



**INTERFOLIO, INC.**  
 1400 K Street NW  
 11th Floor  
 WASHINGTON, DC 20005

**INTERFOLIO**

[Redacted]  
 1400 K Street, NW 11th Floor  
 Washington, District of Columbia 20005  
 [Redacted]

**CUSTOMER**

[Redacted]  
 University of North Texas Health Science Center  
 3500 Camp Bowie Blvd  
 Fort Worth, TX 76107-2699  
 United States  
 [Redacted]

Thank you for considering Interfolio for your hiring, promotion, and/or faculty activity reporting needs. Capitalized terms used but not defined on this Order Form shall have the meaning given such terms in the Agreement.

**Product Descriptions**

**Faculty Activity Reporting**

Annual subscription license includes access to the Interfolio Faculty180 software application, which includes Faculty Activity Reporting and Analytics Dashboards.

**FAR Implementation, Training & Support**

Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work. See Statement of Work for additional details.

**Annual Account & Project Management Service**

Includes Project Management, Quarterly Utilization Reports, Product Release Management, Advisory Support and Faculty Adoption Consultation, Integration Consultations, and Ongoing Support.

**Data Integration Package**

Service includes initial data consultation, mapping, and loading of data from .

**On-site Training**

Dedicated on-site training sessions for system administrators and users. Expenses for flight & accommodations invoiced separately. Quantity/Days: 1

**Faculty Search**

Annual subscription license includes all committee-based faculty, fellowship, and staff searches at University of North Texas Health Science Center.

**FS Implementation, Training & Support**

Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

**Review, Promotion and Tenure**

Annual subscription license includes all review, promotion, and tenure cases at University of North Texas Health Science Center.

**RPT Implementation, Training & Support**

Standard implementation package includes needs assessment, initial setup, and administrator training. Additional fees may apply to implementation work beyond the standard scope of work.

Product Name		Year 1	Year 2	Year 3
Faculty Activity Reporting	Net Price	\$17,600.00	\$19,448.00	\$21,415.68

Product Name		Year 1	Year 2	Year 3
FAR Implementation, Training & Support	Net Price	\$13,200.00	\$0.00	\$0.00
Annual Account & Project Management Service	Net Price	\$0.00	\$3,000.00	\$3,000.00
Data Integration Package	Net Price	\$6,000.00	\$0.00	\$0.00
On-site Training	Net Price	\$2,000.00	\$0.00	\$0.00
Faculty Search	Net Price	\$13,200.00	\$14,586.00	\$16,061.76
FS Implementation, Training & Support	Net Price	\$3,300.00	\$0.00	\$0.00
Review, Promotion and Tenure	Net Price	\$15,400.00	\$17,017.00	\$18,738.72
RPT Implementation, Training & Support	Net Price	\$3,850.00	\$0.00	\$0.00
<b>TOTAL:</b>		\$74,550.00	\$54,051.00	\$59,216.16

**Term:**  
 - The term begins upon execution of this Order Form ("**Effective Date**") and extends for three consecutive one-year periods. This Order Form may be renewed upon mutual agreement of the Parties after the Initial Term.  
 - This agreement will continue to apply as long as the Term under the Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term").

**The Service Includes:**  
 - A designated Interfolio Project Manager during implementation.  
 - Customer support for your users, applicants, and candidates via Scholar Services team.  
 - Unlimited Users.

**Notes:**  
 - The first invoice will be sent upon full execution of this agreement. Subsequent invoices will be sent on the first day of the following term years.  
 - The license granted herein provides access for Customer's main campus only. Remote campuses, international campuses, and continuing education units are not included in this license and may require additional fees for access.

Interfolio is provided as a software-as-a-service. The parties signing below hereby enter into this Order Form as of the date of the later signature below ("Effective Date"). This Order Form is governed by the terms of the Interfolio License and Services Agreement attached hereto, the UNT Health Science Center Standard Addendum attached hereto and the Interfolio Statement of Work, if applicable.

Interfolio, Inc.

