



901 Fifth Avenue, Suite 1200 | Seattle, WA 98164

**Order Form****Pricing Expires:** December 9, 2021**Client Information****PitchBook Contact:**

University Name: University of North Texas Health Science Center  
 School or Program:  
 Address:  
 Primary Contact:  
 Email:  
 Phone:

**PitchBook University Subscription: Academic User**Technology Platform & Data:

PitchBook Platform (Includes access for all students, faculty and administration of University)	\$	29,000
2 Authorized Users \$2,500/Authorized User Annually	\$	5,000
Private Equity Deals and Manager Data		Included
Venture Capital Deals and Manager Data		Included
Strategic Merger & Acquisition Deals and Acquirers Data		Included
Limited Partner (LP) Data		Included
Fund Returns (Institutional Accredited Investors Only)		Included
Public Company Fundamental Data		Included
Service Provider Data		Included
People Data		Included
Morningstar & Third Party Equity Research		Not Included
Premium Client Support (Unlimited Trainings)		Not Included
Premium Edition of PitchBook Newsletter		Included
PitchBook Mobile		Included
PitchBook Excel Plug-In (Windows Only)		Included
Smart News		Included
PitchBook Consulting Services		Not Included
Morningstar Equity Research		Not Included

**Annual Contract Value**

\$ 34,000

**Total Annual Commitment****\$ 34,000****All prices are in USD unless otherwise noted.****This is NOT An Invoice. Taxes not included. State and Local taxes will be added to this subtotal on your final invoice.**Ad Hoc Items as Requested:

Faculty & Administration Authorized User	\$	2,500
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901 Fifth Avenue, Suite 1200 | Seattle, WA 98164

#### Billing Information

Primary Billing Contact:

Email:

Phone:

Bill to Company Name: Gibson D. Lewis Health Science Library; University of North Texas Health Science Center

Bill To Address: 123 School Lane Way | Seattle, WA 98109

#### Contract Terms and Payment

Start Date: 12/10/2021

End Date: 12/9/2022

Payment Method: ACH

Billing Frequency: Annual

Payment Terms: 30 Days from Invoice Date

PO Required: ☐ YES ☒ NO

#### Payment Schedule is as Follows:

Payment 1: \$34,000.00

Invoice Date: Within 10 Business Days of the Date of Signature

- If payment is not received within 30 days of invoice date, access may be suspended and unpaid balance will accrue interest at the rate of 1.5% per month.

#### Additional Contract Terms

The following Special Conditions apply for the Term of this Agreement.

- This Agreement and price are for the initial Contract Term only, as set out above.
- This Agreement will auto-renew annually unless cancelled with 30 days written notice to PitchBook at [REDACTED]
- Client has the right to request an increase to the number of Authorized Users during the term of the Agreement via emailed requests to PBDI from the following authorized person of Client's firm: Elizabeth Speer. The request shall identify each new Authorized User and each request shall be followed by payment of the invoice at the additional user rates per the Order Form Agreement from PBDI, pro-rated for the annual period based on start and end date. Additional Users shall be approved via return email and on approval are subject to the terms of the Agreement and the Terms of Use available on the Site.
- User IDs are not permitted to be shared. Each User ID is issued to a specific individual (via e-mail address) and only that individual is permitted to use the platform (Authorized User).
- Access will be granted to any currently enrolled student, faculty, or staff member of university defined above and will be known as "academic user". User must fill out PitchBook's web form located within University's library portal and agree to all terms and conditions. If they qualify for access, username and password will be granted. PitchBook agrees to coordinate access portal with Client to fit client's needs while ensuring security of access to only academic users.
- Exporting and printing is limited to 10 daily / 25 monthly rows of company, deal or fund data and 10 daily / 25 monthly rows of people data per Academic User. One tabled search result of company, deal, fund or person entities exported into excel, regardless of columns, represents one download.
- PitchBook access will be available for the academic year only to be agreed upon by PitchBook and client.
- Access will be restricted to the following IP range: 131.215.\*.\*
- Due to SEC regulations, fund returns data is only available to institutional accredited investors. Check if your firm is an accredited investor [here](#).
- Faculty or administration users may request to upgrade their subscription to an "authorized user" by contacting their assigned account manager. Authorized user license will included all "not included" items above as well as increased exporting and printing limits.
- Exporting and printing is limited to 1000 daily / 2000 monthly rows of company, deal or fund data and 500 daily / 1000 monthly rows of people data per Authorized User. One tabled search result of company, deal, fund or person entities exported into excel, regardless of columns, represents one download.
- A User may only use the Site internally for academic, educational, and scholarly use, must limit that use to what is allowed under this Agreement, and may not permit anyone else (including, without limitation, other employees, students or faculty of Subscriber) to use his/her user name or password to access/use the Site or any Services.



