



# Statement of Work for 2021 ARCHIBUS Software Subscription & Silver Maintenance Renewal

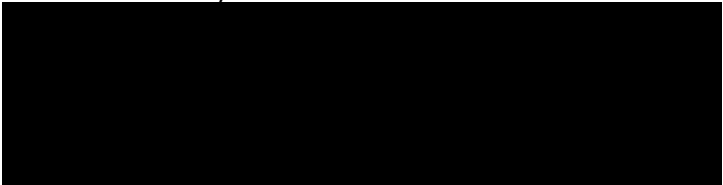
Prepared for University of North Texas Health Science Center

August 13, 2021

## Statement of Work for University of North Texas Health Science Center

August 13, 2021

Patricia Dossey



Dear 

It is with pleasure that we present a formal proposal for 2021 ARCHIBUS Software Subscription & Silver Maintenance Renewal to University of North Texas Health Science Center (UNTHSC). As a fully certified reseller and the leading implementer of the full suite of products, JLL can act as a one-stop-shop for all of your software acquisition, design, implementation, support and maintenance needs - just as we have done for hundreds of organizations just like UNTHSC.

Your current 2021 ARCHIBUS Software Subscription & Silver Maintenance Renewal is scheduled to renew on **09/30/2021**.

With over 28 years of experience in servicing over 500+ clients just like UNTHSC, we believe our references will tell you that the proposed software, implemented by experienced functional and technical experts from JLL, would be a wise selection with a very successful outcome for you. We look forward to meeting with you to discuss the capabilities of both JLL and the Technology Solutions software platform we have proposed, to answer any questions you may have, and to demonstrate our robust solution for you.

We look forward to further dialogue with UNTHSC.

Sincerely,



# Statement of Work for University of North Texas Health Science Center

---

## Table of Contents

Statement of Work Introduction ..... 4

Deliverables ..... 5

    Deliverable 1 – ARCHIBUS Annual Software Subscription ..... 5

    Deliverable 2 – ARCHIBUS JLL Silver Maintenance Plan ..... 6

Assumptions ..... 8

    Assumptions – Archibus Annual (12 months) Subscription ..... 8

Pricing ..... 9

Acceptance ..... 11

Appendix ..... 12

Additional Terms and Conditions ..... 13

    Additional License Terms ..... 14

    ARCHIBUS Enterprise EULA (Annual Subscription – 12 months) ..... 15

# Statement of Work Introduction

---

This Statement of Work (SOW) defines the scope of work that will be performed by Jones Lang LaSalle Americas, Inc (hereafter known as JLL) on this phase of the project. This SOW will be governed by the Master Agreement identified as Professional Services Agreement, dated June 1, 2020, between UNT Health Science Center at Fort Worth and Jones Lang LaSalle Americas, Inc. ("Agreement"). The scope of services defined and described in this agreement set forth in this SOW is between JLL and University of North Texas Health Science Center (hereafter known as UNTHSC) to define scope and the related fees payable by UNTHSC to JLL under this phase only. This SOW supersedes any prior written or oral communications related to the scope of this project or any fees/costs associated with this project.

## Statement of Work Format

Project engagements such as these require strong collaboration between JLL and UNTHSC. This Statement of Work describes the methodology and approach for the project, followed by a description of deliverables and activities, followed by assumptions, and finally the pricing and acceptance sections.

## Term

Statement of Work Effective Date: **09/30/2021**

The term of this SOW will begin on the SOW Effective Date and continue until **09/29/2022**

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

# Deliverables

---

## Deliverable 1 – ARCHIBUS Annual Software Subscription

As a reseller, JLL will provide an ARCHIBUS Annual Software Subscription to UNTHSC. The Annual Software Subscription Program provides participants with new software releases (i.e. upgrades), and hotfix updates (via download) released during the subscription term.

As an ARCHIBUS Annual Software Subscription Program member, you will receive the following from ARCHIBUS:

**Upgrades and updates:** Receive information on upgrades and updates, allowing you to implement the software when it fits into your project schedule. The subscription program for upgrades and updates lets you accurately plan your software expenditures—all you must budget for is the annual software subscription program fee to receive ARCHIBUS upgrades.

**Preview software:** Demonstration and beta versions of software from ARCHIBUS and independent developers will be periodically made available.

