



Letter dated April 16, 2019 – Agreement effective upon date of the last signature

University of North Texas Health Science Center
3500 Camp Bowie Blvd
Fort Worth, TX 76107
Attn: Andrea Anderson

Dear Ms. Anderson:

I am pleased to confirm, on behalf of Huron Consulting Services LLC (Huron), our engagement to provide the University of North Texas Health Science Center (UNTHSC) certain services and software access related to the implementation of a software-as-a-service (SaaS) version of Huron's ECC effort reporting technology. This implementation is subject to the terms and conditions agreed to in the UT System Supply Chain Alliance contract number UTSSCA7916 and all applicable rates and fees.

Objectives and Scope

We understand the engagement objectives and scope to be to provide services in conjunction with the implementation of Huron's ECC product at UNTHSC (the "Project"). Note that a separate Software Subscription Agreement and Software Subscription Schedule are also applicable to this engagement.

Our Services

Our services will consist of implementing ECC for UNTHSC. Our general implementation approach is outlined below – we will plan to work closely with UNTHSC at the outset of the project to tailor this approach as necessary for UNTHSC's specific needs.

A) Plan and Manage the Project

Huron will take a limited role in project management responsibilities. Huron and UNTHSC will define the project planning and management responsibilities at the outset of the engagement to have a clear understanding of the project's stakeholders and goals, and who will be doing what and when to achieve those goals. Activities to be performed during the initialization of the project will be creating a project charter that describes the project organization, goals, resources, and timeline; creating a project plan that includes tasks and milestones; organizing, scheduling, and conducting kickoff meetings; determining testing and training plans; finalizing a project communication plan; finalizing a change management plan; and confirming source data. Items like maintaining the project plan, scheduling meetings, preparing status reports, tracking budgets, and providing updates to leadership will be the responsibility of UNTHSC resources with input from Huron when needed.

B) Analyze and Design

Huron will lead this phase of the project, educating the UNTHSC team on ECC capabilities and operational features, in addition to finalizing a detailed understanding of UNTHSC's desired effort reporting process. The Application Planning Sessions will include documenting the current effort reporting state and developing the future state design, conducting training on ECC functionality with the core UNTHSC team members, and performing a more detailed "fit-gap" analysis to identify any gaps between UNTHSC's effort reporting goals and the current design. We will work with UNTHSC technical resources to establish detailed plans for creating data



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extracts from UNTHSC source systems to be loaded into ECC and schedule the delivery of initial extracts for testing purposes.

System Changes/Customizations

During the early stages of the implementation process Huron will work with UNTHSC to determine if any changes to the system are needed as a result of careful analysis of the desired business processes. Any changes to ECC that would result in a modification to the system would be governed by a change order process. Modifications are scoped, designed, and documented (requirements, sample screenshots, system impact, timeline, and cost) in a collaborative and iterative manner with the client – a sample ECC modification specification document can be provided upon request. Upon mutual agreement to the specification document both Huron and UNTHSC will approve the specification document. Development of the modification will then commence and the modification will be built to the specification. Changes along the way will result in additional documentation and sign-off.

Based on our initial discussions with UNTHSC we do not anticipate any modifications to ECC at this time. If during the Analyze and Design phase of the project it is determined that functionality changes are required, we will utilize the approach detailed above to develop the necessary changes.

C) Data Extract Development

During this phase, UNTHSC technical resources will work to develop the extracts of source system data to be loaded into ECC. Huron will work with UNTHSC resources to confirm appropriate formatting of the files and assist with any questions related to the data that needs to be included. Integration touch-points with UNTHSC's source systems will be configured/built during this phase, in connection with ECC system configuration.

D) Configure and Build

During this phase, the ideas generated from the previous phase take form. Huron will assist UNTHSC resources in this phase of the project, walking through the steps of configuring the system and establishing security for end users based on the finalized future state processes as well as conducting initial reviews of loaded data.

E) Test the System

During this phase, Huron and UNTHSC will work together to verify that ECC is performing according to system requirements and expectations. Huron will lead the testing phase of this project, preparing test plans and providing UNTHSC resources with an overview of testing best practices. UNTHSC resources will execute all testing phases and document testing results to verify that functionality is working as expected. Huron will work with UNTHSC resources throughout testing to answer questions and to bring all issues to resolution.



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F) Train Key Personnel

Huron will work with UNTHSC to ensure that UNTHSC personnel who will be responsible for ECC have received appropriate levels of training on both the system and basic effort reporting concepts. We can capitalize on our existing training materials and will work with UNTHSC at the beginning of the project to determine the specific training requirements (timing, number of classes, method of delivery, etc.). Huron will assist with creating the training plan and with development of the training materials. UNTHSC resources will be responsible for leading any in-person training sessions and ensuring the resources are in place to distribute all training materials to the appropriate individuals.

G) Deploy the System

This final phase incorporates both data go-live (where effort reports are reviewed by central administrators prior to distribution to certifiers and department and administrators, so that any necessary final adjustments can be made), and system go-live. Huron will assist with the execution of all steps documented in the go-live checklist, including assistance with final preparation of the Production environment prior to go-live.

Deliverables:

The following represent the majority of the deliverables expected from the "Implementation", consistent with the phase outlined above:

Planning & Project Management

- Detailed Project Plan – Completed by Huron with input from UNTHSC
- Communication Plan – Completed in partnership with UNTHSC
- Change Management Plan – Completed in partnership with UNTHSC
- Training Plan – Completed in partnership with UNTHSC
- Testing Plan – Completed in partnership with UNTHSC

Analysis & Design

- Current State Analysis – Developed by Huron with input from UNTHSC
- Future Process Maps – Developed by Huron with input from UNTHSC
- Fit-Gap Analysis – Completed in partnership with UNTHSC
- InfoEd/PeopleSoft Integration Specification and Workflow – Developed by Huron with input from UNTHSC
- Modification Specifications (if needed)– Developed by Huron with input from UNTHSC

Data Extract Development

- Formatted .XML documents containing data from your source systems related to departments, sponsors, projects, people, payroll, cost sharing, and commitments. – Developed by UNTHSC technical resources with input from Huron

Configure & Build

- Test System configured for initial testing – Completed in partnership with UNTHSC
- Valid data loaded – Completed in partnership with UNTHSC
- Production Environment Checklist - Completed in partnership with UNTHSC



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- Defined User Security Hierarchy – Completed in partnership with UNTHSC; this includes definition of department administration-user and end user functional roles and permissions
- Finalized integration of authentication with UNTHSC's authentication protocol – Finalized by Huron with input from UNTHSC
- Integration model to support Labor Cost Transfers between InfoEd/PeopleSoft and ECC
- Finalized integration of email with UNTHSC's environment – Finalized by Huron with input from UNTHSC

