



Master Agreement No. 201908000058-N

EXXAT, LLC
Master Services Agreement

Customer: University of North Texas Health Science Center	Exxat LLC
Address for Notices: University of North Texas Health Science Center Physical Therapy Program 3500 Camp Bowie Blvd. MET 541 Fort Worth, TX 76107 [REDACTED]	Address for Notices: PO Box 4206. Warren, NJ 07059 [REDACTED] [REDACTED] [REDACTED]


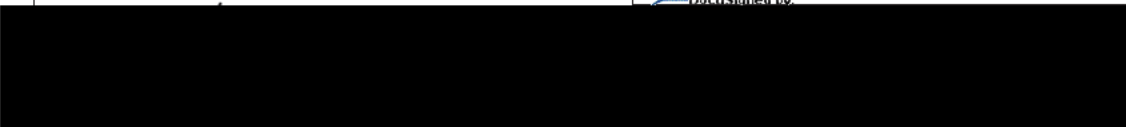

Exxat Platform		Placement Module (EXXAT STEPS) (as described in <u>Exhibit A</u> , attached hereto)			
Subscription Services:		Placement Module(PM)			
Term	Annual Subscription Fee	Remarks	Discount	Applicable Subscription Fee	Due Date (on or before)
Onboarding Fees	\$1,500		(-\$1,500)	\$0	
Year 1 Aug 1, 2019 – Jul 31, 2020	\$7,500(PM)	46 students	(-\$1,500)	\$6,000	Date of last signature
Year 2 Aug 1, 2020 – Jul 31, 2021	\$7,500(PM)	46 students		\$7,500	Aug 1, 2020
Year 3 Aug 1, 2021 – Jul 31, 2022	\$7,500(PM)	46 students		\$7,500	Aug 1, 2021
TOTAL APPLICABLE FEE		\$21,000			
Payment Schedule		Exxat will invoice Subscriber (defined below) for the Subscription Fee, which will be payable in advance prior to commencement of the Initial Term or the applicable Renewal Term. Exxat's invoices are due and payable within 30 days of the invoice date. The Term Fees remain fixed for the duration of the Contract/Renewals. For Contract Renewal, a 5% increment is applied to the Term Fees.			
Initial Term		3 Years			
Effective Date		Upon date of last signature			

This agreement consists of page 1, page 2, Exhibit A, the Terms and Conditions and the Attachments thereto (Exhibit B hereto) (the "Ts&Cs" and, together with this page, collectively, this "Master Services Agreement") and each Statement of Work for Additional Services (if any), signed by Subscriber and Exxat.

This Agreement is entered into as of the Effective Date by and between Exxat, LLC ("Exxat") and the entity identified as "Customer" above ("Subscriber") with respect to the provision by Exxat to Subscriber of the Initial Services, if any specified above ("Initial Services"), the services made available through the Exxat Platform specified above and any additional services specified in a Statement of Work. Terms not defined above are defined in the Ts&Cs. Any conflicts between the terms of this Master Services Agreement (including the Ts&Cs) or a Statement of Work shall be resolved in favor of the Statement of Work.

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

THE SIGNATURES BELOW AFFIRM THAT THE RESPECTIVE PARTIES HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT.

EXXAT, LLC	SUBSCRIBER: University of North Texas HSC 
	
Date: <u>7/29/2019</u>	Date: <u>9/24/2019</u>

HSC Contract #2019-0894

EXHIBIT A

Exxat Platform

Placement Module

The Exxat Placement Module will include the following features:

- ① Enable Subscriber to create logins for Student Users to access and use the Subscription Services.
- ② Enable each Student User to create an individual profile and preference list of Sites and to display their profile and preference list to other Authorized Users.
- ③ Enable each Site to create a login to access and use the Subscription Services.
- ④ Enable Authorized Users of a Site to update information about the Site and its clinical internship opportunities, which is displayed to other Student Users and Subscriber's Authorized Users, and to view Student User Data.
- ⑤ Enable Subscriber to provide Sites and Student Users access to the Subscription Services.
- ⑥ Enable Subscriber to access Student User Data and to download Student User Data.
- ⑦ Enable Subscriber to manage matching of Student Users and clinical internship opportunities at Sites.

EXHIBIT B

Terms and Conditions

These Terms and Conditions (“**Ts&Cs**”) apply to the Initial Services, the information and services made available by Exxat via the Exxat Platform (“**Subscription Services**”), the technical support and maintenance services described in Section 1.5 below (“**Support Services**”) and any additional services specified in a Statement of Work (“**Additional Services**” and, together with the Subscription Services, Initial Services and Support Services, collectively, the “**Services**”). All capitalized terms not defined below or in Attachment 1 hereto shall have the meaning ascribed to them elsewhere in this Agreement.

1. **Exxat’s Obligations**

1.1 The Services. During the Term, Exxat shall perform the Services in accordance with these Ts&Cs and the applicable Statement of Work. Subscriber acknowledges that Exxat’s performance of the Services is dependent upon Subscriber’s timely cooperation and assistance. Accordingly, Subscriber agrees to designate and make available to Exxat competent and skilled personnel to provide Exxat, in a timely manner, with such assistance as Exxat may reasonably request and any failure or delay in Exxat’s performance hereunder shall be excused if such failure or delay was caused in whole or in part by Subscriber’s failure to provide any assistance in a timely manner.