**Local user group notices and/or International ARCHIBUS Users' Conference notification:** As an ARCHIBUS Software Subscription Program participant you will receive information on participating in local ARCHIBUS users' groups and the annual International ARCHIBUS Users' Conference.

## Qualifications/Exclusions

- Software licensing is an agreement between UNTHSC and ARCHIBUS, Inc. JLL acts only as a value-added reseller for the ARCHIBUS product line. Ordering of ARCHIBUS software by JLL implies agreement to ARCHIBUS, Inc.'s End User License Agreement
- Implementation of upgrades is not included in the ARCHIBUS Annual Software Subscription program. JLL can provide upgrade services under a separate statement of work.
- If UNTHSC is ordering additional software for an existing ARCHIBUS deployment, UNTHSC will only be billed for supplemental costs for the newly licensed products procured under this SOW. Additionally, in order to allow UNTHSC to conveniently manage renewal of the existing ARCHIBUS Annual Software Subscription along with the additional amount for the new product, JLL will prorate the fees for this additional software for the partial year remaining on the original subscription.

## Billing Plan

100 percent of the fee associated with the software subscription will be billed when JLL places the order for the software subscription with ARCHIBUS, Inc.

## Deliverable 2 – ARCHIBUS JLL Silver Maintenance Plan

JLL will provide a Silver Level Software Maintenance Plan to provide ongoing software, system, and user support for the term of the maintenance plan. As a JLL Silver Level Software Maintenance Plan member you will receive the following ARCHIBUS-related support from JLL:

- Unlimited Phone Support for System Troubleshooting:
  - Access to JLL’s technical support engineers via phone or web for resolution of system problems or errors directly related to the functions of ARCHIBUS:
    - Application server (Apache Tomcat)
    - Database server (Oracle or MS SQL server)
    - Web Central, Smart Client, and ARCHIBUS Extensions
- Access to JLL’s technical support engineers via phone or web to ask questions related to application end use functionality, “How do I...” questions for the following applications:
  - Asset Portal
  - Space Inventory & Performance
  - Personnel & Occupancy
  - Space Chargeback
  - Compliance Management for up to 250 Concurrent Users
  - On Demand Work
  - Preventive Maintenance
  - ARCHIBUS Performance Metrics Framework (for up to 250 Users)
  - Smart Client Extension for AutoCAD
  - ARCHIBUS Mobile Framework (for up to 250 Users)
  - Space Management
  - Overlay with Design Management for AutoCAD
- Access to JLL’s technical support engineers via phone or web for resolution of system problems or errors directly related to integrations with ARCHIBUS:
  - On-site remote support and enhancements include a maximum of 32 hours
- On-site system support and enhancements: A JLL technical consultant will visit UNTHSC’s site two times per year, for two days each visit (a total of four days) to create system enhancements, develop reports and dashboards, perform user training, etc. Alternatively, should the plan member desire, these tasks can be performed offsite (via WebEx) by JLL to mitigate additional expenses related to travel and accommodations.
- On-site or remote support and enhancements include a maximum of 32 hours.

## Qualifications/Exclusions

- Assumes UNTHSC's software is standard out-of-the-box ARCHIBUS or was configured/modified by JLL.
- JLL's standard technical support hours are Monday through Friday, 7:00 am to 7:00 pm Central Time Zone (UTC -06:00):
  - + 1 888 391 9166 / US and Canada
  - + 61 1 800 952 353 / Australia
  - + 44 809 196 4783 / UK
  - Email: [support-ds@am.jll.com](mailto:support-ds@am.jll.com)
- Excludes technical support for customer created programmatic functions including workflow, javascript, xml, and java. JLL offers additional support programs for programmatic technical support, mentoring, and training.
- Excludes technical support for configuration of on-premise server environments. Examples include SSL configuration and Virtual Machine configuration.
- "End use" and "How do I" support is defined as support for ARCHIBUS views and functions available within Smart Client, Web Central, AutoCAD, and Revit (as they relate to the use of ARCHIBUS).
- A JLL solutions consultant will work with UNTHSC prior to any site visits to identify the tasks that the systems engineer will work on during the site visit.

## Billing Plan

100 percent of the fee associated with the JLL Silver Level Maintenance Plan will be billed upon receipt of UNTHSC's purchase order.

Travel expenses for on-site services are billable to UNTHSC at direct cost and are not included in the Silver Level Maintenance Plan fee.