University of North Texas Health Science Center

PO Required  
 PO #: 152738

8/29/2019

8/29/2019

Date

Date

## 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.

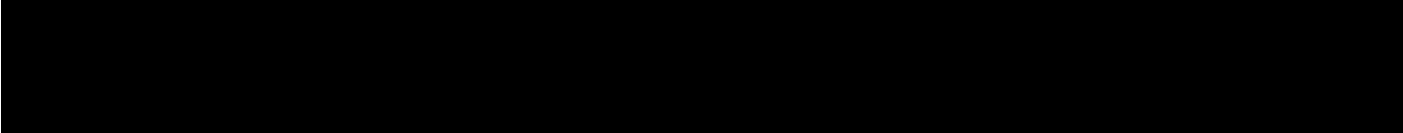
Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation 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.

Israel Non-Boycott Verification. If the Agreement is subject 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.

**VENDOR**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT FORT WORTH**



Date: 8/29/2019

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

HSC Contract # 2019-0911

**INTERFOLIO, INC.**

1400 K Street NW, 11<sup>th</sup> Floor  
 Washington, DC 20005  
 (877) 773-6546



## INTERFOLIO LICENSE AND SERVICES AGREEMENT

The terms set forth below apply to the Order Form attached hereto and to any subsequent mutually executed Order Form and/or Statement of Work between the Customer defined on the Order Form attached hereto (the "Customer") and Interfolio, Inc. ("Interfolio"). The terms below, which describe and set forth the general terms governing the relationship ("Agreement") and one (1) or more Order Forms and/or Statements of Work describing and setting forth details about that relationship that are governed by the Agreement, including certain features and functionality of Interfolio's software as a service offerings and certain matters on its software as a service offerings, in each case specified in the applicable Order Form (the "Service") constitute the agreement governing the use of the Service (together with the service level specifications located at <http://www.interfolio.com/sa/> and any other exhibits and/or amendments that may be incorporated hereinafter under any Order Form, collectively, the "Agreement").

### 1. USE OF SERVICE.

**1.1 Authorization to Use the Service.** Subject to the terms and conditions of the Agreement, Interfolio shall make available the applicable service ordered and paid for by Customer as set forth in the applicable Order Form for the Term as set forth in the Order Form (the "Service") to Customer and its Authorized Users, including the Service, Customer shall, and shall permit Authorized Users to: (a) access the features and functions of the Service ordered under an Order Form solely for Customer's internal business purposes during the Term; and (b) view, download, reproduce, and print Dossier User Content (as defined in Section 3 below) made available to Customer by a Dossier User through the Service solely for Customer's internal business purposes during the Term. The availability of the Service shall be governed by the service levels provided at <http://www.interfolio.com/sa/>. Customer shall be responsible for and assumes the risk, responsibility and expense of acquiring, installing and maintaining a connectivity equipment, hardware, software and other equipment as may be necessary for itself and its Authorized Users to connect to, access, and use the Service. "Authorized Users" are Customer's employees, consultants and representatives acting on behalf of Customer who are authorized to utilize the Service as set forth in the Order Form or who are provided with access to the Service by virtue of a password or the equivalent of a password as contemplated by the Order Form. "Dossier Users" are individuals (e.g., applicants) who have access to the Dossier or Vista functionality of the Interfolio services, either as Authorized Users of the Services or otherwise through the relationship with Interfolio.

**1.2 Limitations on Use of the Service.** Customer agrees that Customer will not: (a) permit any third party to access and/or use the Service, other than the Users authorized pursuant to an Order Form; (b) rent, lease, loan, or sublicense access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any idea, layout, design, feature, function or graphic of the Service; or (f) introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service.

**1.3 Service Community Standards.** Customer agrees not to use, or encourage or permit others to use the Service to (a) stalk and/or harass another; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; (d) forge headers or otherwise manipulate headers to disguise the origin of any Content (information, data, images, photos, video, sound, notes, works of authorship, articles, or other materials) posted on or transmitted through the Service; (e) use the Service or Content in a manner intended to mislead a third party into believing that the communication or other interactions with Customer or Users are instead with Interfolio or any third party other than Users; (f) engage in any chat rooms, contests, link farms, pyramid schemes, spamming, surveys or other duplicate or unsolicited messages (commercial or otherwise); (g) access or use the Service in any manner that could damage, disable, overburden or impair any Interfolio server or the networks connected to any Interfolio server; (h) harvest, collect, gather or assemble information or data regarding other users without their consent; or (i) market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Interfolio. Customer shall undertake reasonable efforts to ensure all Users comply with Customer's privacy policies and terms of use, which shall be no less stringent than industry standards for keystutons.

