SERVICES AGREEMENT

Effective Date:	Date of Last Signature
Client:	University of North Texas Health Science Center Fort Worth
Client Address:	3500 Camp Bowie Blvd, Fort Worth, TX 76107

███ ████████

Contractor:	KWALL, LLC.
Contractor Address:	3090 Bristol Street Ste. 400 Costa Mesa, CA 92626 Attn:
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:

RECITALS

This Professional Services Agreement ("Agreement") is made and entered into by Client and Contractor as of the Effective Date.

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

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

AGREEMENT

1.   <u>Provision of Services</u>.   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.

2.   <u>Term</u>.   Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the term of this agreement shall begin on the Effective Date and continue through December 12, 2022.

3. <u>Termination</u>. Either party may terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) business days after receipt of written notice from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

<u>Payment of Compensation</u>. Client 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 no later than thirty days following the later of completion of the Services or Client's receipt of an invoice from Contractor. Interest, if any, on past due payments 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 Health Science Center
3500 Camp Bowie Boulevard
Fort Worth, TX 76107
Attn: Nancy Staples

4. <u>Property Rights</u>. Client 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 Client.

5. <u>No Conflict of Interest</u>. Contractor certifies that in entering into this Agreement, no relationship exists between Contractor (including any related entity or individual) and Client (including any department, organization, or individual) that by its nature may be considered a conflict of interest by influencing or potentially influencing the execution of this Agreement or the independent performance of the Services. Contractor agrees to disclose to Client any such conflict of interest should it become known or arise during the term of this Agreement. Client may, in its sole and absolute discretion, terminate this Agreement immediately if such conflict of interest exists.

6. <u>Execution and Enforceability</u>. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for Client, and shall not be considered a valid and enforceable contract without full execution by both parties.

7. <u>Breach of Contract Claims</u>. 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 to attempt to resolve disputes arising under this Agreement.

8. <u>No Assignment</u>. This Agreement, and the rights and obligations set forth herein, may not be assigned by either party without the express written consent of the other party.

9.   Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

10.   Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, the invalid or unenforceable provision shall be modified so as to conform to the greatest extent possible to the original intent of such provision.

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.   No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

13.   Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed pursuant to this Agreement is subject to the mandatory venue statute set forth in section 105.151 of the Texas Education Code.

14.   Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of Client. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of Client in the provision of the Services. Client 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. Client 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 Client 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 Client 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.

15.   Additional Assurances. Except as may be expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

16.   Notices.   Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be addressed to each party as shown above, or to such other address, or to the attention of such other person or officer, as either party may by written notice designate from time to time.

17.   Independent Counsel.   Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

18.   Presumption Waiver.   Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

19.   Counterparts.   This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

20.   Incorporation and Entire Agreement.   This Agreement incorporates the usual and customary Client 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 Client 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.   No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect.   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.

21.   **Indemnity**.   Contractor agrees to indemnify and hold harmless Client 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 Contractor's breach of any provision of this Agreement or arising out of any act or omission by Contractor in the provision of the Services.

22.   Appropriations.   The Texas Constitution prohibits obligations beyond the current appropriations term.   Client shall have the right to cancel all or part of this Agreement at any time without penalty if legislative, federal, or Client funds are not appropriated for the Services.

23.   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.

24.   <u>Public Information</u>. Client 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 Client in an electronic format.

25.   <u>Israel Non-Boycott Verification</u>. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

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

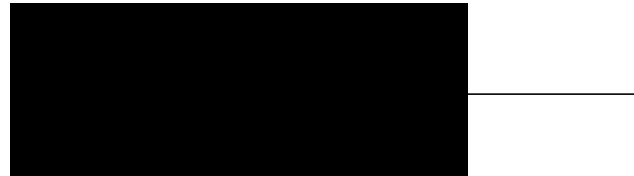Date: 12/9/2021

Vendor

Date: 12/9/2021

HSC Contract #2022-0285

<div align="center">

Exhibit A
STATEMENT OF WORK
Contract Reference #112807663

</div>

This Statement of Work ("SOW") is entered into as of the date of the last signature ("Effective Date") by and between **The University of North Texas Health Science Center** ("Client") and **KWALL, LLC** ("Contractor"), and is governed by the terms and conditions of the contract identified as Professional Services Agreement ("Agreement"). ("Contract"). Client and Contractor are hereinafter referred to collectively as the "Parties" and individually as a "Party".

Contractor shall provide services ("Services") and deliverables ("Deliverables") as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, the Parties agree as follows:

Section 1.   Background & Objective.   This Statement of Work details the discovery, design, development and implementation of a new functionality, page templates and components to the existing Wordpress-based theme utilizing the existing multi site infrastructure located at https://www.unthsc.edu/.