# Assumptions

---

## Assumptions – Archibus Annual (12 months) Subscription

### Archibus Annual Subscription Renewals:

- JLL will provide UNTHSC with renewal pricing 80 days prior to their renewal date. UNTHSC has up to 35 days before their renewal date to inform JLL of any licensing changes, or cancellation of renewal via email at [support-DS@am.jll.com](mailto:support-DS@am.jll.com); **if UNTHSC does not provide notice of changes or cancellation, then the subscription licenses will be automatically renewed for an additional year**. JLL will invoice UNTHSC for renewal subscription within 30 days of renewal date. Any renewal invoiced amount not paid by UNTHSC when due (under the Agreement payment provisions) shall be subject to Archibus flow-down service charge of fifteen percent (15%).
- Please note that Archibus has announced the end of life for its perpetual licenses. In order for your perpetual licenses to remain eligible for upgrades and maintenance from Archibus, you will need to keep an active annual subscription, so it is very important to renew your annual subscription prior its expiration date.



# Pricing

---

JLL Products and Services Pricing Summary		
Deliverable(s)	Summary Description	Pricing
1	ARCHIBUS Software Subscription Sub Total:	\$20,469
2	JLL Support Services:	\$37,581
<b>Grand Total:</b>		<b>\$58,050</b>

Pricing does not include applicable taxes.

UNTHSC will pay each invoice per the Agreement payment terms. JLL shall provide UNTHSC with notice of any late payment; UNTHSC shall then have an additional 20 days to cure such delinquency. Delinquent payments after such 20-day cure period shall earn interest at the rate of 1.5% per month from the due date until paid\*. Additionally, JLL reserves the right to suspend provision of further services and reassign project resources should payment remain uncured.

- \* **Note:** If applicable to this SOW, software renewal late fee assumptions will supersede the above pricing provision.

## Product Configuration *(For Informational Purposes Only)*

ARCHIBUS Web Software Licenses					
Item	Description	Units	Quantity	Perpetual Software Price	Subscription Price
26-PRPTL-WEBC-CORE	Web Central Core Program	Each	1	\$10,259	\$1,231
26-PRPTL-WEBC-AP	Asset Portal	Each	1	\$5,859	\$703
26-PRPTL-WEBC-3SMB	Bundled Package - Space Management (Includes SIP, SCB, SPO)	Each	1	\$27,858	\$4,220
26-PRPTL-WEBC-COMPMGMT250	Compliance Management for up to 250 Concurrent Users	Each	1	\$11,725	\$1,407
26-PRPTL-WEBC-ODPRM	Bundled Package - On Demand Work + Preventive Maintenance (Includes ODW, PRM)	Each	1	\$19,058	\$2,815
26-PRPTL-WEBC-APMF250	ARCHIBUS Performance Metrics Framework (for up to 250 Users)	Each	2	\$20,518	\$2,462
26-PRPTL-WEBC-SCEAC	Smart Client Extension for AutoCAD	Each	2	\$7,612	\$914
26-PRPTL-WEBC-AMF250	ARCHIBUS Mobile Framework (for up to 250 Users)	Each	1	\$10,259	\$2,257
26-PRPTL-ACP-10	ACPs - 10 Concurrent User Package	Each	2	\$9,146	\$1,098
26-PRPTL-ACP-25	ACPs - 25 Concurrent User Package	Each	1	\$11,150	\$1,338

ARCHIBUS Desktop Software Licenses					
Item	Description	Units	Quantity	Software Price	Subscription Price
26-PRPTL-ICP-A	ICP (Windows-based) - Concurrent User/Authoring Without database license	Each	2	\$5,720	\$686
26-WIN-SM	Space Management	Each	1	\$3,720	\$446
26-ODM-E	Overlay with Design Management for AutoCAD	Each	2	\$7,440	\$892

JLL Professional Services: ARCHIBUS and OSIS Software Maintenance Plans					
Item	Description	Include Y/N	Net Software Value	Unit Rate	Extended Price
2	SILVER Maintenance Plan Per program terms and conditions.	Y	\$150,324	25%	\$37,581

**Total Renewal Fee = \$58,050**

\*Pricing does not include applicable taxes.