Test

- Test Plan – Huron provides templates and works with UNTHSC to modify as necessary
- Detailed Test Scripts - Huron provides templates and works with UNTHSC to modify as necessary
- Documentation and analysis of testing results - Completed in partnership with UNTHSC

Train

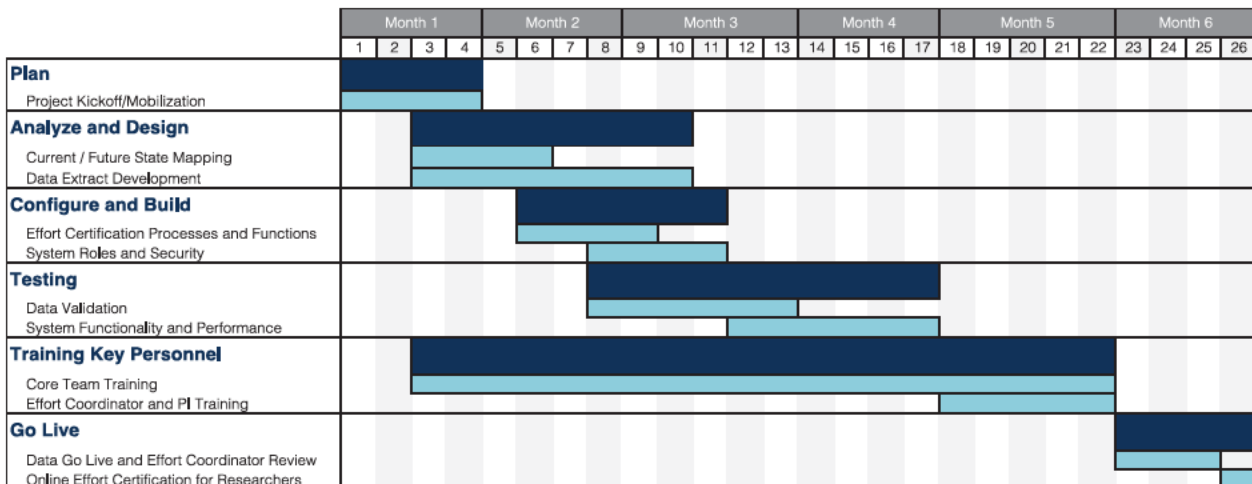
- Training materials - Huron provides templates and basic information on system functionality; UNTHSC to modify as necessary
- Training system environment configured for training – Completed in partnership with UNTHSC

Deployment

- Go-live checklist – Huron leads this exercise
- Live system with production data – Completed in partnership with UNTHSC

Project Timeline

The following graphic outlines the anticipated duration of each phase of the "Implementation". It is anticipated that this would be a 6-month implementation.





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Your Responsibilities

In connection with our provision of services, you will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

- Provide overall project management for managing scheduling, prioritization, and cost and schedule tradeoffs.
- Orchestrate the involvement of the appropriate subject matter experts (functional and technical) as needed.
- Participate in the development, review, and approval of project deliverables.
- UNTHSC will form a "Core Team" of individuals whose primary duties are to accomplish the tasks and produce the deliverables outlined above. This team shall include appropriate:
 - Subject matter/functional resources relative to effort reporting and overall grants management.
 - Technical resources to handle creating of data integration files, working through security/authentication issues, and ensuring emails can be sent directly from the system to UNTHSC employees.
 - Project management resources who will take the lead in status meetings, steering committee meetings, and the tracking and management of issues and risks.

A work environment (desk, telephone, internet access/VPN accounts, database access, printer access) will be provided for Huron personnel. Huron personnel are able to use their own laptops, so a computer is not required.

You will designate an employee or employees within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis. You also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on all of your decisions and approvals and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the services.

The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions, (iii) Huron's timely and effective completion of its responsibilities and (iv) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities, to the extent caused by your deficiencies in carrying out the assumptions or in carrying out your responsibilities.



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Fees and Expenses

Huron implementation fees (inclusive of expenses) related to this engagement will not exceed \$190,000 and are subject to the rates agreed upon in the UT System Supply Chain Alliance contract number UTSSCA7916. A separate subscription agreement and schedule will be established for the ECC software that will not exceed \$38,000 in Year 1.

We will bill on an hourly basis based on the actual hours worked and the following hourly billing rates in accordance with Exhibit A to Rider 200 of the UT System Supply Chain Alliance contract number UTSSCA7916:

Title	Resource	Rate
Director	Marty Bergerson	\$380
Manager	ECC TBD	\$320
Associate	ECC TBD	\$245
Analyst	ECC TBD	\$195

Out of pocket expenses are included as part of the individual hourly rate.

Any modifications to the scope of work beyond this amount will be submitted to UNTHSC and approved separately.

We will provide UNTHSC with weekly status updates of hours and expenses for budget monitoring purposes.

We will submit an invoice to you on a monthly basis for the services provided and reimbursable expenses accrued during the prior month, with payment terms subject to the Master Services Agreement. We understand that our bills should be sent to:



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Comments: (Include Invoice Number to ensure proper credit)

Business Terms

The terms and conditions of the attached Master Services Agreement and the UT System Supply Chain Alliance contract number UTSSCA7916 apply to this engagement.

We appreciate the opportunity to be of service to you and look forward to continuing our relationship with The University of North Texas Health Science Center on this project.

* * * * *

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS & CONDITIONS

Please indicate your agreement with this Scope of Work by signing and returning to me the enclosed copy of this letter. This engagement and the enclosed terms will become effective upon our receipt of your signed copy. We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

HURON CONSULTING SERVICES LLC

By: _____ Date: 5/10/2019

Attachments:

Master Services Agreement
UT System Supply Chain Alliance contract number UTSSCA7916
Software Subscription Agreement
Software Subscription Schedule

Acknowledged and Accepted:

University of North Texas Health Science Center

Signed By: _____ DocuSigned by: _____

Date: 5/10/2019



SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is effective upon the date of the last signature (the "Effective Date") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 550 West Van Buren Street, Chicago, IL 60607 ("Huron") and the University of North Texas Health Science Center with an office located at 3500 Camp Bowie Road, Fort Worth, TX, 76107 ("Client"), and sets forth the agreement related to the Subscription Services, as defined herein. Huron and Client may individually be referred to as a "Party" or together as the "Parties".