**1.4 Usernames and Passwords.** Customer will provide Interfolio information and other assistance as necessary to enable Interfolio to establish usernames for Users, and Customer will verify a User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of a User's usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer agrees to use its best efforts (a) not to allow a third party to use Customer's account, usernames or passwords at any time; and (b) to notify Interfolio promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. Interfolio reserves the right to terminate any username and password, which Interfolio reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by Users which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.

**1.5 Ownership.** Nothing in this Agreement is intended to convey any ownership or license to any of the Intellectual Property Rights (any and all now known or hereafter existing) (a) rights associated with works of authorship, including copyrights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or renewals of the foregoing, in each case in any jurisdiction throughout the world in the Service or any of the Interfolio's other proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical matter or information made available to Customer by Interfolio. In providing the Service (the "Interfolio Technology") to Customer or Users, Interfolio provides to Interfolio any comments or suggestions, whether written or oral, regarding potential improvements to the Service (such as comments and suggestions, collectively, "Feedback"). Interfolio reserves the right to use such Feedback in its development and Customer hereby grants Interfolio a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Service and Interfolio's other products and services.

## 2. FEES; PAYMENT.

**2.1 Charges.** Customer shall pay a fees or charges set forth on Customer's Order Form. Access fee payments must be made annually in advance unless otherwise set forth therein, with the next payment due upon execution of the Order Form. All other payments under this Order Form are due within thirty (30) days of the date of the invoice sent by Interfolio. Customer shall reimburse Interfolio for reasonable travel and living expenses incurred by Interfolio's employees and subcontractors for travel in connection with the performance of the services (such as onsite training or onsite professional services). Except as expressly provided otherwise herein, all payment obligations are non-cancelable and all amounts paid are non-refundable.

**2.2 Billing and Renewal.** Any amounts not paid when due shall bear interest at the maximum legal rate. Interfolio may withhold performance and discount new services until all amounts due are paid. Interfolio's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding on U.S. taxes based solely on Interfolio's income.

## 3. CONTENT.

**3.1. Customer Content License.** Customer may elect to upload or import into the Service, or have Interfolio import, Customer Content defined as any Content provided, imported or uploaded to the Service, excluding any CV Data and User Content (defined as non-confidential information about the user such as data commonly found in a faculty members CV or resume) User Content that Users upload to the Service. Customer grants Interfolio a non-exclusive, worldwide, royalty free and full paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary, solely for purposes of providing the Service; and (b) use Customer's trademarks, service marks, and logos that Customer elects to use to brand its use of the Service solely as required to provide the Service. All rights in and to the Customer Content not expressly granted to Interfolio in this Agreement are reserved by Customer.

**3.2. Dossier User Content.** "Dossier User Content" means any Content and information provided to Interfolio about Dossier Users, including, but not limited to, ResumeS, CVs, academic achievements, writing samples, transcripts, cover letters and letters of recommendations. As between Interfolio and Customer, the Parties acknowledge and agree that the Dossier User owns the Dossier User Content. For the purposes of allowing a faculty member to maintain a file on dossier, the Parties acknowledge and agree that user maintains ownership of a CV Content and a dossier user content. Customer's Authorized Users may also be Interfolio's users through other Interfolio service offerings (e.g., Dossier Users). From time to time, Interfolio may provide certain Dossier User Content to Customer (only with such Dossier Users permission).

