



Elucidat Ltd  
22-23 Kensington Street  
Brighton BN1 4AJ  
United Kingdom

Order Form for: UNT Health Science Center

Offer valid until: 2021-08-31

Proposed by: [REDACTED]

# Order Form

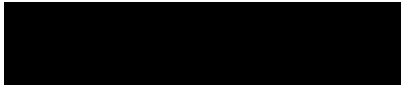
I'm pleased to include details of your Elucidat order below. If you have any questions about this order, please do not hesitate to contact me.



## Customer Information

**Sold To:** UNT Health Science Center

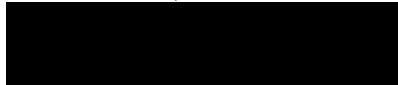
3500 Camp Bowie Blvd. EAD 834  
Fort Worth  
TX  
76107  
United States



**Bill To:** UNT Health Science Center

1112 Dallas Drive, #4000  
Denton  
TX  
76205  
United States

invoices@untsystem.edu



## Proposed Plan

| Product plan  | Price       | QTY | Subtotal    |
|---|-------------|-----|-------------|
| Elucidat Team plan (USD)<br>Annual subscription to Elucidat | \$16,700.00 | 1   | \$16,700.00 |

Subtotal **\$16,700.00**

**Total \$16,700.00**

## Contract Information

**Term Start Date:** Date of signature

**Term End Date:** 12 months from signature

**Billing Frequency:** Annual

**Payment Method:** Invoice

**Payment Terms:** 30 days

**Billing Method:** Email

PO Required:

Payment Currency: US Dollar (USD)

PO Number:

## Special Terms

- All prices are subject to VAT where appropriate.

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

## Agreement

I agree to this order and the **Elucidat License Agreement** at <https://www.elucidat.com/terms>

Name: UNT Health Science Center

Date:

Company: UNT Health Science Center

Signature:



# Elucidat Plans

Elucidat plans are designed to be flexible so you can tailor a package based on your exact requirements and achieve transformational impact with Elucidat.

|  | Basic              | Team               | Enterprise           | Scale                               |
|--|--------------------|--------------------|----------------------|-------------------------------------|
| <b>Users</b>   | <b>Up to 2</b>     | <b>Up to 20</b>    | <b>Up to 60</b>      | <b>Unlimited</b>                    |
| <b>Learners per year</b>                                       | <b>2,000</b>       | <b>9,000</b>       | <b>30,000</b>        | <b>100,000</b>                      |
| Unlimited projects with...                                     | Up to 300 releases | Up to 600 releases | Up to 1,500 releases | Up to 3,000 releases                |
| Content release modes  | URL, LMS or LRS    | URL, LMS or LRS    | URL, LMS or LRS      | URL, LMS, LRS or Learning Launchpad |
| Project authoring suite  | ✓                  | ✓                  | ✓                    | ✓                                   |
| Learning Accelerator<br><i>Including 20+ project templates</i> | ✓                  | ✓                  | ✓                    | ✓                                   |
| Custom page layouts  | ✓                  | ✓                  | ✓                    | ✓                                   |
| Collaboration tools  | ✓                  | ✓                  | ✓                    | ✓                                   |
| Rapid re-release content                                       | ✓                  | ✓                  | ✓                    | ✓                                   |
| Fully responsive courses                                       | ✓                  | ✓                  | ✓                    | ✓                                   |
| Asset and media library  | ✓                  | ✓                  | ✓                    | ✓                                   |
| Flexible branding and styles                                   | ✓                  | ✓                  | ✓                    | ✓                                   |
| Learner trends dashboard                                       | ✓                  | ✓                  | ✓                    | ✓                                   |
| SCORM and xAPI compatible                                      | ✓                  | ✓                  | ✓                    | ✓                                   |
| Advanced user management                                       | Add-on             | ✓                  | ✓                    | ✓                                   |
| Translations manager   | Add-on             | Add-on             | ✓                    | ✓                                   |
| Author single sign-on (SSO)                                    | Add-on             | Add-on             | Add-on               | ✓                                   |
| Learning Launchpad pack(s)                                     | Add-on             | Add-on             | Add-on               | Includes 5                          |
| Launchpad single sign-on (SSO)                                 | Add-on             | Add-on             | Add-on               | Add-on                              |

## Industry leading support included

Our plans include industry leading support alongside your platform subscription. Elucidat is more than an authoring tool, we're here to partner with you and support your digital learning goals.