1.2 Changes. If Subscriber proposes a change to the Services, Exxat will reasonably and in good faith consider the proposed change. If accepted by Exxat, the change will be set forth in a Statement of Work signed by Exxat and Subscriber. No change to the Services shall be binding upon Exxat unless it is set forth in a Statement of Work.

1.3 Subscription Services. During the Term, Exxat shall provide Subscriber online access to the Exxat Platform, hosted on a server maintained by Exxat or its third party designee, via the Internet to (i) access and use the Subscription Services solely for Subscriber’s own business operations and (ii) permit Authorized Users access to the Exxat Platform to use the Subscription Services via the Internet in accordance with this Agreement. Exxat may modify the features, components and functionality of the Exxat Platform and the Subscription Services from time to time. Exxat shall notify Subscriber at least thirty (30) days in advance of any change to or elimination of a feature of the Exxat Platform or the Subscription Services that would materially affect Subscriber’s or Authorized Users’ use of, or ability to access, the Subscription Services. Following such notification, Subscriber may terminate this Agreement without any further liability to Exxat by providing notice of termination to Exxat within such thirty (30)-day period. Exxat shall have no liability for, or any obligations due to, (i) any changes in Subscriber’s or any Authorized User’s hardware, systems or software which may be necessary to use or access the Subscription Services due to a modification of the Exxat Platform or the Subscription Services or (ii) any loss or damages resulting from Subscriber’s termination of this Agreement on account of any change to or elimination of a feature of the Exxat Platform or the Subscription Services.

1.4 Subscriber Services Availability. Exxat will exercise commercially reasonable efforts to make the Subscription Services available to Subscriber not less than 99.0% of time during each month, excluding scheduled maintenance periods and/or any outages of the Exxat Platform caused by Exxat’s hosting services provider or a Force Majeure Event or any malfunction or failure of Subscriber’s hardware, systems, software or Internet access service; provided that (i) Exxat has not exercised its right to suspend access to the Subscription Services pursuant to Section 5.3 or 10.2.2 and (ii) the unavailability of the Subscription Services is not caused by Subscriber’s or an Authorized User’s negligence, abuse or misapplication, or misuse of the Subscription Services or the Exxat Platform or any hardware, software or system not supported by Exxat. Exxat shall use commercially reasonable efforts to provide Subscriber at least six (6) hours advance notice of scheduled maintenance of the Exxat Platform.

1.5 Support Services.

1.5.1 Technical Support. During the Term, Exxat shall, at no additional expense, (i) respond during Business Hours to Subscriber’s support questions and requests for assistance concerning use of the Subscription Services submitted via email to the email address provided by Exxat for use by Subscriber’s designated technical contact; (ii) monitor the operation and performance of the Exxat Platform; (iii) notify Subscriber of Incidents affecting the operation, performance or accessibility of the Exxat Platform; and (iv) take corrective action to address reported Errors or Incidents. If an Error has caused the Exxat Platform to be inoperable or has a substantial and material impact on Subscriber’s use of the Subscription Services, Exxat will employ commercially reasonable efforts to correct the Error or to provide a patch or workaround for such Error within forty-eight (48) hours following Exxat’s receipt of notice or first becoming aware of the Error.

1.5.2 Exclusions. Exxat shall have no obligation to perform any maintenance or support services that are not expressly set forth in these Ts&Cs including, but not limited to, Exxat Platform modifications or enhancements. Further, Exxat shall have no obligation to provide Support Services with respect to any Incident (i) resulting from any misuse or misapplication of the Subscriber Services; (ii) resulting from any modification of the Exxat Platform not made or authorized by Exxat; (iii) resulting from any hardware or software not supported by Exxat or identified by Exxat as compatible with the Exxat Platform; or (iv) that is not reproducible by Exxat.

1.5.3 Updates. Exxat shall make all Updates accessible to Subscriber via the Subscription Services, at no additional expense to Subscriber. In the event Subscriber requests Exxat to add a feature to the Exxat Platform, Exxat will consider the request in good faith and Exxat will either agree to include the requested feature in an Update to be provided to Subscriber at no charge or to develop the feature pursuant to Section 1.6 below.

1.6 Additional Services. Subscriber may, from time to time, request that Exxat provide certain services not expressly provided under this Agreement, and in that case, the parties shall prepare a Statement of Work in substantially the form set forth in Attachment 2. Unless otherwise provided in a Statement of Work, Subscriber will compensate Exxat for Additional Services at Exxat’s time and materials rates then in effect.

1.7 Non-exclusivity. Exxat’s performance of the Services is non-exclusive. Nothing in this Agreement shall restrict Exxat from providing the same or similar services to, or entering into any agreement with, or independently developing, using, selling or licensing any services and/or products for any third party.

1.8 Security. Exxat takes reasonable technical, administrative, and physical safeguards to protect any personally identifiable information against accidental loss and from unauthorized access, use, alteration, and disclosure. Subscriber is

responsible for complying with all Subscriber duties identified in Section 2.4 for safeguarding information through proper use and security of any online credentials used to access information, such as a username and password. If Subscriber believes that Subscriber's online credentials have been compromised or subject to unauthorized use, Subscriber must notify Exxat immediately.