# Acceptance

As an indication of UNTHSC’s acceptance of this Statement of Work, please sign where indicated below

**Purchase Orders:**

Please issue a Purchase Order to JLL in the amount indicated in the Pricing section of this Statement of Work, referencing the “JLL Opportunity Name” provided below the signature block.

All pricing within this Statement of Work is valid for 90 days as of the date of this document.

**Warranty:**

The following warranty shall apply to all Services: warrants that the Services will be performed with reasonable skill and care and substantially in accordance with the specifications described in each deliverable. Unless otherwise agreed to in a proposal/Statement of Work, UNTHSC sole and exclusive remedies and JLL’s entire obligations hereunder and under the applicable proposal/Statement of Work shall be to perform or re-perform the Services that are the subject of a claim. UNTHSC shall notify JLL of warranty claim when the issue arises but not later than sixty (60) days after the invoice date to fall within the parameters of the warranty.


This document contains data and information proprietary to JLL. This data shall not be disclosed or disseminated, in whole or in part, without the express written authorization of JLL.

**Change Orders**

In the event that any services or products not included in this Statement of Work are requested by UNTHSC, or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. UNTHSC agrees to follow the change order process.

**Acceptance**

By signing below, UNTHSC indicates acceptance of the scope described within this Statement of Work and agrees to compensate as per the Pricing section. UNTHSC can indicate acceptance of the scope described herein by issuing a Purchase Order to JLL in the amount indicated in the Pricing section of this Statement of Work, referencing the “JLL Opportunity Name” provided in the signature block.

JLL			University of North Texas Health Science Center	
Name:			Name:	
Title:			Title:	
Date:			Date:	
Signature:			Signature:	

**JLL Opportunity Name:** ARCHIBUS Software Subscription + Silver Maintenance 2021

# Appendix

---

## JLL Rate Schedule

US Rates for this Proposal	Solution Manager	Solution Consultant	Technical Architect	Technical Consultant	Practice Lead	Technical Director
	\$ 215.00	\$ 185.00	\$ 205.00	\$ 185.00	\$ 250.00	\$ 240.00

# Additional Terms and Conditions

---

## **Third-Party Products**

JLL may resell to Customer third-party products, software, technology, platforms and services that have been purchased or licensed by JLL, or JLL's services may directly relate third party software or products purchased or licensed by Customer ("Third-Party Products"). JLL does not make any warranties, express or implied, statutory or otherwise, with respect to such Third-Party Products. Customer may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to such Third-Party Products, if applicable. In addition, JLL shall pass through to Customer any applicable warranties related to such products or services. Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of Customer's networks. JLL shall have no liability with respect to Customer's cybersecurity, network access or any of the Third-Party Products.

## Additional License Terms

**The Parties agree that the below provision will apply to the scope of work provided by JLL under this SOW; for the purposes of this SOW only the below provisions will supersede any conflicting Agreement terms:**

1. Work Product: UNTHSC is the sole and exclusive owner of all Work Product created pursuant to this SOW. For purposes of this SOW, "Work Product" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for UNTHSC, including records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by JLL; (ii) JLL's information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third-party suppliers whether prior to or after the Effective Date (collectively, "JLL Materials"). JLL hereby grants UNTHSC a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any JLL Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this SOW or Agreement.
2. License: JLL hereby grants to UNTHSC, during the Term, a worldwide, revocable, non-exclusive, non-sublicensable license to use and access the JLL Technology solely for UNTHSC's internal business purposes in accordance with any documentation and other materials provided by JLL under this SOW. For purposes of this SOW, "JLL Technology" means the information technology systems, software, platforms and tools of JLL, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing. Except as specifically set forth herein, no license, either express or implied, is granted by JLL to UNTHSC hereunder with respect to any JLL Technology or the intellectual property rights appurtenant thereto.
3. Third-Party Products: JLL may resell to UNTHSC third-party products, software, technology, platforms and services that have been purchased or licensed by JLL, or JLL's services may directly relate to third-party software or products purchased or licensed by UNTHSC ("Third-Party Products"). JLL does not make any warranties, express or implied, statutory or otherwise, with respect to such Third-Party Products. UNTHSC may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to such Third-Party Products, if applicable. In addition, JLL shall pass through to UNTHSC any applicable warranties related to such products or services. UNTHSC is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of UNTHSC's networks. JLL shall have no liability with respect to UNTHSC's cybersecurity, network access or any of the Third-Party Products.
4. LIMITATION OF LIABILITY UNDER THIS SOW: EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR CLAIMS WHETHER IN CONTRACT, IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), OR OTHERWISE ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE PERFORMANCE OR BREACH OF SOW SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF [\$500,000] OR THE TOTAL FEES PAYABLE TO JLL PURSUANT TO THIS SOW.