In consideration of the mutual promises set forth in this Agreement, Huron and Client agree to the following:

1. **Subscription Services.** Subject to the terms of this Agreement and the applicable Subscription Schedule, Huron will host, operate, and maintain the software identified in the applicable Subscription Schedule ("Software") on a server owned or operated by Huron; and provide Client remote access to the Software ("Subscription Services") for the number of users identified in the Subscription Schedule. Huron will perform its Subscription Services in compliance with the Service Level Agreement performance metrics and details ("SLA") set forth in the applicable Subscription Schedule. The Parties may enter into one or more schedules for the Subscription Services (each, a "Subscription Schedule") signed by both Parties and attached hereto. Each Subscription Schedule will incorporate all of the terms and conditions of this Agreement as though fully set forth therein. In the event of a conflict between any of the terms of this Agreement and the terms of a Subscription Schedule, the terms of the Subscription Schedule shall prevail with respect to the Subscription Services that is the subject of such Subscription Schedule. Changes to any Subscription Schedule shall be made only in a written document executed by authorized representatives of both Parties.
2. **Ownership and License.** Subject to the terms and conditions of this Agreement (including, without limitation, any applicable Subscription Schedule), and payment in full of all applicable Subscription Services fees, Huron hereby grants to Client a limited, non-exclusive, non-transferable, license to access and use the Software and its accompanying technical or user documentation ("Documentation") solely for Client's own internal business purposes. Client acquires only the right to use the Software in accordance with this Agreement or its applicable Subscription Schedule, and does not acquire any rights of ownership. All right, title and interest in and to the Software and Documentation, including without limitation all intellectual property rights therein, shall at all times remain with Huron and its licensors. All rights not expressly granted hereunder are reserved by Huron.
 - 2.1. Unless otherwise expressly set forth in an applicable Subscription Schedule or expressly agreed to in advance by Huron, Client shall not (a) permit any parent, subsidiary, affiliated entity or other third party to access, view or use the Software; (b) use the Subscription Services to provide hosting, service bureau, time sharing, outsourcing, facility management, training or other services to third parties, or sell, lease, transfer, distribute, license or sublicense the Software to third parties; (c) publish the results of any Subscription Services performance benchmarks to any third party without Huron's prior written consent; (d) use the Subscription Services for any unlawful purpose and/or in any manner not in accordance with this Agreement or its applicable Subscription Schedule; (e) reverse engineer the Software in any manner, including, without limitation, through decompilation or disassembly; (f) edit, modify or create derivative works based on the Software, it being understood that Huron shall have all right, title or interest in and to all edits, modifications or derivative works based on the Software.
 - 2.2. Client is solely responsible for obtaining appropriate licenses relating to all third party software or hardware that may be required to access and operate the Software.
 - 2.3. **United States Government Rights.** The Software is unpublished software, trade secret and confidential or proprietary information of Huron or its licensors and is developed exclusively at private expense. The Software is comprised of "commercial items", "commercial computer software" and "commercial computer software documentation" as defined in FAR 2.101, DFAR 252.227-7014(a)(1) and DFAR 252.227-7014(a)(5). Consistent with DFAR 227.7202 and FAR 12.212, any use, reproduction, display, or disclosure by the US Government shall be governed solely by the terms of this Agreement.
 - 2.4. **Data Ownership and Access.** All data provided to Huron by or on behalf of Client pursuant to this Agreement (the "Data") will remain the property of the Client. "Data" specifically excludes the Software and hosting environments and any customizations, modifications or derivative works related to the same. All Data will be treated by Huron as sensitive, and Huron will use commercially reasonable efforts consistent with the terms of this Agreement to safeguard the Data against unauthorized access or disclosure.
3. **Term.** Each Subscription Schedule will specify the effective date and term for such Subscription Services. Unless otherwise specified in the Subscription Schedule, Subscription Services shall automatically renew for an additional term at Huron's then current rates, unless either Party provides the other Party with written notice at least sixty (60) days prior to the expiration of the then current term,



of its intention not to renew Subscription Services. Upon such proper notification to the other Party, such Subscription Schedule will terminate at the end of such then current term. For the avoidance of doubt, Subscription Services are non-cancelable during any current term except for any termination pursuant to Section 9 Termination.

4. Fees and Payment.

- 4.1. Client shall pay the fees for the Hosting Services in the amounts specified in the applicable Subscription Schedule. The Subscription Services fees do not include taxes and other governmental charges (which will be separately identified in Huron's invoices, if applicable). Client is responsible for and will pay for all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with the furnishing of Subscription Services, excluding taxes rightfully assessed on Huron's taxable income.
- 4.2. Client shall pay the set up fees and the Subscription Services fees for the first quarter of the annual term upon execution of the applicable Subscription Schedule. Thereafter, unless otherwise agreed to in an applicable Subscription Schedule, fees shall be due on or before the commencement of each subsequent quarter of the annual term. All fees paid hereunder are non-refundable. Amounts remaining outstanding for more than twenty (20) days (past due), will be subject to an interest charge of 1.5% per month from the date of the invoice. Additionally, Client shall reimburse Huron for all out-of-pocket costs of collection for overdue invoices. Huron reserves the right to suspend Subscription Services if not timely paid, in which event Huron will not be liable for any resulting loss, damage or expense in connection with such suspension.

5. Client's Duties and Obligations

5.1. Client is responsible for:

- 5.1.1. ensuring that the Subscription Services meets Client's specific needs prior to using the Subscription Services;
- 5.1.2. establishing and overseeing an overall program designed to complement the deployment of the Subscription Services. Components of such a program that would complement the use of the Subscription Services include policy and procedures, training and education, roles and responsibilities, and risk monitoring;
- 5.1.3. ensuring that the data that is loaded into the Subscription Services is accurate and correctly formatted as instructed in the Documentation and the accuracy of the data contained within all source systems that provide data feeds to Subscription Services, and accurately extracting, formatting, and validating the data to be loaded from their source systems;
- 5.1.4. using reasonable security methods to transfer data, including using methods similar to their current practices for protecting data and for application security using methods similar to the ones Client uses for other ERP or administrative systems (i.e. behind a firewall, on a secure network, using secure authentication, etc.); and
- 5.1.5. communicating to its employees and users its existing acceptable use of computing and network resources policy; such policy must provide that (i) that any attempt to compromise the integrity or security of data within the Subscription Services is prohibited; and (ii) any release of malware within the Subscription Services caused by one of its users is prohibited.
- 5.1.6. the use of the Subscription Services by its employees and users which in any way violates Client's acceptable use policy.

5.2. Client agrees it is solely responsible for and assumes all liability relating to the following:

- 5.2.1. All content and data provided to Huron by or through Client for use with the Subscription Services;
- 5.2.2. Decisions about, implementing and maintaining Client's computer, communications systems, and security procedures and devices needed to use the Services;
- 5.2.3. The outcomes of compliance efforts by Client, recognizing that the Software as hosted by Huron is merely one tool to be used in achieving compliance;
- 5.2.4. Compliance with all applicable federal, state or local laws and governmental regulations regarding Client's business or use of the Subscription Services;
- 5.2.5. Use of the Subscription Services by Client's authorized users; and
- 5.2.6. All software that is not hosted by Huron.



