

SMARTDOLLAR® MASTER SERVICES AGREEMENT

By executing this SmartDollar® Master Services Agreement (“Agreement”), UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH, a Texas nonprofit corporation (“Client”), retains THE LAMPO GROUP, LLC d/b/a SMARTDOLLAR™ (“SmartDollar”), a Tennessee limited liability company, to deliver its SmartDollar® online financial wellness program to Client’s employees and students (collectively “Eligible Users”). The parties agree to the following terms:

1. **SmartDollar® Program:**

1.1 Client’s subscription entitles its Eligible Users to access the Program for three (3) years from the launch date. Upon expiration or cancellation of this Agreement, all rights are automatically revoked and access is terminated. Access to the SmartDollar financial wellness online program includes:

- Confidential Financial Wellness Score
- 17 video lessons with MP3 downloads
- 17 lesson worksheet PDF downloads
- 7 bonus “Deep Dive” video lessons
- Baby Step dashboard
- Quizzes
- EveryDollar® budget tool
- Budget tutorial videos and downloads
- Ask Dave tool
- Help Center
- One account per household
- Quarterly reporting

1.2 SmartDollar Terms of Service located at www.smartdollar.com/terms-of-service apply to all use of the Program and form part of this Agreement. Eligible Users assent to the Terms of Service is required upon enrollment. Likewise, the Terms of Use located at <https://www.everydollar.com/terms> apply and must be accepted prior to use of the EveryDollar® budget tool.

2. **Fees and Payment:** Client shall pay SmartDollar \$55,825 annually for three (3) years as described below.

Client must provide SmartDollar with exact number of Eligible Users 45 days before the Program launch date and again 30 days prior to annual Program anniversary date. New Eligible Users are included at no additional charge for up to 5% of the Client’s Eligible Users. Billing will be updated on an annual basis if the Client’s Eligible Users increases more than 5% during the three (3) year period. The annual fee for year one is due by November 15, 2019. The annual fee for year two and year three is due 30 days before the Program launch date anniversary. Delivery of services shall not commence until payment is received. Payment may be made via check, ACH or Wire.

Launch Date	Price Per Eligible User Per Year	Eligible Users	Annual Base Fee	Total Annual Fee	Fees Due Date
January 5, 2020	\$15	3,555	\$2,500	\$55,825	November 15, 2019

3. **Term and Termination:** The Term of this Agreement shall be for three (3) years. Either party may terminate this Agreement for convenience, annually on the anniversary of the launch date with thirty (30) days’ advance written notice. Either party may terminate this Agreement for any material breach of this Agreement that is not cured within fifteen (15) days of written notice of such breach.

4. **Intellectual Property:** This Agreement is in no way intended to transfer any ownership rights in or to any intellectual property, whether trademark, copyright, trade secret, or other proprietary information of SmartDollar. All rights not expressly granted are hereby reserved. Client is not entitled to alter or modify the Program. Any use or license to any SmartDollar intellectual property or the Program is strictly for the fulfillment of the obligations of this Agreement and shall immediately terminate upon expiration or termination hereof.

Notwithstanding anything to the contrary herein, during the term of this agreement SmartDollar shall have the limited right to display Client’s name on its website and other marketing materials solely for the purpose of identifying Client as a customer of SmartDollar. Accordingly, Client grants SmartDollar a limited license in Client’s approved marks and logos for the foregoing limited purpose. All rights not granted are reserved by Client.

5. **Confidentiality and Security**: The parties acknowledge that to fulfill the obligations of this Agreement (“Purpose”) the parties may be required to disclose confidential information. The parties agree to use commercially reasonable efforts to maintain confidentiality and security of any such information and to use such information only for the Purpose, unless otherwise specified in writing.

5.1 "Confidential Information" as used herein means any information pertaining to: (i) any of a party's proprietary technology or computer software in all versions and forms of expression, regardless of whether such is under patent or registered copyright, or under a pending application therefor, or forms the basis for a patentable invention, or is held as a trade secret (collectively, the "Proprietary Technology"); (ii) any manuals, notebooks, documentation, recorded data, technical information, pictures, illustrations, codes, formulas or know-how related to any of the Proprietary Technology; (iii) customer, client, or employee personally identifiable information or personal financial information, and/or (iv) other information, including, without limitation, creative works in progress, information regarding proposed product developments, customers, contracts, financial data, marketing data, business methods, or business plans. Confidential Information also includes information given orally.

5.2 All right, title and interest to Confidential Information remains with disclosing party. No obligation to provide any Confidential Information is created.

5.3 This Agreement does not obligate or limit a Recipient with regard to any Confidential Information that: (i) was in Recipient's possession before receipt from Discloser; (ii) is or becomes a matter of general public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from another source, so long as the source was not then subject to a prohibition against disclosing the Confidential Information to Recipient; (iv) is expressly disclosed by Discloser without an obligation of nondisclosure; or (v) is independently developed by Recipient other than through the disclosure of the Confidential Information.

5.4 Notwithstanding the foregoing, the parties acknowledge that SmartDollar may from time to time collect or compile aggregated statistical de-identified data derived from the Program for SmartDollar’s own purposes and/or for reporting purposes to Client. The parties agree that this data shall not be deemed confidential when used in such fashion.