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This Order Form Agreement between Client, identified in Client Information above, and PitchBook Data Inc. is governed by the Subscription Agreement.  
Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the client.

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

University of North Texas Health Science Center

PitchBook Data, Inc.

[Redacted Signature Area]

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\_\_\_\_\_  
\_\_\_\_\_

Date: 11/3/2021

Date: 11/8/2021

[Redacted Signature Area]

[Redacted Signature Area]



## PitchBook Data, Inc. Subscription Agreement

This PitchBook Data, Inc. Subscription Agreement ("**Agreement**") by and between Pitchbook Data, Inc. ("**PitchBook**"), and the entity defined in the signature block of a PitchBook Order Form ("**Subscriber**") sets forth the terms and conditions on which PitchBook will make available, and Subscriber may access and use, certain PitchBook online services ("**Services**"), as more specifically identified in one or more PitchBook Order Forms (each, an "**Order**") executed by PitchBook and Subscriber from time to time. Unless otherwise provided in an Order, each Order creates a contractual relationship only between PitchBook and Subscriber and does not vest rights in any parent, subsidiary or affiliate of Subscriber. This Agreement is executed and effective as of the later of the two signature dates set forth in the Order ("**Effective Date**").

1. **Services.** The exact Services to be made available hereunder to Users (as defined below) are outlined in the Order and which is incorporated herein by reference. The Services will be made available by Pitchbook at its website located at [www.pitchbook.com](http://www.pitchbook.com) (or at such successor or alternative URL identified to Subscriber by PitchBook from time to time) ("**Site**"). The Site may be accessed by Users using supported Internet browsers. Subscriber is responsible for all costs associated with its Users' access to the Site, including but not limited to Subscriber's Internet connection, computer, and browser technology. In addition to the Site (and as part of the Services provided hereunder), a User may be given access to one or more PitchBook software applications (each, an "**Application**") for the sole purpose of accessing the Site through that Application.
 

accesses the Services using that user name/password through an email address at the Subscriber's internet domain and (v) Subscriber has paid all of the necessary Fees associated with that User's access and use of the Services. There are two categories of User under this Agreement: (1) an "Authorized User" (i.e., an individual who has access to all Site functionality for which the Subscriber has paid the relevant fees); and (2) a "View Only User" (i.e., an individual who only has rights to view Content but not download or otherwise manipulate it). The exact number(s) and type(s) of Users who are granted access to the Site and Services hereunder are set out in the Order. Subject to compliance with this Agreement and payment of all Fees, Subscriber may, during the Term, permit the number and types of Users identified in the Order to access the Site and use the Services. Subscriber acknowledges that the PitchBook Privacy Policy ("**Privacy Policy**") is available for review at any time on the Site and that this policy explains how PitchBook handles any personally identifiable User information received or accessed by it through the Site. A User may only use the Site on behalf of and for the legitimate purposes of the Subscriber, must limit that use to what is allowed under this Agreement, and may not permit anyone else (including, without
2. **Users.** For purposes of this Agreement, only a natural person qualifies as a "User" and then only if all of the following criteria are met: (i) he/she is a student, faculty or staff member of Subscriber; (ii) he/she has completed the Site registration process and received a unique Site user name and password; (iii) he/she agrees to the separate PitchBook User Agreement ("**User Agreement**") appearing on the Site and governing his/her use of the Site; (iv) he/she only



