

SERVICE AGREEMENT

Effective Date: Upon date of last signature

University: University of North Texas Health Science Center

University Address: 3500 Camp Bowie Blvd., Fort Worth TX 76107
Attn: Laura Moore

Contractor: Sonic Foundry

Contractor Address: 222 West Washington Ave., Ste 100 Madison, WI 53703
Attn: Andrew Piec

Services: The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes.

Compensation: \$272,720.00 as set forth in Exhibit "A"

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services. Contractor shall comply with applicable laws and regulation and applicable University policies in the provisions of its services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue for a period of three years, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon 60 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor 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. Invoices and any required supporting documents must be presented to:

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

7. FERPA. If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

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

9. Required Posting of Contracts on Website. Contractor 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.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute

a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of 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.

15. State Law 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. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

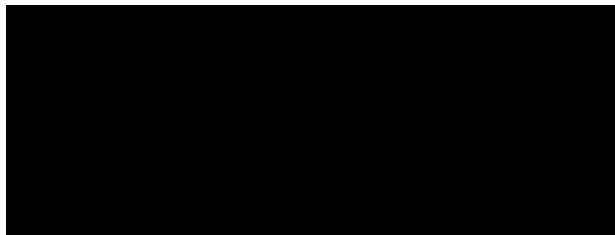
16. Texas Government Code section 2054.5192. Any vendor who has access to a University computer system or database must complete a cybersecurity training program as selected by University during the term of this Agreement and during any renewal period.

17. Accessibility. In accordance with Texas Government Code Chapter 2054, Subchapter M, and DIR implementing rules, University must procure Electronic and Information Resources that comply with Accessibility Standards. Vendor shall ensure that any tools, services, or processes Vendor provides pursuant to this Agreement comply with the Accessibility Standards found under Texas Administrative Codes 1 TAC 206 & 1 TAC 213, the Worldwide Web Consortium WCAG 2.0 or 2.1 AA technical standards, and Section 508 of the US Rehabilitation Act, as applicable.

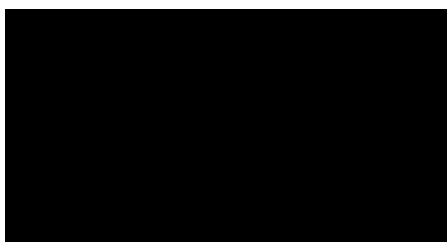
18. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER



SONIC FOUNDRY



HSC Contract #2021-1060

EXHIBIT "A"
SCOPE OF SERVICES

Quote # 16303-0001
 Issued 08/16/2021
 Valid Until 09/20/2021
 Terms Net 30

**Issued To:**

Stephen McBroom
 The University of North Texas HSC at Fort Worth
 3500 Camp Bowie Blvd, Gibson D. Lewis Library Room 412
 Fort Worth, TX 76107
 Office (817) 735-0420

Issued By:

Brian Mittel
 Sonic Foundry, Inc.
 222 West Washington Ave
 Madison, WI 53703
brian.mittel@sonicfoundry.com
 Office (830) 302-7225 Mobile (608) 338-8038