- 5.3. Cooperation. Client agrees to provide Huron with all commercially reasonable cooperation and information necessary or desirable to implement the Subscription Services for Client.
- 5.4. Resale. Client will limit the use of the Services to Client's purposes and those of its authorized users and will not engage in the business of reselling Huron's Services to third parties.
- 5.5. Client will indemnify and hold Huron harmless from and against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against Huron by a third party, including a subpoena or court order, arising from or relating to any breach of this Section 6 by the Client.
6. Warranties and Disclaimers.
 - 6.1. Huron warrants that it has the right to enter into this Agreement and that the Subscription Services will be performed in a good and workmanlike manner in accordance with generally accepted industry standards.
 - 6.2. Huron does not warrant that: (i) the Subscription Services will achieve any specific result or meet Client's requirements; (ii) the Subscription Services will be uninterrupted or error-free; or (iii) the server will work in conjunction with the computer systems or devices selected by Client or Client's authorized users.
 - 6.3. GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN AN APPLICABLE SUBSCRIPTION SCHEDULE, THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND HURON MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SUBSCRIPTION SERVICES OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THE SUBSCRIPTION SERVICES. HURON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR COURSE OF PERFORMANCE.
 - 6.4. NO SECURITY WARRANTY. HURON DOES NOT GUARANTEE THAT ITS SERVER, EQUIPMENT, PRODUCTS, SOFTWARE, PROCEDURES AND THE SUBSCRIPTION SERVICES WILL PREVENT LOSS, ALTERATIONS OR UNAUTHORIZED ACCESS TO CLIENT CONTENT OR DATA.
 - 6.5. DISCLAIMER OF ACTIONS CAUSED BY OR UNDER THE CONTROL OF THIRD PARTIES. HURON DOES NOT AND CANNOT CONTROL THE PERFORMANCE OF ANY CONTENT, DATA, PRODUCTS, SOFTWARE OR SERVICES PROVIDED OR CONTROLLED BY CLIENT OR ANY THIRD PARTY. AT TIMES, ACTION OR INACTION BY CLIENT OR THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIPTION SERVICES. HURON MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE CONTENT, DATA, PRODUCTS, SOFTWARE OR SERVICES OF CLIENT OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THE PROVIDERS OF ELECTRICAL OR TELECOMMUNICATIONS PRODUCTS, SOFTWARE OR SERVICES. SUCH CONTENT, DATA, PRODUCTS, SOFTWARE AND SERVICES ARE NOT PROMISED TO BE FREE OF ERROR OR INTERRUPTION, AND HURON EXPRESSLY DISCLAIMS ALL LIABILITIES ARISING FROM ANY SUCH ERROR, INTERRUPTION, OR OTHER FAILURE.
7. LIMITATION OF LIABILITY. IN NO EVENT SHALL HURON BE LIABLE, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF HURON HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OF BUSINESS OR LOSS OF REVENUE, PROFITS, DATA OR USE. HURON'S AGGREGATE LIABILITY FOR ANY OTHER DAMAGES SHALL NOT EXCEED THE AMOUNT PAID FOR THE SUBSCRIPTION SERVICES DURING THE PRECEDING TWELVE (12) MONTH PERIOD FROM WHEN THE CAUSE OF ACTION AROSE.
8. Confidential Information.
 - 8.1. Obligations as to Confidential Information. Either Party may, in connection with this Agreement, disclose (the "Disclosing Party") to the other Party (the "Receiving Party") information considered confidential or proprietary information ("Confidential Information"). Information shall be considered Confidential Information if marked confidential or proprietary, identified as confidential in nature by the Disclosing Party at the time of disclosure, or which by its nature is normally considered confidential



or provides the Disclosing Party with a competitive advantage. Confidential Information includes, and is not limited to, the terms and conditions and fees under this Agreement or any Subscription Schedule, or any specifications, benchmark or testing results in connection with the Subscription Services. A Receiving Party shall (i) limit access to and use of a Disclosing Party's Confidential Information to those of the Receiving Party's employees and third party agents that require such access and use in connection with its performance of an obligation under this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Section 8; (ii) not disclose Disclosing Party's Confidential Information to third parties, unless authorized under this Section 8.1; (iii) protect the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party's Confidential Information for any purpose except as permitted hereunder. Each Receiving Party shall take appropriate action with its employees, or third party agents to satisfy its obligations hereunder.

- 8.2. Exceptions. Nothing in this Section 8 shall prevent a Receiving Party from disclosing Confidential Information to the extent that such Confidential Information is: (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (v) disclosed without similar restrictions to a third party by the Disclosing Party; or (vi) disclosed to taxing authorities or to representative and advisors in connection with tax filings, reports, claims, audits and litigation.
- 8.3. Mandatory Disclosure. If any judicial, legislative or administrative body requests or threatens to compel disclosure of Confidential Information, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party will comply with reasonable requests of the Disclosing Party (at Disclosing Party's expense) to assist Disclosing Party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information, and Receiving Party may then disclose Confidential Information only if, and to the extent, required by law.
- 8.4. Miscellaneous. Nothing herein shall be construed so as to prevent a Disclosing Party from disclosing to others its own Confidential Information. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement. Huron may mention Client's name and provide a general description of the Subscription Services in Huron's client lists or marketing materials. The obligations of confidentiality under this Section 6 shall survive termination of the Agreement for a period of five (5) years from the date of termination.

9. Termination.

- 9.1. In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement or an applicable Subscription Schedule, if the breaching Party fails to cure such breach within thirty (30) days after written notice by the non-breaching Party.
- 9.2. Either party may terminate this Agreement by written notice to the other party upon (a) the other party ceasing to carry on its business as currently conducted; (b) the other party becoming insolvent; (c) any proceeding under the bankruptcy or insolvency laws is brought by or against the other party which is not dismissed within sixty (60) days; (d) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; or (e) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.
- 9.3. Huron's Additional Rights to Restrict Subscription Services. Huron reserves the right, effective immediately upon notice to Client, to limit, modify or terminate, as necessary, any or all Services in whole or in part if, in Huron's sole reasonable judgment, use of the Subscription Services by Client or its authorized users (i) presents a material security risk or will interfere materially with the proper continued operation of the Huron data center or the Subscription Services; (ii) violates applicable laws or governmental regulations, including without limitation consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer and telecommunications laws; (iii) violates or infringes any intellectual property right of Huron or a third party; (iv) violates export control regulations of the United States or other applicable countries; or (v) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop. Notice is achieved by email transmission for purposes of this Section.
- 9.4. Effect of Termination. Upon termination, all rights granted to Client under this Agreement terminate immediately. Client will relinquish use of the Internet protocol addresses or address blocks assigned to it by Huron in connection with this Agreement. Huron will return to Client all Client content, data files or other Client property in Huron's possession so long as Huron, in its



reasonable discretion, determines that such a return would not be a violation of any applicable law or governmental regulation. Client remains liable to pay Huron for the Subscription Services received through the date of termination of this Agreement and for any periods during which Client is still receiving all or some portion of the Subscription Services. Sections 2.1-2.4, 4.1, 5.5, 6, 7, 8, 9.4, and 11.4 – 11.10 shall survive any expiration or termination of this Agreement.

