holder is included as an additional insured with respect to work performed by our insured only. Coverage shall not be suspended, voided, cancelled, reduced in coverage or limits except after 30 days prior written notice by certified mail or fax & original notice mailed to city of College Station.

<b>CERTIFICATE HOLDER</b>  City of College Station PO Box 8940 College Station, TX 77842	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE REMAINING INSURER WILL ENDEAVOR TO MAIL, <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John Bailey
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**Omega Systems**  
OF NORTH AMERICA, INC.

128 West Main Street  
Dryden, NY 13053  
Tel: 607.844.4011  
Fax: 607.844.3228

June 10, 2004

City of College Station  
Attn: Susan Chmelarat  
P.O. Box 9960  
College Station, TX 77842

Dear Susan,

As per our telephone conversation, this letter is to confirm that Tri-Core Systems, LLC is the software division of Omega Systems of North America, LLC.

Sincerely,



Theresa Wolf  
Office Manager

[www.omegasyscorp.com](http://www.omegasyscorp.com)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

MZ  
R076 DATE  
06-10-2004

PRODUCER  
PAYCHEX AGENCY, INC  
210705 P: (877)287-1312 F: (877)287-1315  
308 FARMINGTON AVE  
FARMINGTON CT 06032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
*Omega Systems*  
TRI-CORE SYSTEMS LLC *Teresa*  
128 W MAIN ST *607-844-4011*  
DRYDEN NY 13053

INSURERS AFFORDING COVERAGE  
INSURER A: *The Hartford Ins Group AX, XV*  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	76 WEG GY3359  <i>OK, per Bill Cody 6/10/04</i>	11/01/03	11/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 THE ABOVE POLICY NUMBER PROVIDES A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER EFFECTIVE 6/9/2004. PROJECT: 1104 TEXAS AVENUE, COLLEGE STATION, TX 77842  
 EFFECTIVE 11/1/03 TO 6/9/04 E.L. LIMITS IS \$100,000/\$100,000/\$500,000.  
 EFFECTIVE 6/9/04 E.L. LIMITS IS \$1,000,000/\$1,000,000/\$1,000,000.

CERTIFICATE HOLDER  
 CITY OF COLLEGE STATION  
 PO BOX 9960  
 COLLEGE STATION, TX 77842

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*[Signature]*

June 07, 2004

City of Colloge Station  
Attn. Susan Chmclarat  
P.O. Box 9960  
College Station, TX 77842

Re: Omega Systems of North America, LLC  
Insurance

Dear Susan,

Since we do not have a company vehicle, we do not have automobile insurance.

Sincerely,

  
Theresa Wolf  
Office Manager