University of North Texas Health Science Center - Mediasite Video Cloud Hosting Bundle Proposal - 30,000 Hours/30TB						
CLOUD HOSTING 9/20/21 through 9/20/24						
Special Cloud Bundle Pricing Valid if purchased on or before September 20, 2021						
1ST YEAR Mediasite 30,000 Hours/30TB Storage 3-Year Paid Annually Price Proposal						
Mediasite Cloud Option/Description	QTY	Annual Unit List Price	Annual Extended List Price	UNT HSC Annual Unit Price	UNT HSC Annual Extended Price	
Mediasite Video Cloud License Bundle						
3 Year Paid Annually - MVP Enterprise Campus License with Maintenance & Support. Unlimited Users includes all Students, Faculty & Staff, etc. Unlimited Mediasite Hardware Recorders Licenses, Technical Support, Software Updates/Upgrades. Includes Blackboard LMS Integration, Zoom Capture Integration. No Usage Fees. Live stream concurrent viewers (simultaneous connections) limit of 500. For any Live stream event that will require more concurrent connections, please contact your UNT HSC Account manager to easily increase for the period of the live event for an additional one-time fee.	1	\$ 140,000.00	\$ 140,000.00	\$ 64,800.00	\$ 64,800.00	
Included Cloud Storage						
Mediasite Video Cloud Storage for 30,000 Hours/30TB 3-Year (Paid Annually) - Included in Video Cloud Bundle				Included at no charge with this special offer	Included at no charge with this special offer	
Included Mediasite Mosaic Campus Unlimited License (Formerly My-Mediasite Desktop Recorder & Video Upload)						
Mosaic Personal Capture software unlimited license for all of UNT HSC - Included in Video Cloud Bundle	1	\$ 25,000.00	\$ 25,000.00	Included at no charge with this special offer	Included at no charge with this special offer	
Included Mediasite RL200 Recorder Live Stream License Upgrade						
Mediasite RL200 Recorder Live Stream License Upgrade - Included in Video Cloud Bundle	30	\$ 1,995.00	\$ 59,850.00	Included at no charge with this special offer	Included at no charge with this special offer	
Special Offer - 1 Year Mediasite Recorder Hardware MCC Bundle at No Charge						
Recorder MCC Bundle Annual Price for up to 35 Recorders MCC Coverage Special Offer for ALL UNT HSC Campuses - For all current and any new Recorders added, you will have peace of mind knowing your annual support costs will not increase	1	\$ 105,000.00	\$ 105,000.00	Included at no charge with this special offer	Included at no charge with this special offer	
Support and maintenance plan for Mediasite Recorder including:						
<ul style="list-style-type: none"> Free software upgrades, maintenance releases and hot fixes Prioritized technical support 24/7 Mediasite Customer Care Portal UNT HSCess for case submission and tracking, software downloads, knowledge base, documentation Extended Mediasite Recorder warranty Warranty coverage of Mediasite Recorder parts, cables and labor Eligibility for discounted Mediasite Recorder refresh pricing Advanced replacement of defective or failed Mediasite Recorder hardware (Continental US only.) 						
		1st YEAR LIST TOTAL:		1st YEAR TOTAL:		
		\$ 329,850.00		\$ 64,800.00		

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University of North Texas Health Science Center - Mediasite Video Cloud Hosting Bundle Proposal - 30,000 Hours/30TB						
CLOUD HOSTING 9/20/21 through 9/20/24						
Special Cloud Bundle Pricing Valid if purchased on or before September 20, 2021						
2nd YEAR Mediasite 30,000 Hours/30TB Storage 3-Year Paid Annually Price Proposal						
Mediasite Cloud Option/Description	QTY	Annual Unit List Price	Annual Extended List Price	UNT HSC Annual Unit Price	UNT HSC Annual Extended Price	
Mediasite Video Cloud License Bundle						
3 Year Paid Annually - MVP Enterprise Campus License with Maintenance & Support. Unlimited Users includes all Students, Faculty & Staff, etc. Unlimited Mediasite Hardware Recorders Licenses, Technical Support, Software Updates/Upgrades. Includes Blackboard LMS Integration, Zoom Capture Integration. No Usage Fees. Live stream concurrent viewers (simultaneous connections) limit of 500. For any Live stream event that will require more concurrent connections, please contact your UNT HSC Account manager to easily increase for the period of the live event for an additional one-time fee.	1	\$ 140,000.00	\$ 140,000.00	\$ 64,800.00	\$ 64,800.00	
Included Cloud Storage						
Mediasite Video Cloud Storage for 30,000 Hours/30TB 3-Year (Paid Annually) - Included in Video Cloud Bundle				Included at no charge with this special offer	Included at no charge with this special offer	
Included Mediasite Mosaic Campus Unlimited License (Formerly My-Mediasite Desktop Recorder & Video Upload)						
Mosaic Personal Capture software unlimited license for all of UNT HSC - Included in Video Cloud Bundle	1	\$ 25,000.00	\$ 25,000.00	Included at no charge with this special offer	Included at no charge with this special offer	
Mediasite Recorder Refresh Hardware for 16 Room Recorders Bundle (2nd Year Only)						
Mediasite Recorder Refresh (Formerly RL220) for EOW Recorders (one time cost)	16	\$ 6,495.00	\$ 103,920.00	\$ 3,995.00	\$ 63,920.00	
Mediasite Recorder - LIVE Streaming Upgrade Option	16	\$ 1,995.00	\$ 31,920.00	Included at no charge with this special offer	Included at no charge with this special offer	
Mediasite Recorder Hardware MCC Bundle Price Year 2 (Annual Price)						
Recorder MCC Bundle Annual Price for up to 16 Recorders MCC Coverage Special Offer for ALL UNT HSC Campuses - For all current and any new Recorders added, you will have peace of mind knowing your annual support costs will not increase	1	\$ 48,000.00	\$ 48,000.00	\$ 7,200.00	\$ 7,200.00	
				2nd YEAR LIST TOTAL:	\$ 348,840.00	2nd YEAR TOTAL:
						\$ 135,920.00