10. General.

- 10.1. Export Control. Client shall comply fully with all applicable United States and applicable foreign government export laws and regulations. Client shall not allow access to the Subscription Services to any user if such access would directly or indirectly constitute an export or re-export of any technical information, materials, or direct products thereof, to any destination, or person or entity restricted or prohibited by such export laws and regulations.
- 10.2. Notices. All notices required under this Agreement shall be given in writing and delivered to the receiving Party at its respective address set forth below by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), or (iii) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Any Party may change its address set forth below by written notice to the other Party in accordance with the terms of this Section 11.2.

If to Huron:

If to Client:

- 10.3. Assignment. Neither Party shall assign or transfer this Agreement or any of the rights granted by this Agreement, without obtaining the other Party's written approval, such approval not to be unreasonably withheld whether by operation of law or otherwise; provided, however, that in the event of a sale of all or substantially all of the assets of either Party as a going concern to another entity, or merger or consolidation with or into another entity which shall continue that Party's business substantially unchanged, the successor entity shall, upon written notice to the other Party and assumption in writing of the assigning Party's obligations under this Agreement, be entitled to the benefits granted herein, subject to all of the other terms and conditions of this Agreement.
- 10.4. Waiver and Severability. No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.
- 10.5. No Third Party Beneficiaries. This Agreement is entered into solely for the respective benefit of the Parties and their permitted successors and assigns, and nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to an entity other than the Parties to this Agreement, persons and entities expressly indemnified hereunder and each of their permitted successors and permitted assigns.



- 10.6. Force Majeure. Except for an obligation to make a payment of fees hereunder, neither Party shall be responsible for any delay or failure in performance resulting from occurrences beyond its reasonable control, including acts of God, war, terrorism, riot or other civil disturbance; outages of electrical, telecommunications or computer server hosting services; acts of government; non-cooperation of the other Party where necessary; or labor strikes or lockouts. The affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, provided that, in order to be excused from delay or failure to perform, such Party shall promptly notify the other Party of the anticipated delay and the steps proposed to be undertaken to mitigate the effects of the delay.
- 10.7. Relationship of the Parties. The relationship of the Parties shall be that of independent contractors. Nothing herein shall be construed to create any agency, partnership, joint venture or similar relationship or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither Party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any matter or thing whatsoever.
- 10.8. Arbitration. The Parties hereto agree that any and all disputes or claims arising hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be conducted in Chicago, Illinois. The arbitrator's decision must set forth a reasoned basis for any award of damages or finding of liability and shall be final and binding. Any arbitration award (including reasonable attorney's fees and related expenses for the prevailing Party) may be entered in and enforced by any court having jurisdiction thereof, and the Parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.
- 10.9. Entire Agreement. The Agreement, including its Subscription Schedules, constitute the entire agreement between the Parties, and upon execution and delivery supersedes all prior oral or written agreements or communications, with regard to the subject matter described herein. In no event shall any purchase order, acknowledgment form or similar document issued by either Party serve to modify or supplement, directly or indirectly, any provision of this Agreement, even if accepted or countersigned by the other Party for administrative convenience only. This Agreement, including its Subscription Schedules may not be modified, except by a written amendment signed by an officer or a duly authorized representative of each Party and expressly referring to this Agreement.
- 10.10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, but without giving effect to any choice of law or other principles which might otherwise make the laws of a different jurisdiction govern or apply. The terms in this document shall govern all the rights and obligations of the parties, notwithstanding any provision of the Convention on Contracts for the International Sale of Goods to the contrary.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

HURON CONSULTING SERVICES LLC

Signed By:	
Title:	
Date:	5/10/2019

THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

Signed By:	
Title:	
Date:	

CHDS01 MAV 718136v1
CHDS01 MAV 722695v1

HSC Contract #2019-0558



SUBSCRIPTION SCHEDULE TO SUBSCRIPTION AGREEMENT

This is a subscription schedule ("Subscription Schedule") to the Subscription Agreement effective upon date of last signature ("Agreement") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 550 West Van Buren Street, Chicago, IL 60607 ("Huron") and the University of North Texas Health Science Center with an office located at 3500 Camp Bowie Road, Fort Worth, TX, 76107 ("Client").

This Subscription Schedule is an integral part of the Agreement and is incorporated into the Agreement by this reference. In the event of a conflict between any of the terms of the Agreement and the terms of this Subscription Schedule, the terms of this Subscription Schedule shall prevail with respect to the Subscription Services that is the subject of this Subscription Schedule. Changes to this Subscription Schedule shall only be made by a written amendment or other writing executed by an authorized representative of each Party.

Huron and Client may individually be referred to as a "Party" or together as the "Parties". Capitalized terms used but not otherwise defined in this Subscription Schedule shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises set forth in this Subscription Schedule, the Parties agree as follows:

1. Initial Term.

The initial term of this Subscription Schedule will commence on June 1, 2019 and shall continue thereafter for a period of 5 years. This Subscription Schedule will thereafter be renewed or terminated by the Parties in accordance with Section 3 of the Agreement.

2. Subscription Services.

The Subscription Services, Software, and Server configuration are more fully described in Exhibit A, attached hereto.

The Service Level Agreement is more fully described in Exhibit B, attached hereto.

Number of Users: 2000.

The number of users is defined as those individuals in the Production environment with payroll and/or cost share on a grant, contract, and other agreement with the Federal Government of the United States, subjecting them to Federal effort reporting requirements.

3. Fees.

Annual Fees: \$38,000

All applicable Annual Fees shall be due on or before the commencement of such applicable year. Annual fees will escalate at 3.5% per year beginning on July 1, 2020. Please see the following fee schedule:

<u>Software</u>	<u>Subscription Services Period</u>	<u>Fees</u>	<u>Invoice Date</u>
ECC (up to 2,000 Users)	Commencement of agreement through June 30, 2020	\$ 38,000 per year	Upon commencement of Subscription Schedule Effective Date, billed annually in advance
ECC (up to 2,000 Users)	July 1, 2020 – June 30, 2021	\$ 39,330 per year	Billed annually in advance
ECC (up to 2,000 Users)	July 1, 2021 – June 30, 2022	\$ 40,707 per year	Billed annually in advance
ECC (up to 2,000 Users)	July 1, 2022 – June 30, 2023	\$ 42,131 per year	Billed annually in advance
ECC (up to 2,000 Users)	July 1, 2023 – June 30, 2024	\$ 43,606 per year	Billed annually in advance



In the event that the Client uses the Subscription Services or allows access to the Subscription Service beyond the Number of Users identified above, Client shall pay Huron a fee of \$19,000 for each additional User above the allowed Number of Users.