|  | Basic | Team | Enterprise | Scale |
|--|-------|------|------------|-------|
| Account management                           | ✓     | ✓    | ✓          | ✓     |
| Email and in-app chat                        | ✓     | ✓    | ✓          | ✓     |
| Learning Hub access                          | ✓     | ✓    | ✓          | ✓     |
| Masterclass HQ access                        | ✓     | ✓    | ✓          | ✓     |
| Platform support manual                      | ✓     | ✓    | ✓          | ✓     |
| Customer Success Manager                     |       | ✓    | ✓          | ✓     |
| Product enhancement invites                  |       | ✓    | ✓          | ✓     |
| Customer Advisory Board                      |       |      | ✓          | ✓     |
| Helpdesk callback screenshares               |       |      | ✓          | ✓     |
| Bespoke contract <i>(if required)</i>        |       |      | ✓          | ✓     |
| Priority helpdesk queue                      |       |      |            | ✓     |
| Tailored onboarding plan                     |       |      |            | ✓     |
| Service level agreement <i>(if required)</i> |       |      |            | ✓     |



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All Collections Compliance License Agreement

# License Agreement



Written by Isobel Petty

Updated over a week ago

Last reviewed: April 2020

**This License Agreement sets out the terms on which Elucidat provides the Software and Professional Services to the Subscriber. By subscribing to our Software or engaging us to provide Professional Services you are agreeing to be legally bound by this License Agreement and are committing fully and unconditionally to the obligations set out below.**

## 1. Definitions

In this License Agreement, we have given specific meanings to the following words:

**“Authorized Personnel”** means the Subscriber’s directors, officers, employees, and authorized personnel;

**“Course Content”** means any e-learning materials, courses and other content, including text, imagery, videos or other files entered,

uploaded or created by you or your authors while using the Software.

“**Deliverables**” means any specified bespoke work or materials to be created by Elucidat as part of its provision of Professional Services as described in an Order Form or Statement of Work, but excluding Software;

“**Elucidat**” “**us**” “**we**” and “**our**” refers to the relevant Elucidat entity described in clause 15.8 below, or as otherwise detailed in the relevant Order Form;

“**Elucidat Account**” means a current Subscription account for the Software created pursuant to this License Agreement;

“**Force Majeure Event**” means circumstance not within a party’s reasonable control including, without limitation acts of God, flood, storm, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, strike, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing restrictions on travel and health warnings, and collapse of buildings, breakdown of plant or machinery, fire, explosion or accident;

“**License Agreement**” means these terms and conditions may be amended or varied from time to time as explained herein;

“**Order Form**” means a document headed “Order Form” signed by the parties and setting out the details of the Software and/or Professional Services being contracted for by you pursuant to this License Agreement;

“**Professional Services**” means, where applicable, any additional or

ancillary services set out in an Order Form or Statement of Work to be provided by Elucidat to you in connection with the Software, subject to this License Agreement, such as implementation, training, custom design or consulting services;

“**Site**” means [www.elucidat.com](http://www.elucidat.com) or such other URL as updated by Elucidat from time to time;

“**Software**” means the relevant Elucidat software-as-a-service which the Subscriber has purchased a subscription to, which is accessed and used via our password-protected area on our Site;

“**Special Terms**” means any terms agreed by the parties to override the standard terms of this License Agreement pursuant to clause 15.3 below;

“**Statement of Work**” means a document headed “Statement of Work” incorporated into an Order Form setting out a description of any Professional Services to be provided by us to you pursuant to this License Agreement;

“**Subscriber**” “**you**” and “**your**” means the individual or legal entity which is named as our subscriber when subscribing to an Elucidat Account and who is contracting with Elucidat under this License Agreement, which shall, where the context permits, include the Subscriber’s Authorized Personnel;

“**Subscription**” means the subscription for the Software for the period during which your Elucidat Account is valid under this License Agreement.

## 2. This License Agreement

**2.1 Acceptance of Terms:** The Software and/or Professional Services are provided by Elucidat to the Subscriber subject to the terms of this

License Agreement. By applying for an Elucidat Account, you are indicating your acceptance of this License Agreement.

**2.2 Additional items:** In addition to the terms set out herein, you will also be subject to any guidelines and other rules applicable to use of the Site and Software, which are posted on our Site from time to time. All such guidelines and rules are hereby incorporated by reference into this License Agreement.

**2.3 Important notice:** The nature of Elucidat's database-driven technology means that you will only be able to create and edit your Course Content and publish it via the Software for the duration of your Subscription. However, you may at any time export your Course Content out of our systems for independent publication.