Data Security. SmartDollar shall provide a secure environment for all Client Data, the System, and other information associated with the SmartDollar SaaS as part of its performance under this Agreement. SmartDollar represents, warrants and covenants that the security measures it will take in performance of its obligations under this Agreement, with respect to SaaS and System security as it pertains to Client and Client Data, SmartDollar, in performance of its obligations under this Agreement, agrees to:

- (a) segment Client Data away from both internal and external users so that only authorized employees of SmartDollar or Client with a need to know such information can access such information;
- (b) employ commercially reasonable external controls on Client Data necessary to prevent such data from being obtained, viewed, altered, or otherwise accessed by unauthorized users and to prevent its Systems from being compromised or breached;
- (c) implement and adhere to a System Authentication Access Method whereby the logins of all of SmartDollar’s System Administrators of information systems can be tracked and audited individually;
- (d) have adequate physical security controls in place at its data center and all other areas that store or process Client Data including controls such as cipher based access control, biometrics, video archives, and audit logs;
- (e) have company security policies documented and all of those policies implemented, an executive summary of which may be reviewed with Client upon request; and
- (f) promptly notify Client of any breach of its System security.

5.5 **Viruses**. At all times during the Term, SmartDollar will use current anti-virus and security protection on the System to protect the SmartDollar® SaaS and Software against Virus and will implement promptly anti-virus and security updates once approved the SmartDollar’s Technology Operations group. SmartDollar further warrants that Client will not receive any Virus that would interfere with Client’s operation or otherwise cause SmartDollar’s or Client’s Hardware or Software to become inoperable or unusable. SmartDollar shall promptly advise Client, in writing, upon reasonable suspicion or actual knowledge, that any Software used in providing the SmartDollar® SaaS Services may contain a Virus. In the event that a Virus is found to have introduced into

Client's systems by such SmartDollar® SaaS Software, SmartDollar will use all reasonable commercial efforts, at no additional charge to Client, to assist Client in reducing the effects of the Virus and, if the Virus causes a loss of operational efficiency or loss of data, to assist Client to mitigate and restore such losses. "Virus" means any malicious data, code, program, or other component (e.g., computer worm, computer time bomb, trap door, back door, snoopware, spyware, malicious logic, Trojan Horse, or clock) which could erase data or programming, interfere with or monitor Client's hardware or software, or otherwise cause SmartDollar's System or Software or Client's other hardware or software to become inoperable or incapable of being normally used.

6. **Relationship:** Nothing contained herein shall be construed as creating a partnership, joint venture, employment or agency relationship other than that of independent contracting parties. Neither party shall assume any responsibility, indemnity, or liability for the other in any form.

7. **Warranties:**

7.1 SmartDollar warrants that: (1) it has full power and authority to enter this Agreement; (2) SmartDollar will exercise best efforts to comply with applicable laws and regulations; and (3) entering this Agreement does not violate any third-party agreement of SmartDollar.

7.2 Client acknowledges that SmartDollar is not a retirement plan fiduciary and offers no professional opinion or advice regarding legal, tax, investing, or other matters, including methods of payment for the Program. Client should seek and rely upon its counsel for fiduciary decisions, including whether to utilize plan assets for the purchase of SmartDollar access.

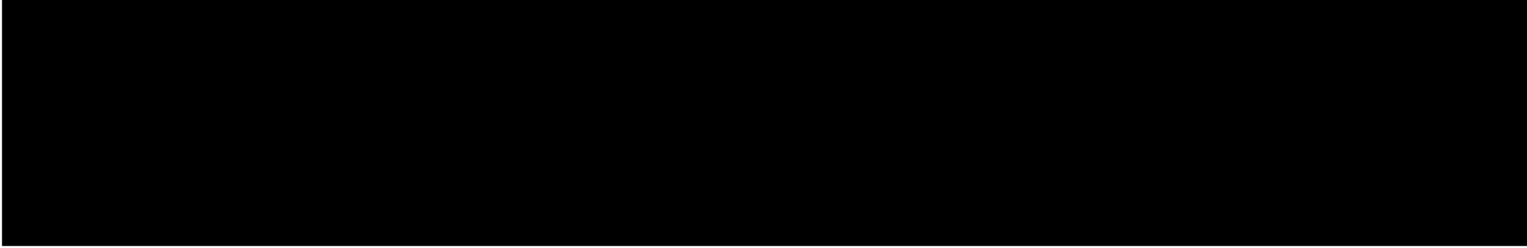
7.3 OTHER THAN AS EXPRESSLY STATED HEREIN THE PROGRAM, AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE PROGRAM ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. SMARTDOLLAR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

8. **Governing Law:** This Agreement, including all attachments, shall be governed by the laws of the State of Tennessee, and the exclusive venue for any dispute arising from this Agreement or Client's Services shall be in the state and federal courts having jurisdiction over Williamson County, Tennessee.

9. **Miscellaneous:** No right or obligation under this Agreement may be assigned or transferred without prior written consent of the other party. This Agreement, and any incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction, such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement.

THE LAMPO GROUP, LLC
d/b/a SMARTDOLLAR

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE
CENTER AT FORT WORTH



Date: 11/7/2019

Date: 11/7/2019

SmartDollar Payment Instructions

Make checks payable to:

SmartDollar
1011 Reams Fleming Boulevard
Franklin, TN 37064
Invoice Questions: 615.645.6026

Client Accounts Payable Contact Information



Email invoices@untsystem.edu

HSC Contract #2020-0109

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: 11/7/2019

Date: 11/7/2019

HSC Contract # 2020-0109

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.