In the event Client requests any changes to the Subscription Services, Huron reserves the right to increase the Subscription Services fees. Examples of such Client changes include, and are not limited to any of the following:

- Additional storage required by Client
- Additional Software or third party software required or requested by Client
- Additional Client requirements
- Special connectivity required by Client (such as dedicated VPN)

Huron reserves the right to increase Subscription Services fees that are caused by third parties such as providers of software or electrical or telecommunication products and services. In such event, Huron will provide Client with thirty (30) days prior written notice of such increase.


IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Subscription Schedule and agree to its incorporation into the Agreement.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

HURON CONSULTING SERVICES LLC

Signed _____
Print _____
Title: _____
Date: 5/10/2019

THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

Signed  DocuSigned by: _____
Print _____
Title: _____
Date: 5/10/2019

HSC Contract 2019-0558



EXHIBIT A

1. Software: ECC Software
2. Subscription Services: Subject to the terms and conditions of the Agreement and this Subscription Schedule and payment of all applicable Subscription Services fees, Huron will provide the following Subscription Services to Client:
 - 2.1. Design. Huron will provide a dedicated hosted environment consisting of web, application and database servers and network infrastructure to provide access to the Software.
 - 2.2. Installation and Configuration. Huron will procure, install, and configure the servers (which, to the extent necessary, will include rack mounting of servers and related equipment, installation of system and database software components, configuration of networking, installation of the Software, and loading of initial Client data);
 - 2.3. Internet Connectivity. Huron will provide for Internet connectivity through an Internet service provider (ISP) at the hosting facility (which, to the extent necessary, will include multiple, diversely routed high-speed connections, and a firewall for security). Client's authorized users will need to make their own arrangements for Internet access to access the Subscription Services;
 - 2.4. Backups. Huron will provide "cold", i.e. non-real-time, backups of the hosted environments. Huron will preserve weekly backups for eight (8) weeks and daily backups for ten (10) days excluding the days the weekly backups are performed. All backups will be saved to tapes and stored in a secure offsite location.
 - 2.5. Recovery Services. In the event the Subscription Services are affected as a result of a disaster, Huron will use commercially reasonable efforts to resume normal operations within ten (10) business days of the disaster event. For the avoidance of doubt, it will not be a breach on Huron's part if Huron is unable, through the use of commercially reasonable efforts, to resume normal operations within such timeframe due to the severity and complexity of problems created by the disaster.
 - 2.6. Monitoring. Huron will monitor the Subscription Services to reasonably detect security breaches, slow services or outages.
 - 2.7. Operational Duties. Huron will provide data loading, email scheduling, configuration of Global Settings and configuration of Roles and Rights services.
3. Huron will not provide the following services as part of the Subscription Services. These additional services may be arranged for an additional fee:
 - 3.1. Source data correction -- Huron is not responsible for correcting any data in Client's source system. In the event data loaded into the ECC database needs to be corrected, Huron will be provided the discretion to determine whether the optimal approach to data correction is in the ECC database itself, or at the source. If it is determined that data will be corrected or deleted within the ECC database, Huron will accomplish this task as part of its services under this Agreement. Any changes to data that need to be made in the Client's source systems or data file extracts must be completed by Client prior to the data being reloaded to the ECC database.
 - 3.2. Custom report development -- Huron is not responsible for developing custom reports (e.g., coded reports added to the system's standard report list) or custom IQ Tool queries (e.g. ad hoc queries added to the system for more Institutional Participant-specific ends) as part of its services under this Agreement.
4. Named Support Personnel. Client will designate a primary support contact and an alternate support contact that are authorized to contact Huron regarding Subscription Services. Huron will only respond to requests from the primary or alternate support contacts that have been designated in writing by Client to Huron (and as may be updated, from time to time, by written notification (email shall be deemed sufficient written notification under this paragraph) from Client).
5. Change Management. Client will be provided at least seven (7) days prior written notice of any changes to be made by Huron that will materially affect or degrade the Subscription Services. Huron will use commercially reasonable efforts to minimize outages that may be caused by any proposed change; however, in the event that an outage is required, Huron will use commercially reasonable efforts to minimize the impact of the change and schedule the outage based upon Client's and Huron's requirements. If an outage is required, Huron will endeavor to cause the outage to occur during a Scheduled Maintenance Period, as defined in Exhibit B below.

Client shall provide at least thirty (30) days prior written notification to Huron of any changes to its configurations that interface with the Software or Subscription Services. If necessary, Huron will provide a representative to work with Client to address any issues that arise during Client's configuration changes, for which Client shall pay Huron, at Huron's then current rates, for all services provided.



6. User Training. Huron will provide training to the Named Support Personnel as described in Section 4 above. Client is responsible for all other training for any users on functionality of the Subscription Services. If desired, Huron will provide a representative to work with Client to assist in creating training materials and/or leading training sessions for end users, for which Client will pay Huron, at Huron's then current rates, for the services provided.



EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement is not a guarantee or warranty of availability under the Subscription Services provided by Huron, but is a means of determining service credits in the event Huron does not meet the availability specifications set forth below.

1. Huron will use commercially reasonable efforts to provide Client and its authorized users the Subscription Services described in Exhibit A on a twenty-four (24) hours a day, seven (7) days a week basis, except during any Scheduled Maintenance Period as defined below. "Scheduled Maintenance Period" means the following maintenance periods:
 - 1.1. "Regular Maintenance Period" means the time period that Huron reserves for scheduled maintenance. This period is from 7:00pm to 9:00pm Central time on the third Saturday of each month. Huron will provide Client with thirty (30) days written notice of any changes to such Regular Maintenance Period; and
 - 1.2. "Irregular Maintenance Period" means the time period that Huron renders maintenance (i) that is not a Regular Maintenance Period; and (ii) for which Huron provides Client with at least seventy-two (72) hours prior notification.
2. Huron will use commercially reasonable efforts to achieve, on a continuous basis, an Application Availability Level of 99% ("Target Application Availability Level"). The Application Availability Level shall be determined as follows:

"Application Availability Level" means the percent of time in a calendar quarter of Application Service Availability, calculated by creating a fraction wherein the numerator is the number of minutes (in a given quarter) of Application Service Availability and the denominator is the total number of minutes in such quarter, less minutes in the Scheduled Maintenance Periods. Expressed as a fraction:

$$\frac{\text{(number of minutes of Application Service Availability in quarter)}}{\text{(total minutes in quarter) - (minutes of Scheduled Maintenance Period for quarter)}}$$

"Application Service Availability" means the ability to access the major components of the Subscription Services, as measured using the 'Application Log-In Measurement' and as determined through an access point on the Huron hosting provider's backbone network. The Application Log-In Measurement is a probe that runs once per minute with test credentials to gauge the responsiveness and availability of the application. Availability does not apply to the portion of the circuit that does not transit the hosting provider's backbone (as Client's authorized users are responsible for their own Internet access). Application Service Availability is reduced when, subject to provisions below, the Application Log-In Measurement fails to download (and for US based Client authorized users, when the Application Log-In Measurement fails to download within 30 seconds) and such failure to download persists for more than fifteen (15) consecutive minutes.