### 3. The Software

3.1 The Software is subscription-based online e-learning authoring software. The Software provides our Subscribers with the ability to simply and quickly author and publish online e-learning Course Content.

3.2 The Software is continually under review and its features and functionality may change throughout your Subscription at our sole discretion, provided that the Software will perform substantially in accordance with the functions as specified on our Site when under use by Authorized Personnel in a manner that conforms to the terms and conditions of this Agreement and the features and functionality specified on our Site.

3.3 The Software may facilitate the creation of SCORM-compliant files for integration with third-party learning management systems (LMSs). We do not warrant that third-party LMSs will all be able to integrate with SCORM files generated by the Software.



## 4. Creating an Elucidat Account

4.1 In order to use the Software, you must apply via our Site for an Elucidat Account.

4.2 If you are applying on behalf of your business, please ensure you name the correct entity (sole trader, LLP, limited company or PLC, etc.) as the “Subscriber,” as the contract will be formed between the named Subscriber and Elucidat. You must only apply for an Elucidat Account in the name of a Subscriber with the express authority of that person or entity. A binding contract is formed between Elucidat and the Subscriber when we accept your application or make your Elucidat Account available to you (whichever is earlier).

4.3 We reserve the right, at our discretion and without cause, prior to entering a License Agreement, not to accept an application to create an Elucidat Account or additional Elucidat Accounts for existing Subscribers. No charge will be made by us for declined applications.

## 5. Accessing and using your Elucidat Account

5.1 Once your Elucidat Account has been created, we will send you an account activation email so that you can log in with your username (your email address) and create your new password.

5.2 Unless permitted below, the Subscriber may not permit any third-party to access or use their Elucidat Account.

5.3 Additional users within the Subscriber organization can obtain their own usernames and passwords if the initial user accesses the Software and uses the “Editor” function on the “Account” page (some subscription packages may have limitations on the number of additional users which can be added – please check our Site for details).

5.4 You may be able to upgrade your Elucidat Account by applying to upgrade and paying any further applicable fees.

## 6. Professional Services

6.1 Where agreed in an Order Form or Statement of Work and in consideration for the relevant fees paid by the Subscriber, Elucidat shall provide the Professional Services and any agreed Deliverables with reasonable skill and care.

6.2 Unless otherwise agreed, Professional Services shall be provided from Elucidat's own premises. Where provided at other locations, additional expenses may be incurred by prior agreement.

6.3 Unless stated otherwise in the relevant Order Form or Statement of Work, you shall be entitled to use the Deliverables on a non-exclusive, perpetual, Worldwide, royalty-free basis for your own business purposes. All other rights in Deliverables shall be reserved to Elucidat.

## 7. Software license

7.1 **Your rights to use the Software:** From our confirmation of the creation of an Elucidat Account, we grant the Subscriber and its Authorized Personnel a non-transferable, non-sublicensable, non-exclusive license to access and use the Software in accordance with this License Agreement for the duration of the Subscription.

7.2 **Conditions:** The above licenses are strictly subject to compliance with this License Agreement by the Subscriber and its Authorized Personnel. Access to the Software may be suspended at any time for reasonable cause.

## 8. Your obligations

8.1 **You must:**

- 8.1.1 Only use the Software for the Subscriber's own business purposes;
- 8.1.2 Comply with our [Site Terms of Use](#) at all times;
- 8.1.3 Only use the Software for legal purposes in accordance with honest trade practices;
- 8.1.4 Use reasonable endeavors to maintain the security of all log-in details for the Elucidat Account;
- 8.1.5 Only attempt to access the Software using authorized log-in details of the Subscriber;
- 8.1.6 Comply with our reasonable requests and directions as to your use of the Software notified to you from time to time;
- 8.1.7 Take full responsibility for the compliance with this License Agreement by anyone accessing the Software using your Elucidat Account, including your Authorized Personnel.

## 8.2 **You must not:**

- 8.2.1 Do anything which could reasonably be expected to damage, disable, overburden or materially impair the Software or our Site and systems generally, or which is likely to interfere with any other party's use or enjoyment of the Software;
  - 8.2.2 Use the Software to infringe upon any third-party intellectual property rights;
  - 8.2.3 Infringe, challenge or dispute our ownership of the intellectual property rights in the Software;
  - 8.2.4 Attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties);
- or
- 8.2.5 Seek to license, sell, resell, transfer, rent, lease, distribute, exploit or otherwise make the Software available to any third-party other than your Authorized Personnel.