limitation, other employees of Subscriber) to use his/her user name or password to access/use the Site or any Services. Subscriber is responsible for all use of the Site and any related Services by anyone employing a user name or password issued to its User(s). In the event this Agreement or the Order provides one or more Users with other or additional rights to those described in the User Agreement, the terms of this Agreement/the Order will control with respect to such User(s) to the extent of any explicit conflict.

3. Updates. PitchBook reserves the right to modify the Site, the Privacy Policy and the Services at any time, including, but not limited to, adding or removing features and Content (as defined below).
4. Allowed Usage. Subject to the terms hereof, an Authorized User may incorporate *de minimus* amounts of data derived from the content of the Site ("Content") into presentations and reports for academic, scholarly, or educational use. Specifically, Subscriber and Authorized Users may distribute in the ordinary course of their academic, scholarly, or educational use limited extracts of data derived from an Authorized User from Content to Subscriber students, faculty, and/or staff in the form of charts, graphs, graphics, pitch books, presentations, statistics, research reports and other reports; provided, however, that in each case: (i) PitchBook retains sole ownership over any Content incorporated therein; (ii) the distributed presentations, reports, etc., are not issued on behalf of any unaffiliated third party; (iii) the following source attribution is included: "Source: PitchBook Data Inc."; and (iv) any publication of aggregated valuation data is first approved in writing by PitchBook. If Subscriber would like to obtain this permission, Subscriber must first e-mail PitchBook a copy of its proposed publication at [sales@pitchbook.com](mailto:sales@pitchbook.com) and await PitchBook's decision.

In addition to the foregoing, if the Order gives an Authorized User this right, that Authorized User may use the functionality of the Site to daily download and store the amount of Content authorized in that Order; provided that no such Content is stored for longer than thirty (30) days from the date on which it was first downloaded; and provided further, that no downloading or printing may be done if the result would be that either the Authorized User or the Subscriber compiles more than an insubstantial portion of the Pitchbook database from which such Content is pulled.

In addition to the previous language, Subscriber may keep any Content in the form of charts, graphs, graphics, pitch books, presentations, statistics, research reports and other reports included in Subscriber presentations or documents as long as Subscriber decides to keep such presentation or document.

5. User Limits. Only the number(s) and type(s) of Users specified in the Order may access or use the Site or any Services. Except as otherwise explicitly provided under the Allowed Usage provision of this Agreement and/or any Order, Subscriber may not distribute, display or otherwise disclose, and will prohibit its Users and their agents, if any, from distributing, displaying or otherwise disclosing, to any person any portion of the Site, the Services or any Content. This obligation is independent of any obligation of confidentiality imposed pursuant to Section 16, Confidentiality.
6. General Usage Limits. Except for the limited rights to download, store and/or print Content set forth herein, neither Subscriber nor any User may download, store, reproduce, republish, transmit, display, distribute or take screen shots of any portion of the Site or any Content. In addition, neither Subscriber nor any User may;

(a) sell, rent, lease, loan, transfer, sublicense or otherwise make available or permit access to the Site or any Content to any third party; (b) modify, decompile, disassemble or reverse engineer any portion of Site or any Application; (c) use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology or process having similar functionality, to access, acquire, copy or monitor any portion of the Content or Site; (d) violate the security of the Site or any Application or attempt to gain unauthorized access (e.g., through hacking, password mining, social engineering, etc.) to the Site, Content or PitchBook's computer systems; (e) use the Site, the Services or any Content in a manner that infringes or violates the rights of PitchBook or any third party; (f) export or re-export the Site, the Content or any portion thereof in violation of the export control laws/regulations of the United States or any jurisdiction in which Subscriber or any User is located; (g) use the Site or Content in any manner that is unlawful or harms PitchBook, its service providers, suppliers or any other user, including, without limitation, any use for improper investment purposes in any entity whose information appears as part of the Content; or (h) use the Site in such a way as to be deemed to be engaging in the offering or solicitation of investments in securities. Subscriber agrees that Pitchbook may track, monitor, report, analyze, and limit usage on both a Subscriber and individual User basis; provided that PitchBook will not make such information available to any third party other than in any aggregated, de-identified format.