Application Service Availability is not reduced by time that the Subscriptions Services are not available if such unavailability is due to or exacerbated by any of the following: (i) Client caused outages or disruptions; (ii) outages caused by software or hardware not provided and controlled by Huron (including internet service providers, and third party software or sites that are accessed or linked through the site); (iii) outages caused by disruptions attributable in whole or in part to a force majeure occurrence; (iv) any infringement by Client of any third party's proprietary rights; (v) any breach by Client of the Agreement; or (vi) a shut down due to circumstances reasonably believed by Huron to be a significant threat to the normal operation of the Subscription Services (e.g., hacker or virus attack). The above factors will collectively be referred to herein as "Other Outages."

3. Huron will use a combination of information technology monitoring systems and human interaction to monitor and measure the Application Service Availability. The monitoring systems will alert Huron to potential server unresponsiveness. Upon receipt of an alert from the monitoring systems Huron resources will manually check the server availability to determine whether the alert is a false positive or an actual outage. Huron will track the alerts and the resolution of those alerts to determine the amount of Application Service Availability. In the event of an actual outage, the elapsed time from the time of alert until the resumption of availability will be considered as unscheduled downtime in determining the actual Application Service Availability and the amount of any service credit, as applicable.
4. Service Credit. In the event that during the term of this Agreement, Huron fails to achieve the Target Application Availability Level for a calendar quarter, Client will be entitled to a service credit. As set forth below, the service credit will be a partial credit of the quarterly



fee paid for the applicable Subscription Services set forth in this Agreement. For the avoidance of doubt, the service credit will be calculated only against the fees attributable to the Software that failed to achieve the Target Application Availability Level and not against any other Software, nor against other fees.

In the event Client experiences less than the Target Application Availability Level for any given quarter, and Huron determines in its reasonable judgment that such availability was caused by Huron's failure to provide the Subscription Services and not due to Other Outages, Huron will apply a credit to the hosting fees payable by Client in the next quarter period, which will be a pro-rata portion of the fees based upon the period in which the outage occurred. The pro-rata credit will be based on the following scale:

- 98.0% - 98.9% availability = 1% credit of period fees
- 97.0% – 97.9% availability = 2% credit of period fees
- Each additional whole percentage point decrease of availability will result in an additional whole percentage point of credit of period fees, i.e. 96.0% – 96.9% availability = 3% credit of period fees, 95.0% – 95.9% availability = 4% credit of period fees, and so on.

The service credit will, in no event, exceed the hosting services fee attributable to the applicable quarter. The service credit will be issued in the form of a credit memo for use against the next quarter's Subscription Services fees. Service credits will be deemed to be a form of liquidated damages, and Client acknowledges and agrees that such do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss.

5. Termination for Chronic Problems. Client shall have the right to terminate the Subscription Services in the event that Huron fails to achieve the Target Application Availability Level for three (3) consecutive calendar quarters. To terminate under this Section, Client must provide Huron with written notice of termination within thirty (30) days of the chronic problems occurring, and such termination will be effective thirty (30) days following Huron's receipt of such written notice.
6. Notwithstanding any other term of any part of the Agreement, any service credit provided under this Subscription Schedule and any termination in accordance with Section 5 above represents Client's full and exclusive rights and remedies, and Huron's sole obligation and liability, with respect to Huron's non-conformance with this Service Level Agreement.
7. Requesting Support
 - 7.1. Client shall request support using Huron's web-based support portal, located at <http://ECC.huronsoftware.com/>.
 - 7.2. The ECC support portal allows Clients to submit, monitor, track, and report on support requests submitted.
8. Client's Responsibilities. In addition to the responsibilities detailed in this Agreement, Client will have the following responsibilities:
 - 8.1. Submit issues/requests via the Huron support portal as described above.
 - 8.2. Adhere to the Huron change management process and provide necessary documentation for production moves and changes.
 - 8.3. Research data issues thoroughly prior to contacting Huron.
 - 8.4. Test and approve vendor changes to data and/or application software.
 - 8.5. Set up and maintain front end application functionality, such as: (i) Set up and maintain application user IDs and (ii) Set up and maintain application configuration settings.
 - 8.6. Execute and support all aspects of daily operations, including but not limited to: (i) Interface file load process; (ii) Certification processing; and (iii) Reporting.
 - 8.7. Set up and maintain components of authentication process

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph

within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

VENDOR

DocuSigned by:

512EDD4D4CE149C...

Title:

Date: 5/10/2019

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

DocuSigned by:

By:

Name: 6B771ECFA86EFA11

Title:

Date: 5/10/2019

HSC Contract # 2019-0558

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of North Texas Health Science Center (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of North Texas Health Science Center:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contractadmin@unthsc.edu

To advise University of North Texas Health Science Center of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at contractadmin@unthsc.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from University of North Texas Health Science Center

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to contractadmin@unthsc.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of North Texas Health Science Center

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to contractadmin@unthsc.edu and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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SUPPLY CHAIN ALLIANCE
 THE UNIVERSITY of TEXAS SYSTEM
Creating Value Through Collaboration