1.9 Compliance with Laws. Exxat shall comply with all applicable laws and regulations in the course of performing the Services. Without limiting the foregoing, for any personally identifiable information about a California resident disclosed by Subscriber to Exxat, Exxat shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and use reasonable efforts to protect the information from unauthorized access, destruction, use, modification, or disclosure, in accordance with California Civil Code § 1798.81.5(c). For any educational records or information therefrom disclosed by Subscriber to Exxat, Exxat shall comply with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g to the extent that any such requirements apply to Exxat and its Services. As part of its Services, Exxat may collect and share personally identifiable information related to an individual's health, diagnoses, vaccination status, health insurance card, and physical examination results. Exxat is not a health provider. Exxat is a platform that enables health professional schools to manage internships for its students at clinical sites. Unless otherwise established in an agreement between Exxat and a Covered Entity (i.e., a healthcare provider, health plan, or healthcare clearinghouse) as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Exxat does not collect "Protected Health Information" as defined under HIPAA. Therefore, while information will be used in strict accordance with Exxat's Privacy Policy, these Ts&Cs, the Terms of Use associated with the Exxat website and Services, and this MSA, it will not be subject to HIPAA protection unless otherwise agreed. Finally, Exxat does not operate as a consumer reporting agency, reseller, or furnisher of consumer reports. Accordingly, Exxat does not furnish or provide consumer reports for any purposes as described in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

2. **Subscriber's Obligations**

2.1 Information; Cooperation. Subscriber shall (i) furnish such information and materials as Exxat may request from time to time for Exxat's performance of the Services and (ii) cooperate fully with Exxat in providing the Services. Without limiting the generality of the foregoing, Subscriber shall be responsible, and Exxat shall have no obligation, for (a) obtaining and maintaining all necessary licenses, permits, consents and releases for Exxat to collect the Student User Data from Student Users and submit such Student User Data to Sites and (b) providing complete and correct Site Data for Exxat to make available to Authorized Users in connection with the Subscription Services.

2.2 Equipment. Subscriber is responsible, at its own expense, for procuring, operating and maintaining all services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment and services, connectivity, Internet services, cabling and software) required to access the Exxat Platform and use the Subscription Services (collectively, "**Subscriber Equipment**"). At all times during the Term, the Subscriber Equipment shall comply with the specifications provided by Exxat from time to time. Subscriber shall be solely responsible for any and all problems, conditions, delays, delivery failures, loss or corruption of data and lost communications caused by any portion of the Subscriber Equipment and all losses and damages directly or indirectly arising from any Subscriber Equipment or any network connection, telecommunications link or Internet outage. Subscriber agrees to provide Exxat at least thirty (30) days' prior written notice of any change, modification, or reconfiguration of components or elements of the Subscriber's computer environment which may affect the Subscription Services or which may affect Exxat's ability to perform the Services. Subscriber shall be responsible for the purchase of all third party software licenses necessary for use of the Subscription Services by Subscriber and Authorized Users.

2.3 Authorized Users. Subscriber will issue a unique password or access code to each prospective user of the Exxat Platform. During the Term, Subscriber shall maintain an accurate record of all Authorized Users and, upon Exxat's request from time to time, Subscriber shall promptly provide Exxat with a list of the names of all Authorized Users. Subscriber acknowledges that the Exxat Platform will require that each Authorized User assent to the Terms of Service, which will be displayed upon such Authorized User's initial sign-on to the Exxat Platform.

2.4 Security. Subscriber will use commercially reasonable efforts to prevent unauthorized access to and use of the Subscription Services and the Exxat Platform. Subscriber will follow reasonable authentication procedures provided by Exxat from time to time for access to the Exxat Platform. Exxat will provide Subscriber a unique identification password that will provide access to the Exxat Platform. Subscriber agrees to safeguard the confidentiality of the password and to take reasonable measures to ensure that Authorized Users not disclose the password to any third parties. Subscriber shall be responsible for all activities that occur with the use of the password provided to Subscriber.

2.5 Compliance with Laws. Subscriber shall comply with all applicable laws and regulations in the course of its performance under this Agreement.

3. **License Grant**

3.1 License. Exxat grants Subscriber, subject to all of the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable, non-sublicenseable license to access the Exxat Platform and use the Subscription Services and to permit Authorized Users to use the Subscription Services for their internal business purposes. Except as expressly licensed herein, Subscriber shall acquire no rights in, and Exxat grants no rights with respect to, the Exxat Platform or any underlying or associated software. No implied licenses are granted and Exxat reserves all rights not granted herein.

3.2 Access by Authorized Users. Subscriber represents and warrants that use of the Exxat Platform and the Subscription Services by Authorized Users will at all times be in full compliance with all applicable laws and regulations and the terms and conditions of this Agreement. Subscriber shall be responsible for all acts and omissions by Authorized Users in connection with their use of the Exxat Platform and the Subscription Services as if such act or omission was committed by Subscriber directly.

3.3 Restrictions. Subscriber acknowledges that the Exxat Platform is a valuable asset and that the Exxat Platform contains confidential and proprietary information and trade secrets of Exxat. Accordingly, nothing in these Ts&Cs shall be construed, by implication, estoppel or otherwise, as allowing Subscriber or any Authorized User to use, distribute, reproduce, display, perform, transmit, create derivative works or otherwise utilize the Exxat Platform in any way for any purpose other than as expressly permitted hereunder. Except as expressly provided herein, Subscriber shall not, nor permit any third party to, (i) attempt to interfere with or disrupt the Exxat Platform or attempt to gain access to any systems or networks that connect thereto, (ii) resell, lease, sublicense, distribute, assign, display, provide access to or permit use of the

