



OPS

OPS INC. SECURITY SERVICES

SECURITY SERVICES
SAFETY FIRST

OPS INC Security Services
Security Services Agreement

This Security Services Agreement (the "Agreement") is made and entered into as of July 30, 2025, by and between OPS INC Security Services, a domestic business corporation licensed by the Texas Department of State, Division of Licensing Services, as Watch-Guard and Patrol Agency, having its principal business at 8200 Wednesbury Ln, Suite 330A Houston, TX 77074, ("OPS Inc."), and Galveston College with the job location at 4015 Avenue Q, Galveston, TX 77550 ("Client").

WHEREAS, Client wishes to engage OPS Inc. in accordance with the provisions of this Agreement to perform Security Services as defined and detailed further below.

WHEREAS, according to Texas Occupations Code Title 10 Section 1702.108, A person acts as a guard company for the purposes of this chapter if the person engages in the business of or undertakes to provide a private watchman, guard, or street patrol service on a contractual basis for another person to: (1) prevent entry, larceny, vandalism, abuse, fire, or trespass on private property; (2) prevent, observe, or detect unauthorized activity on private property; (3) control, regulate, or direct the movement of the public, whether by vehicle or otherwise, only to the extent and for the time directly and specifically required to ensure the protection of property; (4) protect an individual from bodily harm including through the use of a personal protection officer; or (5) perform a function similar to a function listed in this section.

WHEREAS, OPS Inc. will provide specified security services in a specified geographical location for Client (hereinafter referred to as "Specified Security Services" and further defined in Clause 1: "Scope of Services") in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged and detailed below,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

- 1. Scope of Services:** OPS Inc. agrees to only provide the Specified Security Services for the Client as laid out in Exhibit A of this Agreement and no other services. Exhibit A is incorporated here by reference ("Specified Security Services").
- 2. Term:** This Agreement shall commence on September 25, 2025, and shall continue until TBD, unless otherwise terminated as provided in this Agreement.
- 3. Payment:** Initial payment shall be made in advance of any Specified Security Services. Every subsequent payment shall be made NET 10 following the initial payment, to the address set forth below, or as otherwise specified in writing by OPS Inc. Client specifically understands and acknowledges that failure to make timely payment may

subject Client to a 10% additional payment penalty per month for any payment(s) in arrears, termination of this agreement by OPS Inc., and the forwarding of any unpaid invoices to a third-party collections agency.

4. **Termination:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, OPS Inc. shall be entitled to payment for services performed through the date of termination.

If Client fails to make timely payment to OPS Inc. pursuant to this Agreement, OPS Inc. reserves the right to terminate this Agreement upon three (3) days written notice to Client.

Client specifically understands that if anything regarding this Agreement, including but not limited to the Specified Security Services, is deemed to be more risky, dangerous, or requires additional resources by OPS Inc., to be determined in OPS Inc.'s sole discretion, then OPS Inc. reserves the right to immediately terminate this Agreement upon written notice to Client.

5. **Warranties and Representations:** OPS Inc. represents and warrants that it has the right to enter into this Agreement and to provide the Specified Security Services set forth in this Agreement. Client represents and warrants that it has the right to occupy and use the Premises, and that the Premises will be used in a lawful manner.

Client further represents and warrants that it has hired OPS Inc. to perform the Specified Security Services only and Client will abide by OPS Inc. judgment, in OPS Inc. sole discretion, if additional guards or safety precautions are needed for the proper execution of Specified Security Services, all at Client's additional expense. Client specifically understands that failure to abide by OPS Inc.'s judgment may result in immediate termination of this Agreement pursuant to Paragraph 4 of this Agreement.

6. **Indemnification:** Client shall indemnify, defend and hold harmless OPS Inc., its officers, directors, employees, agents, heirs and assigns from and against any and all claims, demands, losses, damages, costs, and expenses (including attorney's fees) arising out of or in connection with the Client's use and occupancy of the Premises, except to the extent such claims, demands, losses, damages, costs, and expenses are caused by the gross negligence or intentional misconduct of OPS Inc., its officers, directors, employees, agents or assigns.
7. **Limited Liability:** Client agrees that in no event shall OPS Inc., its directors, officers, employees, heirs or assigns, agents or affiliates, be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages, including without limitation, property damage, damages for loss of profits, or business interruption, even if advised of the possibility of such damages.
8. **Changes to Agreement:** Any changes to this Agreement shall only be validated by written amendments to this Agreement and signed by all the parties and duly witnessed and dated in a like manner to the below.