## 9. Security

9.1 The Subscriber is ultimately responsible for administering and safeguarding any log-in details and passwords created to control access to its Elucidat Account. Please keep any such details secure. Please let us know immediately if you think that there has been any unauthorized attempt to access the Software without permission.

9.2 Our prevailing [Security Policy](#) applies. We may make reasonable adjustments to our [Security Policy](#) at our sole discretion from time to time, which shall take effect when published on the Site.

## 10. Paying for The Software

**10.1 Subscription fees:** In consideration for your rights under this License Agreement for use of the Software, you will pay to us all applicable Subscription fees, payable annually in advance. The applicable pricing is as advised and agreed with you at the start of your Subscription. All Subscription fees are non-refundable and non-cancellable.

**10.2 Professional Service fees:** In consideration for your rights under this License Agreement in respect of the Professional Services (as applicable), you will pay to us all applicable Professional Services, payable in advance. The applicable pricing is as advised and agreed with you at the start of your Subscription.

**10.3 How payments are made:** We will invoice you for the fees applicable to your Subscription, payment being required before your Elucidat Account will be activated or before your current Subscription period expires.

**10.4 Automatic renewal:** Elucidat may change pricing and pricing structures from time to time. Such changes shall automatically take effect for you from your next billing cycle (i.e., you will only be subject to price increases after the period that you have already paid for in advance), unless otherwise agreed in writing. Your Subscription will

automatically renew unless you or we cancel your Subscription according to the cancellation procedure below (Closing an Elucidat Account). By default, an annual increase of the prevailing UK CPI (Consumer Price Index) + 3% shall be applied to your fees on renewal. Where we notify you of an updated License Agreement prior to renewal, the updated License Agreement terms shall apply to the renewed Subscription.

**10.5 Currency:** You shall pay the fees in the currency as detailed in the relevant Order Form or as advertised to you on the Site at the point of purchasing the Subscription or relevant Professional Services.

**10.6 VAT and sales tax:** All fees payable by you pursuant to this License Agreement are exclusive of VAT, sales tax or other applicable taxes which are also payable as applicable.

**10.7 Non-payment:** We shall be under no obligation to provide the Software or the Professional Services if the relevant fee (plus applicable taxes) is not paid to us on time. The Subscriber must ensure that we have complete and accurate billing and contact information throughout the Subscription period, including the full name of the Subscriber, its business address, and a billing contact email address. If fees become overdue, because for example invoices are unpaid or the Subscriber's credit card has expired, we reserve the right to suspend your access to the Software or supply of the Professional Services until the balance is paid and/or we may close your Elucidat Account permanently without notice, without prejudice to our wider remedies at law.

## 11. Course Content, Personal Data and Confidentiality

**11.1 Rights in your Course Content:** You have sole responsibility for the accuracy, reliability and use of your Course Content. You retain ownership and/or control of any copyright, trademarks, database

rights and any other intellectual property rights in your Course Content. Intellectual property ownership in your Course Content will not be transferred to us.

**11.2 Our use of your Course Content:** We will only use your Course Content to the extent necessary to provide the Software (and any support services thereto) or Professional Services, except that we reserve the right to disclose your Course Content to law enforcement and/or regulatory officials in the investigation and/or determination of alleged unlawful activities and legal disputes. The Software will enable you to create, edit, store, access, publish and delete your Course Content for the duration of your Subscription.

**11.3 Your responsibilities regarding Course Content:** You warrant that you have the rights to use your Course Content, and any personal data contained within it, online via the Software. You take full responsibility for your Course Content, and indemnify Elucidat against any claims relating to breach of third-party rights caused by such use of your Course Content, breach of any law or regulation or other legal rights as a result of the nature or use of your Course Content, or any other associated claim. Elucidat reserves the right to remove your Course Content from our servers in the event of the above claims, threatened, alleged or issued, or for any other reasonable cause.

**11.4 Personal data contained in your Course Content and/or generated by the Software:** Elucidat functionality may generate analytics and/or personal data about your learners' use of the Course Content via the Software. Any personal data contained in your Course Content or generated by the Software shall be processed by us in accordance with our [Privacy Policy](#) (where we are the data controller) or our [Data Processor Terms](#) (where we are your data processor). Your Course Content will be hosted via the Site in accordance with our [Security Policy](#).

**11.5 Deletion of your Course Content:** We will retain any Course Content that you leave in your Elucidat Account as of the expiry or termination of your Elucidat Account for the period of one (1) month after which we shall be entitled to delete it from our systems and backups. If you require assistance with exporting your Course Content, any applicable services shall be chargeable.