Exxat Platform or the Subscription Services; (iii) rent, sublicense, share, transfer, lease or otherwise provide access to the Exxat Platform to any third party other than an Authorized User in whole or in part or use the Exxat Platform or any software, documentation or component thereof to provide service bureau or similar services to third parties; (iv) reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of any software provided or made available by Exxat or any portion of the Exxat Platform or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any software provided or made available by Exxat or any portion of the Exxat Platform, except to the extent expressly permitted by applicable law; (v) use, copy, modify, duplicate, publish, create derivative works of, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Exxat Platform for any purpose other than as expressly permitted under this Agreement; (vi) use all or any portion of the Exxat Platform to develop any product or service that is competitive with, or substantially similar to, the Exxat Platform or the Subscription Services; or (vii) remove, obscure or alter Exxat's copyright notice, trademarks or other proprietary notices affixed to or contained within the Exxat Platform or any other materials provided by Exxat to Subscriber in connection with this Agreement. Subscriber shall cooperate with Exxat, and shall render all reasonable assistance requested by Exxat, to assist Exxat in preventing and identifying any use of or access to the Exxat Platform or the Subscription Services by Authorized Users or otherwise, in violation of the terms and restrictions of the license granted herein or any other breach of this Agreement. Any use by an Authorized User of the Exxat Platform or the Subscription Services beyond the express terms of this Section 3.3 or any breach by Subscriber of this Section 3.3 shall be deemed a material breach of this Agreement. Subscriber shall cause its systems administrator and all Authorized Users to comply with this Section 3.3 and the Terms of Service.

3.4 Use of the Subscription Services. Subscriber shall not, nor permit any third party to, engage in any of the following activities in connection with accessing the Exxat Platform and/or its use of the Subscription Services (i) access, upload, store, distribute or transmit any Virus; (ii) use the Exxat Platform in any manner that may be reasonably be expected to damage or impair the Exxat Platform; (iii) attempt to circumvent or bypass Exxat's security procedures for the Exxat Platform; or (iv) access, upload, store, distribute or transmit any material that (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates or encourages illegal activity; (c) promotes violence; (d) is discriminatory based on race, gender, religious belief, sexual orientation, disability, or any other illegal activity; or (e) causes damage or injury to any person or property. In the event Subscriber or any Authorized User engages in any of the foregoing activities, as determined by Exxat in its reasonable judgment, Exxat, in addition to all other available remedies, may immediately disable and suspend Subscriber's access to the Exxat Platform and use of the Subscription Services.

4. Proprietary Rights.

4.1 Exxat Property. As between the parties and subject to the licenses expressly granted to Subscriber hereunder, Exxat retains all right, title and interest in and to the Exxat Platform, all Exxat Platform Data, all Deliverables and Feedback and any and all inventions (whether patentable or not), know-how, concepts, trade secrets, technical documentation, specifications, data, works of authorship, improvements, derivative works conceived, originated, prepared or reduced to practice by Exxat in connection with its performance of the Services (including, without limitation, the format, structure and organization of Student User Data provided to Subscriber and/or a Site) and all Intellectual Property Rights (including applications and registrations therefor) embodied in the foregoing; provided, however, that Subscriber Property set out in Section 4.2 shall be excluded from the foregoing (collectively, "**Exxat Property**").

4.2 Subscriber Property. As between the parties and subject to the license granted to Exxat hereunder, Subscriber retains all right, title and interest in and to all Subscriber Materials, Subscriber Data, and reports generated from Subscriber's use of the Subscription Services and any and all Intellectual Property Rights embodied therein (collectively, "**Subscriber Property**").

4.3 License of Subscriber Property. Subscriber hereby grants to Exxat a limited, non-transferable, non-exclusive, royalty-free license, during the Term, to use, reproduce, display and create derivative works of the Subscriber Materials and the Subscriber Data solely in connection with Exxat's performance of the Services.

5. Fees and Payment.

5.1 Initial Services Fee. In consideration of the Initial Services, if any provided hereunder, Subscriber shall pay to Exxat a non-refundable fee in the amount of the Initial Services Fee, if any specified on the first page of this Agreement, Exxat shall invoice Subscriber on the Effective Date and the full amount of the Initial Services Fee shall be due and payable within thirty (30) days following the Effective Date. For the avoidance of doubt, unless otherwise provided in a Statement of Work, the Initial Services Fee shall not be payable with respect to any Renewal Term.

5.2 Subscription Fee. In consideration of the Subscription Services provided hereunder, Subscriber shall pay to Exxat a non-refundable fee in the amount of the Subscription Fee specified on the first page of this Agreement.

5.3 Payments. Except as otherwise provided in this Section 5, all invoiced amounts shall be due and payable in full within thirty (30) days following the invoice date without reduction or set off of any kind. All fees are non-refundable, except as otherwise expressly provided in this Agreement. All payments hereunder shall be made in immediately available funds at the address for Exxat set forth on the first page of this Agreement, or such other address that is from time to time designated by Exxat in writing. All fees and other amounts stated or referred to in this Agreement are exclusive of, and Subscriber shall be responsible for payment of, all sales, use, excise, value-added and similar taxes, fees, duties, levies, tariffs and other governmental charges, excluding taxes based on Exxat's net income. Any amount payable by Subscriber that is not paid on or before the date due shall, in addition to all other available remedies, bear interest at one percent (1.0%) per month, or the maximum rate permitted by law, (whichever is less) for the number of days such payment is delinquent. In addition to any other remedy available at law or in equity, Exxat may suspend or cancel performance of any portion of the Services upon ten (10) days prior written notice if any payment is delinquent by more than thirty (30) days.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized and has full power and authority to enter into this Agreement and to perform all of its obligations hereunder; and (iii) this Agreement is valid and legally binding upon it and the execution, delivery and performance of this Agreement by such party does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound nor would violate any law or regulation of any court, governmental body or agency having jurisdiction over it.