7. Notes and Files Functionality. If activated, the Site's Notes and Files functionality provides individual Users with the ability to upload Subscriber Data for use by him/herself and Subscriber's other Users. PitchBook has no control over the content of any Subscriber Data and accepts no responsibility for their accuracy,

completeness or timeliness. Additionally, Subscriber remains solely responsible for: (a) any use it chooses to make of the Subscriber Data, including, without limitation, which of its Users have access to them; and (b) ensuring that the Subscriber Data and their use: (i) comply with all applicable laws and regulations; and (ii) do not violate the rights of any third party.

8. Prior Performance Data Restrictions. Portions of the Content include prior performance data for certain venture capital, private equity and other investment funds (each, a "**Fund**"). Because the general publication of a Fund's prior performance data ("**Prior Performance Data**") may result in that Fund being subject to additional regulation under the U.S. Investment Company Act and associated regulations, Subscriber may only access the portions of the Site containing Prior Performance Data if it qualifies as, and has certified to Pitchbook that it is, an institutional "accredited investor," as defined in SEC Rule 501(a)(1), (2), (3), (7) or (8) (an "**Institutional Accredited Investor**"), or that it is otherwise exempt from the requirements of such rule. If Subscriber accesses any Fund's Prior Performance Data, it agrees not to purchase the securities of that Fund for at least 30 days from its initial certification as an Institutional Accredited Investor, unless: (i) it has previously invested in or been solicited by that Fund, or (ii) it was already actively considering an investment in that Fund at the time of its certification, or (iii) PitchBook expressly waives this limitation. PitchBook assumes no obligation to prove any pre-existing relationship between a Fund and Subscriber or any User.
9. Reservation of Rights. All right, title, and interest (including all copyrights and other intellectual property rights) in the Site, the Services and any Content belong to Pitchbook and/or its suppliers. Notwithstanding the foregoing, PitchBook does not claim an ownership interest in:

(a) derivations of Content that a User creates through his/her authorized use of the Services if such derived work is sufficiently transformed so that any Content on which it is based or that forms one or more inputs into it cannot be readily understood, reverse engineered, disassembled or decompiled by someone reasonably knowledgeable of financial services or reasonably skilled in financial services software applications; or

(b) any data or other content not originally sourced from PitchBook, its affiliates or any of their suppliers that is separately uploaded by Subscriber or its Users onto the Site (e.g., custom entity records, custom text files, etc.) (all such data and content described in (b), collectively, "**Subscriber Data**"). Except as expressly provided in this Agreement and the separate User Agreement, nothing contained herein shall be construed as conferring upon Subscriber, any User or any third party any license or right, by implication, estoppel or otherwise, in the Site, the Services or any Content. Subscriber agrees that the Site, the Services and the Content are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. Subscriber will not remove or obscure, and will ensure that its Users do not remove or obscure, the copyright or other notices contained in Site, Services or the Content, including but not limited to, any copyright or other notices included on the printable profiles. Notwithstanding any other provision of this Agreement, PitchBook reserves the right to seek all remedies available to it at law and/or in equity for violations of this Agreement, including, but not limited to, the right to seek injunctive relief without notice or the need to post bond for any unauthorized use of the Site, the Services or any Content.