# ARCHIBUS Enterprise EULA (Annual Subscription – 12 months)



## ARCHIBUS® ANNUAL SOFTWARE SUBSCRIPTION PROGRAM Terms & Conditions

Your participation in the ARCHIBUS Annual Software Subscription Program is contingent upon payment and actual receipt by ARCHIBUS, Inc., of the applicable ARCHIBUS Software Subscription Program Fee(s). The date of actual receipt by ARCHIBUS, Inc. ("AI") will be the "Effective Date" of your program participation subscription. By subscribing to the ARCHIBUS Annual Software Subscription Program, you accept and agree to be bound by the terms and conditions of this program. These are the only terms upon which the ARCHIBUS Annual Software Subscription will be offered. The ARCHIBUS Annual Software Subscription Program Terms and Conditions (the "Agreement") is binding upon ARCHIBUS, Inc., a Delaware corporation, with principal offices at 18 Tremont Street, Boston, Massachusetts 02108, USA ("AI") and the subscribing entity, a duly licensed End-User.

**WHEREAS**, End-User seeks Software Subscription from AI.

**IN CONSIDERATION THEREOF**, the parties hereto agree as follows:

### 1. DEFINITIONS. Unless otherwise defined in this Agreement:

"**Annual Software Subscription Program Fee**" means the applicable nonrefundable annual fee charged to the End-User, or the company which the End-User represents, for their participation in ARCHIBUS Software Subscription Program.

"**Associated Materials**" means the materials within a Software Product package consisting of any or all of: DVDs, programs, documentation, guides, database schema, database models, database hierarchies, database organization, data, Web Services, and additional components of the products, procedures and techniques)

"**Copyrighted Materials**" means the Software and Associated Materials that are copyrighted, and all rights in, title to, and ownership thereof are reserved by ARCHIBUS, Inc.

"**Customized Software**" means any Software that is different, in any manner whatsoever, than that provided to the End-User by AI, except for Updates and Upgrades provided by AI.

"**End-User**" means the licensed user, or company which End-User represents, of the Software Product.

"**Effective Date**" means the date of actual receipt of payment of ARCHIBUS Annual Software Subscription Program Fee by AI. In default, thereof, the Effective Date shall be the date upon which AI executes this Agreement.

"**EULA**" means AI's applicable standard End-User License Agreement.

"**Maintenance**" means the service provided by AI pursuant to section 2 below (as such maintenance is constituted from time to time). "Maintenance Revision" means a Revision that only contains corrections to the Software's program logic and/or documentation.

"**Revision**" means a minor change to a Version that may revise or add user-level functionality of the Version. Revisions are identified by designation, e.g.: Revision 23.1 and Revision 23.2.

"**Software**" means the ARCHIBUS Software as described in the computer program in the applicable EULA that is embedded or that is delivered prepackaged, or downloaded, with this EULA AI reserves all rights to add, delete, substitute, change or modify any such program and associated documentation without prior notice.

"**Software Product**" means Software, Copyrighted Materials and Associated Materials and may include "online" or electronic documentation, associated media, and related materials "SRP" means AI's current suggested retail prices for its Software Products. Total SRP means the total SRP value of all Software Products licensed to the End-User eligible for Maintenance.

"**Update**" means a change made by AI to the Software Product to keep the Version compatible with changes and upgrades made to third party products.

"**Upgrade**" collectively means Version Upgrades, Revisions, Maintenance Revisions and Updates. All Upgrades are provided subject to the terms and conditions of the then existing EULA.

"**Version**" means the index reference identifying the production sequence of the Software Product. Successor Versions are identified by designation.

"**Version Upgrade**" means a major change made to the current Version in production, e.g.: Version 24 to Version 25.

ARCHIBUS, Inc. – 18 Tremont Street – Boston, MA 02108 – (617) 227-2508 – [www.archibus.com](http://www.archibus.com)





All references to the "sale" or "selling" of Software means the granting of a license to use such Software and the "purchase" of Software means the acquisition of a license to use the same.