6.2 Additional Warranties by Exxat. Exxat warrants to Subscriber, during the Term, that (i) the Services will be performed in a professional and workmanlike manner; and (ii) it has all necessary rights to grant the license of the Exxat Platform and the Subscription Services to Subscriber hereunder.

6.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 OR 6.2, THE EXXAT PLATFORM, THE SERVICES AND ALL DELIVERABLES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND AND EXXAT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR HARDWARE SYSTEMS, NETWORKS OR ENVIRONMENTS, ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OR ANY WARRANTY BASED UPON CUSTOM OR USAGE IN TRADE OR COURSE OF DEALING. EXXAT DOES NOT WARRANT THAT THE EXXAT PLATFORM OR SUBSCRIPTION SERVICES IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, THAT ANY DEFECTS WILL BE CORRECTED, THAT THE EXXAT PLATFORM OR SUBSCRIPTION SERVICES WILL FUNCTION CORRECTLY OR AT ALL WITH ANY OTHER SOFTWARE (INCLUDING, WITHOUT LIMITATION, INTERNET BROWSER SOFTWARE AND COMPUTER OPERATING SYSTEMS) OR HARDWARE OR THAT SUBSCRIBER WILL REALIZE EXPECTED SAVINGS OR OTHER BENEFITS FROM USE OF THE EXXAT PLATFORM OR SUBSCRIPTION SERVICES. EXXAT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE STUDENT USER DATA OR ANY REPORTS GENERATED FROM SUBSCRIBER’S USE OF THE EXXAT PLATFORM OR SUBSCRIPTION SERVICES OR THE CORRECTNESS, ACCURACY, OR RELIABILITY OF SUCH DATA OR REPORTS. SUBSCRIBER ASSUMES THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE STUDENT USER DATA OR SITE DATA. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THIS AGREEMENT.

7. **Indemnification.**

7.1 Indemnification by Exxat. Exxat agrees to defend Subscriber against any claim by a third party that (i) use of the Subscription Services by Subscriber or Authorized Users in accordance with this Agreement infringes a valid U.S. copyright or trademark or a U.S. patent issued on or before the Effective Date; or (ii) Exxat’s performance hereunder violates any applicable law, rule or regulation and Exxat agrees to pay all settlements of such claims approved by Exxat and all damages awarded against Subscriber (including reasonable attorneys’ fees) on account of such claim by final and non-appealable order of a court of competent jurisdiction. Notwithstanding the foregoing, Exxat shall have no obligation to Subscriber under this Section 7.1 with respect to any claim based upon (a) any infringement which does not result primarily from the use of the Exxat Platform or the Subscription Services in accordance with this Agreement; (b) any modification of the Exxat Platform by anyone other than Exxat or at Exxat’s direction; or (c) the combination, operation or use of the Subscription Services with any products, processes, hardware, software or materials not provided or approved by Exxat. Should the Exxat Platform or use of the Subscription Services become, or be likely to become in the Exxat’s reasonable opinion, the subject of an infringement or misappropriation claim, Exxat may, at its option and expense, (x) procure the right for Subscriber to continue using the Exxat Platform and/or the Subscription Services, as the case may be, (y) replace or modify the Exxat Platform and/or the Subscription Services, as the case may be, to make it non-infringing, or (z) if the neither of the foregoing remedies is reasonably practicable despite Exxat’s reasonable efforts, terminate this Agreement upon two (2) days’ prior notice to Subscriber without any liability or further obligation on the part of the Exxat. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF EXXAT FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY USE OF THE EXXAT PLATFORM OR THE SUBSCRIPTION SERVICES AND IS PROVIDED IN LIEU OF ANY WARRANTY OF NON-INFRINGEMENT.

7.2 Indemnification by Subscriber. Subscriber agrees to defend Exxat against any claim by a third party that (i) Exxat’s use of the Subscriber Property, Site Data or Student User Data in accordance with these Ts&Cs violates any third party’s Intellectual Property Rights; or (ii) Subscriber’s performance hereunder or any act or omission by an Authorized User violates this Agreement or any applicable law, rule or regulation and Subscriber agrees to pay all settlements of such claims approved by Subscriber and all damages awarded against Exxat (including reasonable attorneys’ fees) by final and non-appealable order of a court of competent jurisdiction. Notwithstanding the foregoing, Subscriber shall have no obligation to Exxat under this Section 7.2 with respect to any claim based upon (a) any infringement which does not result primarily from the use of Subscriber Property, Site Data or Student User Data in accordance with this Agreement; (b) any modification of the Subscriber Property, Site Data or Student User Data by anyone other than Subscriber or at Subscriber’s direction; or (c) the combination, operation or use of the Subscriber Property, Site Data or Student User Data Services with any products, processes, hardware, software or materials not provided or approved by Subscriber. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SUBSCRIBER FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY USE OF THE SUBSCRIBER PROPERTY, SITE DATA OR STUDENT USER DATA AND IS PROVIDED IN LIEU OF ANY WARRANTY OF NON-INFRINGEMENT.