**11.6 Backups:** All Elucidat data (including your Course Content stored via the Site) is backed up several times a day with encrypted copies of the backup data provided to multiple secure locations. Backed up data is stored for one (1) month after initial backup date. You agree not to hold Elucidat liable and we accept no responsibility in respect of the loss or corruption of any Course Content. You are therefore strongly advised to regularly export and backup copies of your Course Content.

**11.7 Confidentiality:** Unless either we or you have the prior written consent of the other or unless required to do so by law, each party will preserve the confidentiality of all confidential information of the other obtained in connection with this License Agreement. Neither we nor you will, without the prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by this License Agreement. Each party's obligations under this clause will survive for a period of two (2) years following expiry or termination of your Subscription, but shall not apply to any information which:

11.7.1 is or becomes public knowledge other than by a breach of this clause;

11.7.2 is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure;

11.7.3 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

11.7.4 is independently developed without access to the confidential

information.

**11.8 Usage data:** We may track and analyze the usage of the Software for purposes of security and helping us improve both the Software and the user experience. We may share anonymous usage data with our service providers for these purposes. We may also share such anonymous usage data on an aggregate basis in the normal course of operating our business, including sharing such information publicly to show trends about the general use of our Software.

## 12. Elucidat Intellectual Property

**12.1 Our intellectual property:** Except as expressly stated in this License Agreement, Elucidat alone (and its licensors, where applicable) will own and retain all intellectual property rights relating to the Software, Site, Professional Services, Deliverables or any suggestions, ideas, enhancement requests, feedback, recommendations or other information related thereto provided to Elucidat by you or any third party, which are hereby assigned to Elucidat. Nothing in this License Agreement shall transfer any ownership rights to the Subscriber or any third-party, unless expressly agreed in writing.

**12.2 Third-party features:** All copyright, database rights, trademarks and other intellectual property rights in any external data sources or embedded third-party services used in the Software are the intellectual property of the relevant third-party provider.

**12.3 Marketing:** Unless otherwise agreed between us, you hereby agree that we shall be entitled to publicize that you are a Subscriber to the Software on our Site, including use of your current logo or otherwise provided that such publicity does not imply any wider trading association or relationship between us.



## 13. Closing an Elucidat Account

**13.1 Cancellation by you:** You may close your Elucidat Account at any time by contacting our Customer Success Team in writing at least thirty (30) days before your current Subscription is due to auto-renew. Once you have given written notice, no further Subscription fees will be invoiced and no refund will be made of any Subscription fees already billed and paid. If you cancel your Elucidat Account, the Software and Course Content will remain accessible by you until the current Subscription period that you have already paid for expires, after which your Elucidat Account will be locked and your Course Content shall no longer be accessible via the Software.

**13.2 Suspension and closure by us in the event of a problem:** If you, or any other user of your Elucidat Account, fail to abide by this License Agreement or if the Subscription fees are not paid on time, we reserve the right to suspend your access to the Software and/or permanently cancel your Elucidat Account. If we withdraw access to the Software because this License Agreement has been breached, no refund will be payable by us.

**13.3 Non-fault closure by us:** In addition to our other rights under this License Agreement, we also reserve the right to close any Elucidat Account (including during any 'Free Trial') for any reason by giving thirty (30) days' notice and refunding any unused Subscription fees on a pro rata basis.

## 14. Disclaimer

**14.1** This section restricts the extent to which we are liable for any losses which may be suffered in connection with your use of the Software or receipt of the Professional Services. It also requires the Subscriber to compensate us for any loss we suffer as a result of your failure to comply with this License Agreement.

**14.2 Course Content disclaimer:** Elucidat does not control the Course Content that Subscribers create or publish via the Software and, as such, does not guarantee the accuracy, integrity or quality of such Course Content or derivative works. You understand that by using the Software, you may be exposed to third-party content that is offensive, indecent or objectionable.

**14.3 Software Availability:** We agree to use commercially reasonable efforts to make the Software available 24 hours a day, 7 days a week, except for:

14.3.1 planned downtime or maintenance (which we shall try to keep to a minimum and give at least 8 hours electronic notice, and which we shall schedule to the extent practicable during Saturday and Sunday British Standard Time), and

14.3.2 any unavailability caused by circumstances beyond our reasonable control, including, for example, a Force Majeure Event, Internet service provider (or other third-party application or service) failure or delay, or denial of service attack.