10. **Fees.** Subscriber is liable all fees set forth in the Order ("**Fees**"). Unless otherwise provided in the Order, the Fees set forth therein are valid for

the first year of the Term. PitchBook may change the Fees for any Renewal Term (as defined below) upon notice to Subscriber no later than thirty (30) days prior to then-current anniversary of the Effective Date.

11. **Payments.** Subscriber will pay all Fees within 15 days following the Effective Date (and on each anniversary thereof during the Term (as defined below)). If such payment is not timely made, Subscriber understands and agrees that its Site access may be suspended. Unpaid Fee balances will accrue interest at the rate of 1.5% per month. All amounts paid under this Agreement are non-refundable.
12. **Taxes.** Subscriber is solely responsible for all applicable sales, use, and other taxes or similar charges or duties incurred in connection with this Agreement (collectively, "**Taxes**"), and Subscriber agrees to reimburse Pitchbook in the event that PitchBook is required to pay any such Taxes. Notwithstanding the foregoing, PitchBook remains solely liable for any taxes assessed on its net income.
13. **Recognition.** Upon Subscriber's prior written approval, PitchBook may use Subscriber's name and logo on PitchBook promotional materials during the Term (as defined below).
14. **Term.** This Agreement will commence on the Effective Date and will remain in effect so long as an Order is in effect. Unless earlier terminated as provided herein, each Order will remain in effect until the expiration of the Subscription Term set forth in that Order ("**Initial Term**"). After the Initial Term, the Order will automatically renew for successive renewal terms of one year (each, a "**Renewal Term**"), unless either party provides the other with written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The Initial Term and any Renewal Term(s) collectively constitute the "**Term**."



15. Termination. In addition to any termination rights that may be contained in the Order, either party may terminate the relevant Order: (i) if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party; or (ii) if the other party is or reasonably appears to be insolvent. In addition, Pitchbook may terminate this Agreement (and any and all Orders entered into under it) immediately upon written notice to Subscriber if Subscriber breaches Sections 2, 4, 5, 6, 7, 8, 9, 11 or 16. For absence of doubt, any act or omission by a User (or anyone accessing or using the Site, the Services or any Content through that User's user name or password) that would be a breach of this Agreement if committed by Subscriber shall be deemed a breach by Subscriber. The sections 8, 9, 10, 11, 14, 16 and 17 - 23 shall survive expiration or termination of this Agreement.

16. Confidentiality. Each of PitchBook and Subscriber acknowledges that certain Confidential Information of the other party may be disclosed to it during the term of this Agreement. For purposes of this Agreement, "Confidential Information" means any information that is labeled "confidential," "proprietary," etc., or that is disclosed in such a way that a reasonable person acting reasonably would understand it to be of confidential/proprietary nature. For absence of doubt, Confidential Information includes, without limitation, all trade secrets, customer lists, marketing and product plans, technology, systems, business processes, and any other financial, sales, marketing or business information, including, without limitation the terms of this Agreement and any Order and the Subscriber Data, that is: (1) not already in the public domain; (2) not lawfully obtained from a third party without any obligation of confidentiality; (3) not lawfully known to the receiving party prior to disclosure by the other

party; or (4) independently developed by the receiving party, without reference to the other party's Confidential Information. Except as otherwise expressly provided in this Agreement, each party will treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, but in no event less than a reasonable degree of care; and, if requested by the other party, will destroy or return to the other party all Confidential Information upon termination or expiration of the Order.

17. Assignment. Pitchbook may assign this Agreement, in whole or in part, at any time with or without notice to Subscriber. Subscriber may not assign this Agreement, or assign, transfer or sublicense Subscriber's rights hereunder without Pitchbook's prior written consent.