7.3 Indemnification Procedures. The indemnifying party’s indemnification obligations under this Section 7 are conditioned upon the indemnified party (i) giving prompt notice of all threats, claims and proceedings relating to any claim for which indemnification is sought; (ii) permitting the indemnifying party to have sole control of the investigation, defense and settlement of all such claims; and (iii) providing the indemnifying party with reasonable cooperation, at the indemnifying party’s expense, in the defense and/or settlement of such claims.

8. **Confidentiality**. Each party (the “**Receiving Party**”) agrees that all information obtained from the other party (the “**Disclosing Party**”), whether disclosed orally, visually or in tangible form, and identified at the time of disclosure by the Disclosing Party as confidential, or that a reasonable person would understand to be confidential under the circumstances, (“**Confidential Information**”) shall be maintained in strict confidence and the Receiving Party shall take all reasonable precautions to protect the Disclosing Party’s Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the secrecy of its own confidential information). The Receiving Party shall not (i) divulge the Disclosing Party’s Confidential Information to any third party, other than to such employees and contractors of the Receiving Party who require such Confidential Information in connection with its performance under this Agreement; nor (ii) use the Disclosing Party’s Confidential Information, except as expressly permitted hereunder. The foregoing restrictions shall not apply to information that (a) was known to the Receiving Party without confidentiality obligations prior to its receipt from the Disclosing Party; (b) the Receiving Party rightfully obtains without confidentiality obligations from a third party; (c) becomes publicly available other than as a result of the Receiving Party’s breach of its confidentiality

obligations to the Disclosing Party; or (d) is independently developed by the Receiving Party. Notwithstanding the foregoing, for purposes of this Agreement, the Exxat Platform and the financial terms contained in this Agreement shall be deemed Exxat's Confidential Information disclosed to Subscriber hereunder. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that, to the extent permitted by applicable law, the Receiving Party first notifies the Disclosing Party of such requirement and cooperates with the Disclosing Party in seeking a protective order or confidential treatment or contesting such required disclosure.

9. Limitations of Liability.

9.1 Exclusion of Damages. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) LOSSES OF ANY KIND RESULTING FROM USE OF THE EXXAT PLATFORM OR SUBSCRIPTION SERVICES INCLUDING, WITHOUT LIMITATION, LIABILITY CAUSED BY ANY DEFICIENCY, DEFECT, ERROR OR MALFUNCTION OF THE EXXAT PLATFORM; (II) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA, LOST BUSINESS OPPORTUNITY OR PROFITS, OR LOSS OF OR DAMAGE TO GOODWILL, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (III) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

9.2 Limitation of Damages. WITHOUT LIMITATION OF THE EXCLUSIONS UNDER SECTION 9.1, EACH PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM THIS AGREEMENT, OR EITHER PARTY'S PERFORMANCE HEREUNDER, SHALL NOT EXCEED THE AMOUNT IN AGGREGATE OF FEES PAID BY SUBSCRIBER TO EXXAT (IN THE CASE OF EXXAT'S LIABILITY), OR (IN THE CASE OF SUBSCRIBER'S LIABILITY) THE AMOUNT IN AGGREGATE OF FEES PAID OR PAYABLE BY SUBSCRIBER, UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO LIABILITY FIRST AROSE. ANY CLAIM BY A PARTY AGAINST THE OTHER PARTY RELATING TO THIS AGREEMENT MUST BE MADE IN WRITING AND PRESENTED TO SUCH PARTY WITHIN ONE (1) YEAR AFTER DATE ON WHICH THE CLAIM FIRST AROSE.

9.3 Limitations and Exclusions Not Applicable. THE PROVISIONS OF THIS SECTION 9 SHALL NOT LIMIT OR EXCLUDE A PARTY'S LIABILITY ARISING FROM OR RELATED TO (I) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (II) ITS OBLIGATIONS UNDER SECTION 2.5, 3.2, 3.3, 3.4 OR 7; (III) GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT; OR (IV) PERSONAL INJURY.

9.4 Basis of Bargain. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATION OF LIABILITY PROVISIONS AND THE DISCLAIMER OF WARRANTIES IN SECTION 6.3 ARE MATERIAL, BARGAINED FOR BASES OF THE PARTIES' AGREEMENT AND ARE REFLECTED IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. THESE PROVISIONS WILL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

10. Term and Termination.

10.1 Term. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 10.2 below, shall continue in effect for the Initial Term specified on the first page of this Agreement, and shall automatically renew under the same terms and conditions for successive thirty-six (36)-month terms (each, a "**Renewal Term**"), unless either party notifies the other party within sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be, of its decision not to renew this Agreement. (the "**Term**").

10.2 Termination. Except as otherwise provided in Section 1.3 or 5.3, a party may terminate this Agreement only as provided in this Section 10.2.

10.2.1 Termination by Either Party. Either party may terminate this Agreement immediately upon written notice in the event the other party (i) commits a material breach of this Agreement and does not cure the breach within thirty (30) days of written notice describing the breach; (ii) breaches any of its obligations under Section 3 or 8; (iii) ceases to do business, or otherwise terminates its business operations; (iv) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or any such proceeding is instituted against it, which is not dismissed within sixty (60) days; or (v) is subjected to any writ of attachment, execution, garnishment or other legal process with respect to all or substantially all of its assets, which is not released within thirty (30) days.