UTSSCA Supplier Contract List 2018

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
Administrative - Office Supplies	Today's Business Solutions (Sunrise Delivery)	Basic office supplies products including Paper, Toner, Writing Instruments, Folders and General Office Supplies such as sharpeners, pen holders, calculators, etc.	UTSSCA5714*
Administrative - Audit Services	Spendmend - formerly BSI Healthcare	Accounts payable audit recovery services and contract compliance review services	UTSSCA6715
Administrative - Online Records Management	Iron Mountain Information Management, LLC	Off-site records management	UTSSCA5414
Administrative - Inbound Freight Management Services	Vantage Point Logistics, Inc.	Inbound Freight Management Services that reduce inbound shipping costs. VPL also monitors and audits the program to ensure application of discounted freight charges, manage freight supplier relationships, and program changes	UTSSCA6315
Administrative - Managed Print Services	Konica-Minolta Business Solutions USA, Inc.	Multifunctional Devices (MFDs) and related equipment such as Desktop Units, Printers, and Production Print Equipment	UTSSCA3812
Administrative - Travel	Avis Budget Group	Car Rental Services	UTSSCA4313
Administrative - Travel	Enterprise National Holdings	Car Rental Services	UTSSCA4413
Administrative - Travel	Hertz	Car Rental Services	UTSSCA4213
Administrative - Travel	Corporate Travel Planners CTP/Anthony Travel	Travel Agency Services	UTSSCA4513
Administrative - Air Charter	Air Planning, LLC	Brokerage Services for Charter Flights	UTSSCA6815
Administrative - Air Charter	United Airlines, Inc.	Charter Operator Services	UTSSCA7015
Administrative - Air Charter	CSI Aviation, Inc.	Air Charter Broker Services	UTSSCA9417
Administrative - Air Charter		Air Charter Operator Services	UTSSCA9517
Administrative - Audio Visual Equipment	Ford Audio-Video Systems, LLC	Audio Visual Equipment and Related support services	UTSSCA7115*
Administrative - Revenue Cycle: Medical Code Billing	CodeRyte/3M	Medical code billing software for the UT System health institutions	UTSSCA3411
Administrative - Business and Administrative System Support Services	DXC (former Computer Science Corporation (CSC))	Business and Administrative System Support Services including project management, business process support, functional, and/or technical support for a variety of engagement types.	UTSSCA7816
Administrative - Business and Administrative System Support Services	Huron Consulting Services LLC	Business and Administrative System Support Services including project management, business process support, functional, and/or technical support for a variety of engagement types.	UTSSCA7916
Administrative - Relocation Services	Plus Relocation Services, Inc.	Relocation Services	UTSSCA8316

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
Administrative - Managed Services Provider	InGenis, Inc.	This contract provides for the supply and management of a broad array of contingent workers (including IT, Clinical, Administrative, Special Trades, etc.). Unlike traditional temporary labor contracts, this contract provides a single source (a "Managed Services Provider" or "MSP") to receive, process and fulfill contingent worker requests utilizing a network of prequalified suppliers and staffing agencies	UTSSCA8417
Facilities - Maintenance, Repair and Operating (MRO) Supplies	Grainger & Burgoon	Maintenance, Repair and Operations (MRO) Supplies and related services	UTSSCA8016
Facilities - Furniture Related Services	Contract Resource Group (CRG)		UTSSCA8717
	Debner+Company Workspace Solutions		UTSSCA8817
	Facility Interiors (HUB)		UTSSCA8917
	McCoy- Rockford	Furniture products and services that also includes ancillary products defined as accessory/accent furniture (e.g. lamps, tray tables, keyboard trays)	UTSSCA9017
	Office Pavilion		UTSSCA9117
	Workplace Resource (HUB)		UTSSCA9217
	WRG (HUB)		UTSSCA9317
IT - Mobile Device Management	Air Watch	Mobile Device Management	UTSSCA4813
IT - Computer Peripheral Products	SHI Government Solutions	Computer Peripheral Products including Printers, Hard Drives, Software and other Computer Accessories	UTSSCA5514*
IT - PCs, Laptops and Tablets	SHI Government Solutions	PCs, Laptops and Tablets	UTSSCA5214
IT - PCs, Laptops and Tablets	Dell, LC	PCs, Laptops and Tablets	UTSSCA5114
IT - Patient Privacy	FairWarning Software, Inc.	Patient Privacy Monitoring	UTSSCA4713
IT - Software	SciQuest	Hosted software solutions for procurement, eProcurement and supplier management	UTSSCA1409
Research - DNA and RNA Oligonucleotides	Millipore Sigma	DNA and RNA Oligonucleotides (Oligos) and related services	UTSSCA2110
Research - Laboratory Distribution	Fisher Scientific (Possible Missions)	Laboratory Consumables	UTSSCA4914
Research - Antibodies	Cell Signaling Technology, Inc.	Primary and Secondary Research Antibodies	UTSSCA6615
Research - Antibodies	EMD Millipore Corporation	Primary and Secondary Research Antibodies	UTSSCA6114
Research - Core Laboratory Equipment Services	BioMedical Solutions	Core Laboratory Equipment including Specialty Refrigerators, Specialty Freezers, Biological Safety Cabinets, Incubators, LN2 Units, Plate Readers, and Water Purification Systems	UTSSCA7515

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
Research - Core Laboratory Equipment Services	Eppendorf North America	Core Laboratory Equipment including Centrifuges, Micro-centrifuges, Spectrophotometers, and Thermocyclers	UTSSCA7415
Research - Core Laboratory Equipment Services	Summus Industries, Inc.	Core Laboratory Equipment including Shakers, Analytical Balances, Water Purification Systems, Ovens	UTSSCA7615
Research - Equipment Maintenance	The Remi Group, LLC	Third party provider for equipment maintenance services to coordinate repair or maintenance of laboratory equipment	UTSSCA6014
Research - Tissue Culture Media and Fetal Bovine Serum	Millipore Sigma	Tissue Culture Media	UTSSCA3612
Other - Wellbeing - Fitness Equipment	Team Marathon Fitness, Inc.	Fitness Equipment and Related Services	UTSSCA6415
Other - Wellbeing - Athletic Equipment	BSN Sports, LLC	Athletic Equipment	UTSSCA6515

* indicates supplier is enabled in UTSSCA SciQuest Consortium.
 () paranethicals indicate possible HUB subcontractors

Supplier Price Agreements

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
Research - Animal Bedding Products	The Anderson's	Animal Bedding and Corncob products	UTSSCA1309
Research - Sigma Products	Millipore Sigma	All products excluding: Oligos, Tissue Products, and FBS	UTSSCA3211
Research - DNA and RNA assay kits	Qiagen, Inc.	Purchase of DNA and RNA assay kits through e-commerce platform.	UTSSCA8116
Research - Laboratory Gene Editing, RNA, and Gene Expression Supplies	GE Healthcare Dharmacon, Inc.	Discounts applicable to the purchase of DNA and RNA assay kits through an e-commerce platform. Distribution will be direct from GE Health Dharmacon.	UTSSCA8216
Research - GI Endoscopy Products	Cook Medical LLC	Gastrointestinal endoscopy products	UTSSCA8517

Direct Manufacturer Agreements

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
IT - Toner	HP Big Deal	Toner supplies for HP printers via Today's Business Solution/Office Max	DMA0108

PREMIER Price Agreements

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
Pharmacy Distribution	Morris & Dickson Co., LLC	Distribution of Pharmaceuticals	PRM5014

CATEGORY/COMMODITY	PREFERRED SUPPLIER	BRIEF DESCRIPTION	CONTRACT NO.
Medical Imaging	Lantheus Medical Imaging, Inc.	Echocardiography contrast agent	PPIM379
Catheter Supplies	Becton, Dickinson & Company (BD)	IV Catheters	PPNS968
Skin/Oral Care Products	Sage-Premier	Skin Cleansing & Oral Care Products	UTSSCA0018