**3.3 Interfolio Content.** Interfolio may make available certain Interfolio Content to Customer and the Authorized Users as part of the Service. "Interfolio Content" means Content that is included in the Service that is available from a public source (e.g., publication data), from a third party under license, or created by Interfolio (e.g., insights). As between Interfolio and Customer, Interfolio (or its licensors) retains its ownership of the Interfolio Content and Customer shall only have the right to use the Interfolio Content as part of the Service. Customer further acknowledges that Interfolio retains the right to use the Interfolio Content for any purpose Interfolio sees fit.

## 4. CONFIDENTIALITY.

**4.1. Confidentiality.** Each Party agrees to: (a) use the Confidential Information (defined as non-public material or information relating to a party which is disclosed or makes available to the other party under the Agreement that such disclosure Party treats as proprietary or confidential) of the other party only for the purposes described in this Agreement; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provisions will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. For purposes of this Agreement the term "Confidential Information" means non-public material or information relating to a party which is disclosed or makes available to the other party under this Agreement.

**4.2. Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

## 5. AVAILABLE CONTENT LICENSES AND RIGHTS.

**5.1. Customer Content License.** Customer grants Interfolio a non-exclusive, worldwide, royalty free and full paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary for purposes of providing the Service; (b) to create Aggregate Data and insights, as contemplated below; and (c) use Customer's trademarks, service marks and logos that Customer elects to use to brand its use of the Service solely as required to provide the Service. Customer also grants Interfolio the right to grant each Authorized User a non-exclusive, worldwide, royalty free and full paid license to: (a) extract data that is related to that Authorized User to create Dossier User Content (e.g., extract biographical data for a grant proposal or consultant work) to the extent that functionality is enabled by Customer; and (b) share that User's Dossier User Content with Interfolio and third parties to the extent that functionality is enabled by Customer. Customer controls the extent an Authorized User can use the Customer Content to create public profiles. The foregoing license is limited to the information and Customer Content, Customer has authorized for public sharing. All rights in and to the Customer Content not expressly granted to Interfolio in this Agreement are reserved by Customer.

**5.2. Aggregate Data.** In order to provide Customer and the general user community with context for reports and other use of the Service, Interfolio reserves the right to: (a) disaggregate Customer Content to create anonymous data sets that are aggregated with other anonymous content in a manner that cannot readily identify Customer or the Authorized Users as part of the data sets; and (b) collect, compile, synthesize, and analyze information and data on how the Service is used by Customer and the Authorized Users; and (c) reserves the right to disclose and share such information and data with third parties in an anonymous and aggregated form ("Aggregate Data") in no event will any such Aggregate Data personally identify Customer, any Authorized Users or any Dossier User. To the extent that any Aggregate Data is collected by Interfolio, it will be solely owned by Interfolio and may be used by Interfolio for any lawful purpose, provided that Interfolio agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.

**5.3. Analytics.** As part of the Service, Interfolio may provide Customer with access to certain insights and benchmarking data created by, or for Interfolio based on Interfolio Content and Aggregate Data ("Analytics"). As between Customer and Interfolio, Interfolio retains all right, title and interest in and to the Analytics, including all intellectual Property Rights therein. To the extent Interfolio provides Customer with access to any Analytics, Interfolio hereby grants Customer a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal



business use. Customer acknowledges that the Analytics are the Confidential Information of Interfolio (and thus subject to the obligations in Section 4) and contain valuable trade secrets and other intellectual property of Interfolio and its licensors.

**5.4. Access to Customer Content on Termination.** Access to Customer Content on Termination. In the event Customer's access to the Services terminates (other than by reason of Customer's breach), Interfolio will continue to make available to Customer a file of the Customer Content for thirty (30) days after such termination. Customer agrees and acknowledges that Interfolio has no obligation to retain the Customer Content, and may delete such Customer Content, at any time on or after the thirty first (31st) day following termination. Interfolio reserves the right to withhold, remove and/or discard Customer Content, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Content (and the Service) shall immediately cease, and Interfolio will have no obligation to maintain or provide any Customer Content.

**6. LIMITED WARRANTY AND DISCLAIMER.**

**6.1 Limited Warranty.** Interfolio warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provisions thereof and that the Service will materially conform to Interfolio's then current Documentation (specifications, technical materials and user manuals provided by Interfolio) for the Service under normal use and circumstances. If Customer notifies Interfolio of a breach of warranty, Interfolio will either re-perform the nonconforming service or prepare an improvement to the Service so that it does materially conform to the then current Documentation. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.