18. NO WARRANTY; DISCLAIMER. THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH SUBSCRIBER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PITCHBOOK, ITS AFFILIATES, SUPPLIERS AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "PITCHBOOK PARTIES") MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. THE PITCHBOOK PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT; (B) OF ADEQUACY, ACCURACY, TIMELINESS, AND COMPLETENESS OF CONTENT OR RESULTS; (C) ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (D) OF



UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

19. LIMITATION ON LIABILITY. IN NO EVENT WILL THE PITCHBOOK PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR ANY ACCESS TO OR USE OF THE SITE, THE SERVICES OR ANY CONTENT, EVEN IF THE PITCHBOOK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE PITCHBOOK PARTIES' SOLE OBLIGATION TO SUBSCRIBER FOR DAMAGES SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BY SUBSCRIBER IN RELIANCE UPON THIS AGREEMENT UP TO THE AMOUNT OF FEES PAID BY SUBSCRIBER IN THE PRECEDING TWELVE (12) MONTH PERIOD. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

20. No Offer of Securities. The Site, the Services and all Content provided in conjunction with them are for informational purposes only and do not constitute, and should not be construed as a solicitation or offering of any investment or other transaction, an identification or offering of any securities for purchase, a recommendation to acquire or dispose of any investment, or the provision of any financial, tax, legal or other advice of any nature whatsoever. Subscriber understands and agrees that: (i) any decisions it makes on the basis of the Site, the Services or any Content are made solely at its own risk and PitchBook has no responsibility or liability arising from such decisions; and (ii) Subscriber will indemnify and hold the PitchBook Parties harmless from any damages, liability, or other

loss (including legal fees) arising out of or relating to any decisions of any nature that Subscriber makes or refrains from making based on its use of the Site, the Services or any Content. Except for providing access to Site and the Content accessed through it, PitchBook provides no other services pursuant to this Agreement. None of the PitchBook Parties serves as an agent for any Fund or other person, markets securities to investors, advises Funds on how to post or present material on the Site, participates in negotiations between a Fund and any investor, handles any monies or securities in transactions between investors and Funds (or other third parties), or assist investors or Funds with the completion of any transactions between them (such as transaction documentation or paid referrals).

21. General. If any part of this Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. PitchBook Parties' failure to act with respect to a breach by Subscriber or any User does not waive Pitchbook Parties' right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire agreement between Subscriber and PitchBook with respect to the Site, the Services and the Content and supersedes all prior or contemporaneous communications of any kind between Subscriber and PitchBook with respect to the Site, the Services and the Content

22. Choice of Law; Exclusive Jurisdiction and Venue; Force Majeure. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflict of laws provisions.

Subscriber agrees to submit to the exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington for any and all disputes, claims and actions arising from or in connection with this Agreement. PitchBook is not responsible for any delays or failure in performance of any part of the Site, from any cause beyond its reasonable control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

23. Links to Third Party Sites. The Site may contain links to other web sites ("**Linked Sites**"). The Linked Sites are not under the control of PitchBook and PitchBook is not responsible for the contents or operation of any Linked Site, including without limitation any content contained in a Linked Site, any changes or updates to a Linked Site or the manner in which any Linked Site handles any information submitted by or related to anyone accessing it. PitchBook is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by PitchBook of the Linked Site or any association with its operators.
24. Government Mandated Restrictions/Limitations. Use, duplication or disclosure of the Site or any Application or related materials by any agency of government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. For purposes of these sections, the manufacturer is Pitchbook Data, Inc. of King County, Washington, U.S.A. The Site and any Application are subject to U.S.

export controls and may not be downloaded, exported or re-exported: (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods (each, a "Prohibited Territory"; or (ii) to anyone on or acting on behalf of an entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entities List or included in General Order 3 (15 C.F.R. Part 736, Supplement 1), which prohibits exports to Mayrow General Trading, affiliated entities and persons, and specified persons involved in the manufacture or sale of Improvised Explosive Devices (together referred to as "U.S. Prohibited Party Lists"). By downloading and/or using the Site or any Application, you represent and warrant that you are not (a) located in or a national or resident of any Prohibited Territory, or (b) on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

## 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**

Date: \_\_\_\_\_

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**

Date: \_\_\_\_\_

HSC Contract # 2022-0199