10.2.2 Termination or Suspension for Other Cause. Either party, by providing written notice to the other party, may terminate or suspend the parties' performance of this Agreement immediately without any liability hereunder in the event that either party receives written notice at any time from any federal, state, local, or foreign governmental authority, or otherwise reasonably believes at any time, that the use of the Exxat Platform or the Subscription Services within such jurisdiction is likely to be in violation of such jurisdiction's applicable laws, rules, or regulations.

10.2.3 Effect of Termination. Termination of this Agreement shall terminate all Statements of Work then in effect and Exxat's obligations to perform the Services. Immediately upon termination or expiration of this Agreement, (i) Exxat may disable Subscriber's and Authorized Users' access to the Exxat Platform and the Subscription Services; (ii) unless otherwise provided in this Agreement, all rights and licenses granted to a party by the other party shall immediately cease; (iii) Subscriber shall cease all use of, and relinquish any and all right to use, the Subscription Services; (iv) each party shall return to the other party, or destroy (as certified by an officer of the destroying party) all Confidential Information of the other party in its possession or control; and (v) Subscriber shall promptly pay to Exxat the full amount of any accrued Fees as of the effective date of termination or expiration. In the event of termination by Subscriber for any reason other than as provided in Section 10.2.1 or 10.2.2, Subscriber shall pay to Exxat, in addition to accrued Fees, the aggregate amount of all discounts, credits and rebates extended to Subscriber hereunder. Following expiration or termination of this Agreement, Exxat will enable Subscriber to download all Student User Data and Exxat shall have no obligation, and Subscriber shall have sole responsibility, for storing and maintaining Student User Data. Unless the parties enter into a separate document retention agreement for Exxat's maintenance of a Student User's Student User Data within

six (6) months of such Student User's date of graduation, Exxat may delete all Student User Data pertaining to such Student User that is stored in the Software or in the Exxat Platform. Neither party shall be relieved of any obligation accruing under this Agreement prior to its termination. Each party's rights and obligations under the following sections of these Ts&Cs and all accrued rights to payment that remain unpaid shall survive expiration or any termination of this Agreement: Sections 4.1, 4.2, 5.3, 6, 7, 8, 9, 10.2.3, 10.4 and 11.

10.3 Suspension. In addition to its right to terminate this Agreement pursuant to Section 10.2.1 and 10.2.2 and any other right or remedy available to Exxat, Exxat may, at any time, suspend access to the Exxat Platform and use of the Subscription Services upon notice if Exxat reasonably believes that Subscriber has breached any of the terms or conditions of this Agreement.

10.4 No Liability for Suspension or Termination. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other party arising from or incident to any termination of this Agreement by such party that complies with these Ts&Cs, and Exxat shall not incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by Subscriber arising from or incident to Exxat's suspension of the Subscription Services pursuant to Section 5.3 or 10.3, whether or not such party is aware of any such damage, loss or expenses.

11. Miscellaneous.

11.1 Force Majeure. Neither party shall be liable for non-performance or delay in performance (other than of payments or confidentiality obligations) caused by any Force Majeure Event.

11.2 Assignment. Neither party may assign this Agreement, or delegate any obligations under this Agreement, without the prior written consent of the other party and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, a party may assign this Agreement without such consent in connection with a merger, consolidation, sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred or to a wholly-owned subsidiary of a party or its parent company or to its parent company. All terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

11.3 Amendments. No amendment, modification or supplement to this Agreement shall be binding, unless it is in writing and signed by both Exxat and Subscriber.

11.4 No Waiver. The waiver of a breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

11.5 Relationship of the Parties. The parties are independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Subscriber shall be solely responsible for any claims, damages or lawsuits arising out of its acts or those of its employees or agents or any of them. Neither party shall incur any obligations for or in the name of the other party, or have the authority to bind or obligate the other party.

11.6 Notices. All notices and other communications shall be in writing and delivered by commercial overnight courier service with tracking capabilities, or certified mail, return receipt requested, postage prepaid. Notices shall be sent to the address of the applicable party specified on the first page of this Agreement or such other address as a party may designate in a notice provided to the other party in accordance with this Section 11.6. Notice shall be effective only upon receipt, except notice sent by mail shall be deemed received three (3) days after deposit in the mails.

11.7 Governing Law. This Agreement shall be construed according to the laws of the State of California, without regard to the conflict of law provisions thereof. Except as otherwise provided in Section 11.8, all disputes and causes of action involving a party that arise out of or relate to this Agreement, or a party's performance hereunder, shall be brought in the California State and U.S. federal courts located in Los Angeles County, California and the parties hereby submit to the sole and exclusive jurisdiction of such courts. The prevailing party in such action shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in addition to any other relief to which such party is entitled.

11.8 Dispute Resolution; Arbitration. Any dispute with respect to or arising out of or in connection with, or otherwise related to the execution or performance of, this Agreement shall first be attempted to be settled by the parties amicably through good faith discussions upon the written request of either party. In the event that any such dispute cannot be resolved within a period of sixty (60) days after such written request has been delivered, such dispute shall be submitted to binding, confidential arbitration, held in Los Angeles, California. The arbitration proceedings shall be conducted before one (1) arbitrator in accordance with the Streamlined Arbitration Rules and Procedures of JAMS in effect at the time. The arbitrator shall have no power or authority to amend or disregard any provision of this Agreement. The arbitrator's decision may be entered in any court of competent jurisdiction and shall be final and binding, and each party expressly waives its right to an appeal and/or jury trial. Notwithstanding anything in this Section 11.8 or otherwise, either party may institute an action in a court of competent jurisdiction for injunctive or other equitable relief and/or a decree for specific performance pending final resolution by arbitration.