**6.2. Performance.** Interfolio will comply with applicable laws, ordinances, and regulations applicable to Interfolio in providing the Service, including applicable provisions of the Family Educational Rights and Privacy Act ("FERPA").

**6.3.** Interfolio represents and warrants that it has the right to provide Customer the Interfolio Content under the terms of this Agreement.

**6.4. Content Warranty.** Customer represents and warrants that it has the right to provide Interfolio the Customer Content under the terms of this Agreement. Customer shall be responsible for and assume the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of any such Customer Content. Customer agrees that Interfolio may (but has no obligation to), in order to so edit, correct, remove or modify any Customer Content which it deems to violate Customer's representations and warranties in this section.

**6.5. Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND INTERFOLIO MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR NABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY INTERFOLIO. INTERFOLIO DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR FREE.

**6.6. Internet Delays.** The Service may be subject to interruptions, delays, and other problems inherent in the use of the Internet and electronic communications. Interfolio is not responsible for any delays, delays, or other damages resulting from such problems or any other force majeure event.

**7. MUTUAL LIMITATION OF LIABILITY.**

**7.1. Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, AND WITH THE EXCEPTION OF CUSTOMER'S BREACH OF SECTION 1.2, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THE OTHER PARTY'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR NABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL INTERFOLIO BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO INTERFOLIO UNDER THE ORDER FORM GOVERNING SERVICE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE EITHER PARTY'S LIABILITY. IN NO EVENT SHALL INTERFOLIO'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

**7.2. Basis of the Bargain.** The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that a such limitations form an essential basis of the bargain between the parties.

**7.3. Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

**8. INDEMNIFICATION.**

**8.1. By Interfolio.** Interfolio will defend at its expense any suit brought against Customer, and will pay any settlement Interfolio makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party arising from: (a) that Customer's use of the Service in accordance with this Agreement and the documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States copyright; or (b) Interfolio's breach of the warranty in Section 6.2. If any portion of the Service becomes, or is intended to be, the subject of a claim of infringement, Interfolio may, at Interfolio's option: (i) procure for Customer the right to continue using the Service; (ii) replace the Service with non-infringing services which do not materially impair the functionality of the Service; (iii) modify the Service so that it becomes non-infringing; or (iv) terminate the Service and refund any fees actually prepaid by Customer to Interfolio for the remainder of the Access Term then in effect, and upon such termination, Customer will immediately cease use of the Service. Notwithstanding the foregoing, Interfolio shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Service not in accordance with this Agreement or the Documentation; (x) Interfolio's conformance to Customer's specifications; and (y) any use of the Service in combination with other products, equipment, software or Content not supplied by Interfolio. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.

**8.2. Procedure.** To the maximum extent permitted by law, Interfolio's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Interfolio in writing of any threatened or actual claim or suit; (b) Interfolio shall have sole control of the defense or settlement of any claim or suit; and (c) Customer shall cooperate with Interfolio to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at

ts own expense

## 9. TERMINATION.

**9.1. Term.** This Agreement will continue to apply as long as the Initial or Renewal Term under an Order Form remains in effect, unless either term is terminated by either Customer or Interfolio as set forth herein (the "Term"). Unless otherwise set forth in an Order Form, the Term set forth in any Order Form will automatically renew at Interfolio's then current pricing for successive one year periods unless otherwise indicated on an Order Form.

**9.2. Termination for Breach.** Either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches the Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.

**9.3. Termination by Interfolio.** Interfolio may at any time terminate this Agreement with Customer if: (a) Interfolio is required to do so by law (for example, where the provision of the Service to Customer is, or becomes, unlawful); (b) the provision of the Service to Customer by Interfolio is, in Interfolio's opinion, no longer commercially viable; or (c) Interfolio has elected to discontinue the Service (or any part thereof). In such case, Interfolio will provide Customer a pro-rated reimbursement of the prepaid fees.