The terms and conditions set forth in the EULA and the ANNEX are expressly incorporated into this Agreement.

2. **MAINTENANCE.** AI shall provide Software Maintenance as particularized in the ANNEX. This Agreement sets forth the terms and conditions of the Maintenance provided to the End-User upon payment of the applicable Annual Software Subscription Program Fee.
  - a. AI does not provide:
    - i. Maintenance for any Customized Software Product, except at AI's discretion and at AI's time and materials rates in effect; and
    - ii. Maintenance to correct any error if End-User had failed to incorporate into the Software Product an available Upgrade that corrects the error.
  - b. As a condition precedent to the provision of Maintenance, End-User or Authorized ARCHIBUS Reseller shall complete the ARCHIBUS Annual Software Subscription Program Order Form.
  - c. If End-User notifies AI of any suspected error in the Software, AI shall use reasonable efforts to confirm the existence of such reproducible error. If upon analyzing such suspected error at End-User's request, AI determines in its sole discretion that no error exists in the Software, and/or the problem is caused by End-User's modification of the Software, and/or by machine malfunction,
  - d. AI may (in its sole discretion) charge End-User a time and materials rate for its services hereunder. All notices of suspected errors shall be in writing and provide details sufficient to diagnose or reproduce such error.
  - e. End-User is responsible for installing; managing and operating any Maintenance delivered under this Agreement.

From time to time, End-User shall check with AI or their ARCHIBUS Reseller for Upgrade and Update availability. Notwithstanding anything in this Agreement, AI may but shall not be obliged to, update, or correct every error and/or revise the performance and content of the Software. AI will use reasonable efforts to correct design or programming errors that are discovered in the current Version of the Software. The successful outcome and the timeliness of such correction efforts are not guaranteed.

3. **SOFTWARE MAINTAINED.** AI will provide Maintenance for the Software Product for which End-User holds a valid license and is covered. The End-User must:
  - a. Have a license for using the most current version of the applicable Software Product.
  - b. Cover all its licensed Software Products from AI thereby not excluding any particular function or concurrent user of the Software.
  - c. Purchase Annual Software Subscription (on a pro-rated basis) for incremental Software Product(s) added to the Original Software Product(s) covered under this program.
4. **TERM & RENEWAL.** This Agreement will commence on the Effective Date and will continue for a period of one year ("Term"). Payment of the Annual Software Subscription renewal fee by the then current expiration date shall extend the term for periods of one additional annual year from the end date of the previous Term ("Renewal Term"). The annual renewal shall be subject to the then-prevailing Annual Subscription Fee and the Terms and Conditions applicable at that time.
5. **SOFTWARE SUBSCRIPTION PROGRAM FEE.** End-User agrees to pay An authorized ARCHIBUS Reseller the Annual Software Subscription Program Fee, Per Site, for each year this Agreement is in effect. All payments for the Annual Software Subscription Program are due prior to the expiration of the previous term. For Renewal Term invoices: AI will send a preliminary notice to the Software Provider approximately 90 days prior to renewal date, AI will send the Software Provider the final invoice within 30 days of renewal date. Any invoiced amount not paid when due under this Section shall be subject to a service charge of fifteen percent (15%) (or if less, the maximum allowable by applicable law). If such payment is more than sixty (60) days following the expiration of the previous Term End-User shall be required to pay the service charge referenced above, the then current price for the applicable upgrade to be reinstated onto the Software Subscription Program in addition to the Annual Software Subscription Program Fee. All reinstatements and Renewal Terms shall be retroactive to the end of the last applicable Term.
6. **ADDITIONAL CHARGES.** Any End-User query relating to the installation of the Maintenance Revision provided under the ARCHIBUS Software Subscription Program may be charged to End-User at a time and materials rate. AI's time and materials rate for Maintenance are subject to change (current time and materials rates are available upon written request).
7. **LIMITED WARRANTY.** AI ASSUMES NO LIABILITY FOR ERRORS CAUSED BY THE INTERACTION OF A PROGRAM OR SYSTEM OF THE END-USER USED IN CONNECTION WITH THE SOFTWARE PRODUCTS AND/OR AN UPGRADE. END-USER EXPRESSLY