11.9 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

11.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, or confers, upon any person or entity other than the parties and any respective successors or permitted assigns of the parties, any rights, obligations, or remedies hereunder (whether as a third party beneficiary or otherwise).

11.11 Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

11.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

**Attachment 1 to Terms and Conditions****Definitions**

“**Authorized Users**” means, collectively, Student Users, those employees of Subscriber and those employees of a Site who are authorized by Subscriber to use the Subscription Services.

“**Business Day**” means any day except a Saturday, a Sunday and any statutory holiday observed in the state where Exxat’s principal place of business is located.

“**Business Hours**” means 9:00 am to 5:00 pm Pacific Time, each Business Day.

“**Deliverable**” means each item specified in a Statement of Work as a “deliverable” to be provided to Subscriber in connection with Exxat’s performance of the Services.

“**Error**” means a bug, defect or error that causes the Exxat Platform to function in a manner that does not substantially conform with the description of features included in Exhibit A.

“**Exxat Platform**” means, collectively, Exxat’s proprietary software platform accessible through the Exxat Website enabling Authorized Users to obtain information about Sites and clinical internship positions at Sites and to upload Student User Data for submission to Sites.

“**Exxat Platform Data**” means non-personally identifiable information generated by the Exxat Platform from use of the Subscription Services by Authorized Users.

“**Exxat Website**” means Exxat’s website located at www.exxat.com.

“**Feedback**” means any and all feedback, suggestions, reports, test results, or other information (excluding Student User Data) related to or derived from Subscriber’s or any Authorized User’s access to or use of the Exxat Platform or Subscription Services.

“**Fees**” means, collectively, the Initial Services Fee, the Subscription Fee and any and all amounts payable pursuant to a Statement of Work.

“**Force Majeure Event**” means an event reasonably beyond a party’s control including, but not limited to, war, act of terrorism, sabotage, hostilities, revolution, riot, civil commotion, national emergency, strike, lockout or other labor dispute or shortage or inability to obtain material, fuel, power or equipment, equipment failure, unavailability of supplies, compliance with laws or regulation (including, without limitation, those related to infringement or violation of Intellectual Property Rights), epidemic, fire, flood, earthquake, force of nature, explosion, Internet service or connectivity outage or interruption, power outage, embargo or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

“**Incident**” means any event that causes a failure of, an interruption to, or reduction in, the functionality or performance of the Subscription Services.

“**Intellectual Property Rights**” means patent rights, copyright rights, moral rights, trademark rights, rights in trade secrets and know-how, *sui generis* database rights and all other forms of intellectual property rights recognized anywhere in the world.

“**Initial Services Fee**” means, collectively, the fees specified as “Initial Services Fee” on the first page of this Agreement.

“**Site**” means an entity that provides clinical internships for students enrolled with Subscriber.

“**Site Data**” means information provided by Subscriber to Exxat relating to a Site or a Site’s clinical internship program.

“**Statement of Work**” means a written statement of work that (i) is signed by both parties, (ii) includes a reference to this Agreement, and (iii) is made subject to the terms and conditions of this Agreement.

“**Student User**” means a student who is in attendance in school at Subscriber and is authorized by Subscriber to use the Subscription Services for such student’s personal purposes and not for resale, relicense or use (directly or indirectly) by anyone other than the named student.

“**Student User Data**” means information and documents containing information relating to each Student User (including, without limitation, personally identifiable information, educational records, letters of recommendation, Site preferences and evaluations and health information) provided to Exxat by Subscriber or an Authorized User.

“**Software**” means the Exxat’s proprietary online software applications provided by Exxat as part of the Subscription Services.

“**Subscriber Data**” means information provided by Subscriber to Exxat relating to administration of Subscriber’s clinical placement program and communications between Subscriber and a Student User or a Site.

“**Subscriber Materials**” means materials requested by Exxat and provided by Subscriber in connection with Exxat’s performance of the Services.

“**Subscription Fee**” means, the fees specified as “Subscription Fee” on the first page of this Agreement.

“**Terms of Service**” means the Terms of Service agreement posted on the Exxat Website.

“**Update**” means any update, bug fix, patch or correction of the Exxat Platform that Exxat makes generally available to subscribers of services made available through the Exxat Platform.

“**Virus**” any virus, Trojan horse, timer, clock, counter, or other limiting design, instruction, or routine that erases data or programming or causes software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed, or is designed to do so.



Master Agreement No. **201908000058-N**

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.

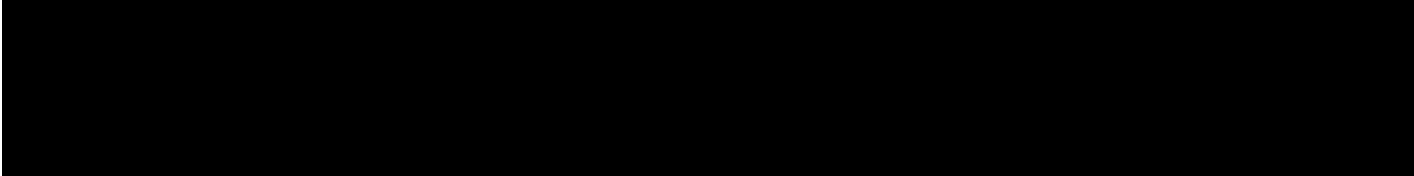
Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation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



HSC Contract # 2019-0894

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.