**9.4. Suspension of Service.** If Customer fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Dossier User Content or Customer Content in the event of a threat to the security of the Service, Interfolio will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Service to Customer without liability to Customer until such amounts are paid in full or such breach is cured (Interfolio is so elected secret), as applicable in addition, Customer acknowledges that Interfolio reserves the right to remove Dossier User Content (or a portion of such Content) from the Service without liability to Customer without prior notice to Customer if Interfolio reasonably believes such removal is necessary to comply with applicable laws.

**9.5. Effect of Termination.** Upon termination of this Agreement, Interfolio may: (a) remove access to offerings with the Service; (b) delete Users' passwords and a related format; and (c) bar further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled Use of Service, Payment, Customer Content License, Content Loss, Limited Warranty and Disclaimer, Limitation of Liability, Indemnification, Termination and Miscellaneous will survive any termination of the Agreement.

## 10. MISCELLANEOUS.

**10.1. Governing Law and Venue.** Unless otherwise required by law, this Agreement and any action related thereto will be governed and interpreted by and under the laws of the US state in which Customer's primary headquarters, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with applicable international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

**10.2. Publicity.** You hereby grant to Interfolio for the sole purpose of fulfilling our obligations hereunder, the limited right to publish your name, logo and/or other marks as part of Customer's CUSTOM ZED branding of the Service, and also to reference Customer as a user of the Service. We agree to discontinue such use upon Customer's written request.

**10.3. Export.** Customer agrees not to export, re-export, or transfer, directly or indirectly, any US technical data acquired from Interfolio, or any products utilizing such data, in violation of the United States export laws or regulations.

**10.4. Local Laws.** Interfolio and its suppliers make no representation that the Service is appropriate or available for use in locations other than the United States. If Customer uses the Service from outside the United States, Customer is solely responsible for compliance with applicable laws, including export and import regulations of other countries. Any deviation of the Content contrary to United States law is prohibited.

**10.5. Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.

**10.6. Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**10.7. Remedies.** The parties acknowledge that any actual or threatened breach of the section titled "Use of Service" may constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**10.8. No Assignment.** Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations hereunder, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

**10.9. Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**10.10. Independent Contractors.** Customer's relationship with Interfolio is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Interfolio.



**10.11. Notices.** The communications between Customer and Interfolio relating to the Service may use electronic means. Customer (a) consents to receive communications from Interfolio in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Interfolio provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a printed on paper writing. Customer is responsible for updating Customer's data to provide Interfolio with Customer's most current email address in the event that the last email address Customer has provided to Interfolio is not valid, or for any reasons not capable of being notified to Customer any notices required by this Agreement, Interfolio's dispatch of the email containing such notices will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Interfolio pursuant to this Agreement should be sent to Interfolio, Inc., 1400 K Street NW, 11<sup>th</sup> Floor, Washington, DC 20005, Attn: Tess Frazer and via email to Tess Frazer at [tess.frazer@interfolio.com](mailto:tess.frazer@interfolio.com)

**10.12. Use of Agreement by Other Institutions** Other academic institutions within your state or academic consortium may utilize this Agreement by executing their own individual Order Forms and Statements of Work as appropriate against this License and Services Agreement.

**10.13. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof. In no event will the terms set forth in any Customer Purchase Order have any force or effect and Interfolio rejects any such additional or different terms. In the event of a conflict between the terms set forth in this document and the terms in any Order Form, the terms set forth in this document shall govern. The interpretation of the Agreement unless these terms specifically refer to the Order Form for the relevant Term or the Order Form specifically and expressly amends these terms.

**10.14. Security.** When on Customer's premises, Interfolio's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer's, to the extent that such practices and procedures have been notified to Interfolio in writing in advance. Interfolio's employees and subcontractors will not be required to sign any waivers, releases or other documents relating to ownership of Intellectual Property or changes, modifications, amendments or waivers to any previously agreed to contract provisions in order to gain access to Customer's premises in connection with the Services and any such waivers, releases, or other documents shall be invalid and shall have no effect. Customer shall be responsible for all costs associated with Interfolio's compliance with Customer's security practices and procedures.

**10.15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.