**14.4 No guarantees:** We make no guarantee that the Software will be suitable for your intended use, neither do we guarantee that it will be error-free, timely, reliable, entirely secure, virus-free or available, especially since we are dependent on the reliability of the Internet and your use of your own computer to access the Software.

**14.5 Exclusion of liability:** Neither party excludes or restrict their liability (if any) for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to restrict liability for. Except in relation to the foregoing, we exclude and limit all other liability and responsibility for any amount or kind of loss or damage arising in connection with this License Agreement (even if we have been advised of their possibility) on the following basis:

a) **EXCLUDED TYPES OF LOSS:** UNDER NO CIRCUMSTANCES

SHALL ELUCIDAT, NOR ITS AFFILIATES, STAFF, AGENTS OR SUPPLIERS, BE LIABLE FOR: LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THIS LICENSE AGREEMENT; AND

b) **LIABILITY CAP:** SUBJECT TO CLAUSE 14.5 ABOVE OUR TOTAL LIABILITY FOR ANY OTHER LOSS OR DAMAGE RELATING TO THIS LICENSE AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY THE RELEVANT SUBSCRIBER IN RESPECT OF THE RELEVANT SOFTWARE OR PROFESSIONAL SERVICES (AS APPLICABLE) IN THE MONTH IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

**14.6 Liability to us:** The Subscriber shall be solely responsible for any Course Content published via or in connection with its Elucidat Account. The Subscriber shall be held liable for any reasonable costs and expenses incurred by Elucidat as a result of breach of this License Agreement by you or anyone accessing your Elucidat Account with your permission.

## 15. General Legal Matters

**15.1 Entire agreement:** This License Agreement including all terms referenced in it (including our Site Terms of Use, our Privacy Policy, Data Processor Terms and Security Policy), describe the entire agreement between you, the Subscriber and us regarding the Software and Professional Services, and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of this License Agreement.

**15.2 Counterparts:** This License Agreement may be executed in two

or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**15.3 Changes to this License Agreement:** We reserve the right to change this License Agreement from time to time. Changes to this License Agreement will be notified to you prior to renewal and shall come into effect automatically for any subsequent Subscription renewal. Any renewal of your Subscription will be deemed to constitute acceptance by the Subscriber of all the new terms. In addition, any terms agreed in writing by us as “Special Terms” in any Order Form or Statement of Work shall override any conflicting terms in this License Agreement to the extent of any conflict. This License Agreement may not otherwise be changed without our written consent.

**15.4 Transfer of rights and obligations:** We shall be entitled to transfer our rights and/or obligations under this License Agreement to another party at our sole discretion. The Subscriber may not transfer any of your rights or obligations under this License Agreement without our written consent.

**15.5 Waiver and severability:** If either you or we ignore any breach of this License Agreement, it shall not mean that any further breach cannot be enforced. Similarly, if any part of this License Agreement is held to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of this License Agreement will still be binding.

**15.6 Third-party rights:** No person other than Elucidat and the Subscriber shall have any rights to enforce this License Agreement. No third-party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third-party which exists, or is available, apart from that Act.

**15.7 Force Majeure:** We shall not be responsible for failure to fulfill our obligations hereunder due to a Force Majeure Event including those that directly or indirectly delays or prevents our timely performance hereunder. Dates or times by which we are required to render performance under this License Agreement shall be postponed automatically to the extent that we are delayed or prevented from meeting them by such causes. If the Force Majeure Event prevents, hinders or delays our performance of our obligations for a continuous period of more than 30 days, we may terminate this License Agreement by giving you 30 days' written notice.

**15.8 Elucidat entity, applicable law and jurisdiction:** Unless stated otherwise in the relevant Order Form, the Elucidat entity entering into this License Agreement, the law that will apply in any dispute or claim arising out of or in connection with this License Agreement, and the courts that have exclusive jurisdiction over any such dispute or claim, shall be as detailed in the following table. You are responsible for compliance with any applicable laws of the country from which you use or otherwise access the Software or receive the Professional Services.

The Elucidat entity entering into this License Agreement is: Elucidat Ltd with company number 08526821 and registered office address at 22-23 Kensington Street, Brighton, England BN1 4AJ

Governing law is: The laws of England and Wales

Courts with exclusive jurisdiction are: The courts of England

## 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

**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 2271.002, 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**

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| By    |           |           |
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| Titl  |           |           |
| Date: | 8/17/2021 | 8/13/2021 |

HSC Contract # 2921-0941

## **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.