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3rd YEAR Mediasite 30,000 Hours/30TB Storage 3-Year Paid Annually Price Proposal							
Mediasite Cloud Option/Description	QTY	Annual Unit Price	List Price	Annual Extended List Price	UNT HSC Annual Unit Price	UNT HSC Annual Extended Price	
Mediasite Video Cloud License Bundle							
3 Year Paid Annually - MVP Enterprise Campus License with Maintenance & Support. Unlimited Users includes all Students, Faculty & Staff, etc. Unlimited Mediasite Hardware Recorders Licenses, Technical Support, Software Updates/Upgrades. Includes Blackboard LMS Integration, Zoom Capture Integration. No Usage Fees. Live stream concurrent viewers (simultaneous connections) limit of 500. For any Live stream event that will require more concurrent connections, please contact your UNT HSC Account manager to easily increase for the period of the live event for an additional one-time fee.	1	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ 64,800.00	\$ 64,800.00	
Included Cloud Storage							
Mediasite Video Cloud Storage for 30,000 Hours/30TB 3-Year (Paid Annually) - Included in Video Cloud Bundle					Included at no charge with this special offer	Included at no charge with this special offer	
Included Mediasite Mosaic Campus Unlimited License (Formerly My-Mediasite Desktop Recorder & Video Upload)							
Mosaic Personal Capture software unlimited license for all of UNT HSC - Included in Video Cloud Bundle	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Included at no charge with this special offer	Included at no charge with this special offer	
Mediasite Recorder Hardware MCC Bundle Price Year 2 (Annual Price)							
Recorder MCC Bundle Annual Price for up to 16 Recorders MCC Coverage Special Offer for ALL UNT HSC Campuses - For all current and any new Recorders added, you will have peace of mind knowing your annual support costs will not increase	1	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 7,200.00	\$ 7,200.00	
Support and maintenance plan for Mediasite Recorder including: <ul style="list-style-type: none"> • Free software upgrades, maintenance releases and hot fixes • Prioritized technical support • 24/7 Mediasite Customer Care Portal UNT HSCess for case submission and tracking, software downloads, knowledge base, documentation • Extended Mediasite Recorder warranty • Warranty coverage of Mediasite Recorder parts, cables and labor • Eligibility for discounted Mediasite Recorder refresh pricing • Advanced replacement of defective or failed Mediasite Recorder hardware (Continental US only.) 							
				3rd YEAR LIST TOTAL:	\$ 213,000.00	3rd YEAR TOTAL:	\$ 72,000.00

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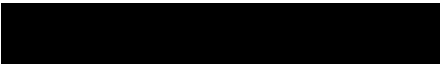
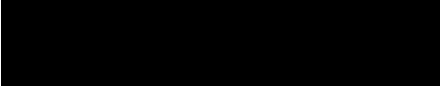
1st Year Subtotal \$64,800
Shipping TBD
(Tax Exempt) NA
Total \$64,800

This Price Quotation does not constitute an offer by Sonic Foundry to sell products but is instead an invitation to issue a purchase order to Sonic Foundry until the Quotation Valid date specified in this Price Quotation. Such a purchase order will be subject to Sonic Foundry's standard procedures, credit evaluation, terms, and conditions for the acceptance of purchase orders. This order may be subject to additional freight charges, VAT, duty, and sales tax in accordance with applicable state laws unless proof of sales tax exemption is provided. Sonic Foundry highly recommends the purchase of Onsite Services for installation, implementation, and training. These services are available at an additional cost and can be added at any time per the customer's request.

Formal Request for Invoice Form:

I accept and agree to the terms and conditions of Quotation 16303-0001 and formally request to receive an invoice for the quoted line items for 1st Year, quantities, and amounts. Please invoice me for the quoted amount in the total of \$64,800 as detailed in Quotation# 16303-0001.

Upon receiving this signed quotation, Sonic Foundry will issue an invoice.

Name/  Date: 9/7/2021
Signature  Billing Email: invoices@untsystem.edu
Billing address: 1112 Darius Drive, #4000 Denton, TX 76205

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.