ARCHIBUS, Inc. – 18 Tremont Street – Boston, MA 02108 – (617) 227-2508 – [www.archibus.com](http://www.archibus.com)

© 2017 ARCHIBUS, Inc. All Rights Reserved





ACKNOWLEDGES THAT END-USER HAS CONTRACTED WITH AI FOR MAINTENANCE SUBJECT TO THE WARRANTY LIMITATIONS CONTAINED IN THE EULA. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN IN THIS AGREEMENT AND THE EULA, AI MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, UNDER THIS AGREEMENT, AND AI SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES UNDER THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** End-User agrees that AI shall not be liable for any loss, injury, claim, liability or damage of any kind (including loss of use, information or data) resulting from End-User's use of the Maintenance, Software or the unavailability or interruption of End-User's use of the Software Product(s). IN NO EVENT SHALL AI OR ITS SUPPLIERS BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LIABILITY OR INJURY TO THIRD PERSONS, LOSS OF DATA, COST OF COVER, WHETHER FORESEEABLE OR NOT, REGARDLESS OF WHETHER AI OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING AS A RESULT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE PRODUCT(S). YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISKS BETWEEN THE PARTIES.

9. **GENERAL PROVISIONS**

- a. Governing Law. This Agreement shall be governed by and construed under the federal laws of The Commonwealth of Massachusetts without regard to conflict of law or choice of law principles thereof.
- b. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof. No modification of or amendment to this Agreement shall be effective unless in writing signed by the party to be charged therewith. Nothing contained in any End-User order that is inconsistent with the terms hereof shall bind AI and AI's failure to object to any such provision shall not be construed as a waiver of or acceptance of any such provision.
- c. Assignment. End-User may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Archibus' prior written consent. Any attempt to assign this Agreement in breach of this section shall be void and of no effect.
- d. Force Majeure. Nonperformance shall be excused to the extent that nonperformance is beyond the commercially reasonable control of the nonperforming party and not caused by the negligence of the nonperforming party.
- e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

ARCHIBUS, Inc. – 18 Tremont Street – Boston, MA 02108 – (617) 227-2508 – [www.archibus.com](http://www.archibus.com)

© 2017 ARCHIBUS, Inc. All Rights Reserved



## ANNEX

### Software Subscription Program Terms & Conditions Overview

MAINTENANCE PROVIDED	SCOPE
Revisions (e.g. 24.1 to 24.2)	Included - upon request [1]
Version Upgrades (e.g. 24 to 25)	Included - upon request [1]
Updates	Included - upon request [1]
Maintenance Revisions	Included - upon request [1]
Access to Electronic Updates	YES but <b>LIMITED</b> to non-password access areas.
Hourly Support Charges for Items not included in this Program	AI's current labor rates on a time & materials basis.

Software Subscription Program Fee (Annually, per End-User license):	
Annual Software Subscription	<p>Please contact an Authorized ARCHIBUS Business Partner for program participation pricing at your location</p> <p>Fees charged are based on a percentage of the total SRP** or the minimum list price by AI.</p> <p>Note: The percentage charged for program participation may vary by product component.</p>
Annual Software Subscription for Special Bundles and Entry-Level Packages	<p>Please contact an Authorized ARCHIBUS Business Partner for program participation pricing at your location.</p>

### Assumptions

All communications, including updates and upgrades, released during the subscription term will be sent to the applicable AI Software Provider or as indicated on the AI Order Form. When applicable, the costs associated with Duties and Taxes are the obligation of the program participant.

All prices are quoted and payable in United States dollars or as determined by the applicable AI Software Provider or as indicated on the AI Order Form. Quotes are specifically for the latest Version of ARCHIBUS Software. Maintenance for other Archibus Products or other ARCHIBUS Versions may be available. For more information, please contact an Authorized ARCHIBUS Business Partner.

1

ARCHIBUS, Inc. – 18 Tremont Street – Boston, MA 02108 – (617) 227-2508 – [www.archibus.com](http://www.archibus.com)

© 2019 ARCHIBUS, Inc. All Rights Reserved

**JLL Technologies**

JLL | 33845 Treasury Center | Chicago, IL 60694

## 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.

#### VENDOR

B \_\_\_\_\_  
 N \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: 9/30/2021

**State Law Verifications.** 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.

**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.

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

By: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: 9/30/2021

HSC Contract # 2022-0076