- 9. Confidentiality:** "Confidential Information" means any and all information, regardless of the form or medium, that is disclosed or made available by OPS Inc. to Client and which is not generally known to the public, including but not limited to, trade secrets and any personal information related to OPS Inc., its owners, employees, and independent contractors. Client agrees that it will not, without the prior written consent of OPS Inc., directly or indirectly, use, disclose, or permit the use or disclosure of any Confidential Information. Client agrees to take all reasonable measures to protect the confidentiality of the Confidential Information. Client acknowledges that any breach of this confidentiality clause may cause irreparable harm to OPS Inc. and that monetary damages may not be sufficient to remedy such harm. Accordingly, OPS Inc. may be entitled to seek injunctive relief or other equitable remedies, in addition to any other rights or remedies available at law.
- 10. No Assignability:** Client shall not assign or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of OPS Inc., which consent may be withheld in OPS Inc.'s sole discretion. Any attempted assignment or transfer in violation of this provision shall be null and void. OPS Inc. may assign this Agreement, in whole or in part, to any person or entity without the prior written consent of the Client.
- 11. No Obligation:** OPS Inc. is under no obligation, express or implied, to provide any security services beyond the Specified Security Services specifically set forth in this Agreement. OPS Inc. shall not be liable for any losses, damages, or claims arising from any failure to provide security services beyond the Specified Security Services in this Agreement, or for any delays, interruptions, or other problems that may arise in connection with the provision of such services. The Client acknowledges and agrees that it is solely responsible for assessing and managing its own security risks and for taking any necessary measures to mitigate such risks.
- Nothing in this Agreement shall be construed to suggest that OPS Inc., its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life, lives, and/or property of persons unless specifically listed in Exhibit A of this Agreement.
- 12. Force Majeure:** In the event OPS Inc. is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, natural disasters, pandemic, epidemic, or other causes reasonably beyond OPS Inc.'s control, OPS Inc. shall not be liable for damages to Client for any damages resulting from such failure to perform or otherwise from such causes.
- 13. No Equitable/Injunctive Relief:** Client shall be limited in the remedy available to it for any breach of this Agreement by OPS Inc. to money damages and expressly waive any right to rescission or other equitable and injunctive relief.
- 14. Texas Law; Arbitration:** This Agreement shall be governed and construed under the applicable laws of the State of Texas. The parties hereto agree that any claim

of violation of this Agreement or arising out of or related to this Agreement shall be resolved finally through binding arbitration before a neutral, mutually selected arbitrator, pursuant to the procedural rules of the American Arbitration Association. The prevailing party in any such dispute shall be entitled to an award of fees and costs, including attorneys' fees, as well as all other available forms of monetary relief or damages, limited to those not strictly prohibited by this Agreement.

15. Severability: Any paragraph/provision under this Agreement determined to be void or illegal under applicable law of the State of Texas shall be deemed severable, and all other provisions of this Agreement shall remain in full force and effect.

16. Binding Effect: This Agreement and all provisions herein shall bind the parties hereto and their respective trustee(s), heir(s), successor(s), executor(s), administrator(s), assign(s), and legal representative(s) for as long as this Agreement lasts (refer to Paragraphs 2 & 4 related to "Term" & "Termination").

17. Titles and Headings: Titles and headings contained in this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

18. No Force or Duress: Client confirms and acknowledges that it agrees to all terms of this Agreement and Client's decision to agree to the terms of this Agreement has been made knowingly and voluntarily, and in the absence of force or duress.

19. Complete Understanding of the Agreement by Client: Client hereby specifically acknowledges that it has read this Agreement in its entirety, has understood this Agreement in its entirety, and has been advised to seek the advice of independent legal counsel in the review and signing of this Agreement.

20. Digital Signature will Suffice. The parties agree that this Agreement may be executed and delivered by electronic signatures and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral, relating to the subject matter of this Agreement.

Client's Signature

Date

OPS Inc.
Authorized Signatory

Date

Client Initials Here _____

EXHIBIT A (Specified Security Services)

Job Location:	4015 Avenue Q, Galveston, TX 77550
Dates/Times:	3 armed for 4-8 weeks 5 days a week, Monday to Friday 7am to 3pm (8hrs.) 3pm to 11pm (8hrs) 10am to 6pm (8hrs.)
Location Contact:	Van Patterson
Contact Telephone:	Vpatterson@gc.edu (409) 944-1205
Payment Terms:	Zelle; Wire Transfer (Strictly NET 10)
Rate (U.S. Dollars):	Hourly Rate: \$35.86 Total Hours per Day: 24 hours (3 guards × 8 hours) Daily Rate: \$860.64 Weekly Rate: \$4,303.20
Uniform:	Provided
Guard Details:	Armed Guard
Job Details:	Security guard will provide a visible deterrent for crimes against the client's protection and property.