Section 2. Deliverables. Contractor shall develop, complete and deliver to Client the following Deliverable(s):

a.   Discovery Phase. The Discovery Phase shall establish the final specifications for the project and shall determine what can be delivered within the established budget. Client shall provide all relevant Discovery Phase documents to Contractor to assist in the planning and implementation of back-end development. At the end of this Phase, these deliverables will be:

(i) Creative Brief. Contractor shall review any existing user data provided by Client and shall provide a creative brief outlining priorities and parameters around strategic project objectives, audience insights, functional requirements, and historical background.

b. Design Phase. The Design Phase shall establish the design specifications for the project and determine what can be delivered within the established budget. During this Phase, additional designs and new features may be established. If so, the Development Phase will not progress unless the Parties agree, in writing, to the additional designs and features proposed during the Design Phase. At the end of this phase, the deliverables will be:

(i)   Wireframes (up to 4) diagramming the layout of content for top-level sections and key pages of the website with up to 10 components total

      (1) Homepage Concept A
      (2) Program Search Main Page
      (3) Program Search Results Page
      (4) Program Detail Page

(ii)   Design Templates (up to 4 templates) using up to 10 components total - 2 rounds of revisions for each chosen design

      (5) Homepage Concept A
      (6) Program Search Main Page
      (7) Program Search Results Page
      (8) Program Detail Page

    c.   Development Phase. Commencement of the Development Phase shall not begin until the Contractor has received approved design files from Client and all design components have been agreed upon by the Parties. Contractor shall develop new system features on the existing Wordpress-based content management system to implement the new designs. These are subject to change, and the Development Phase will not progress unless the Parties agree, in writing, to the system features proposed at the end of the Discovery and Design Phase.

(i) WordPress Theme Enhancements

    (1) Contractor shall build out the design components for the new approved designs. Contractor shall work with Client to research and define any updates to existing features, or creation of new features, that may be needed to implement the new design components (up to 10 new components.)

(ii) Course/Program Finder

    (2) Contractor shall build out a Course/Program Browser. Features will include:

(a) Ability to display relevant program fields including title, description, featured image, classification

(b) A "browser" page where users can search and filter programs

(c) Ability to visually distinguish and/or filter programs offered for different audiences (e.g. on-campus, online)

(iii) Courses Integration

(1) Contractor shall allocate up to thirty (30) hours to integrate with the required courses to populate in the Course/Program Finder functionality. If additional hours are requested or required beyond the initial thirty (30) hours, Contractor shall collaborate with Company to determine if additional hours will be purchased under a separate agreement.

d. Browser Compatibility. The finished product shall be compatible with the following browsers. Contractor shall test against each of these browsers under general Quality Assurance before launch of the website. Contractor may provide additional browser compatibilities if agreed to, in writing, by the Parties:

(i)   Microsoft Edge (latest version)
(ii)   Firefox (latest version)
(iii) Chrome (latest version)
(iv)   Safari (latest version)
(v)   Mobile Android default "Browser" (latest version)
(vi)   Mobile Safari for iDevices (latest version)

e. Trainings. One (1) remote Program Finder training to key personnel (maximum of 20 participants, participants to be defined by Client)
(i)   Based on skill level (i.e. basic versus advanced training)
       (1) Training topics will be defined by both Parties
(ii)   60-90 minutes
(iii) Recorded
(iv)   Training documentation for new components (if needed)

f. Accessibility. Client shall work with Contractor to provide conformance level expectations and to provide any existing accessibility standards. Parties shall mutually agree to,

in writing, these standards prior to project initiation, attached hereto as Appendix A.

g. **Quality Assurance Testing**. QA shall be performed based on specific test cases defined by Contractor and approved by the Client. Contractor will provide Client with guidelines for QA and User Acceptance Testing. The overall process may include functional testing, accessibility testing, and browser testing.

h. **Acceptance of Deliverables**. Client shall have thirty (30) days after delivery of a Deliverable in which to test each Deliverable. Client shall accept ("Acceptance") or reject such Deliverable in writing and based upon compliance with the Quality Assurance Testing as outlined in the Work Order. If no Quality Assurance Testing is specified in the applicable Work Order, acceptance shall be based upon Client's reasonable testing. Upon ten (10) business days of Contractor's receipt of Client's rejection of any Deliverable, Contractor shall submit a plan to correct any deficiencies in the Deliverable and shall use reasonable efforts to correct and re-submit the Deliverable to Client. Client shall test such Deliverable pursuant to this Section.

(i) Final Acceptance. Following Client's Acceptance of all Deliverables, Client shall have thirty (30) days to conduct a project review to confirm completion of all Tasks and acceptability of the combined Deliverable as a whole ("Final Acceptance"). If written acceptance and/or change requests are not provided by the end of the 30 day Final Acceptance period, the Deliverable(s) shall be deemed approved and accepted by the Parties.

i. **Additional Specifications**. If additional support is requested beyond the Acceptance period, the Parties will negotiate in good faith any corresponding changes.

Section 3. Compensation. Client shall pay Contractor a firm fixed fee of $28,450.00 for all Services performed by Contractor based on the below milestones, broken down as follows:

Milestone	Payment	Payment Schedule
Contractual Agreement	$7,112.50	Due upon signature of SOW.
Delivery of Discovery and Design	$7,112.50	Due upon delivery of Creative Brief and Design Templates.
Delivery of Development	$7,112.50	Due upon site delivery for Client review.

Site Acceptance	$7,112.50	Due upon Client acceptance of https://www.unthsc.edu/. Client will not unreasonably withhold acceptance.

        If applicable, Contractor shall invoice Client in accordance with Client's Standard Purchase Order Terms and Conditions. Payments will be made in accordance with the Contract.

        Section 4. Period Of Performance. Unless otherwise agreed to in writing by the Parties, Contractor shall commence performance of the Services within two weeks of the Execution Date.   The Period of Performance shall be for a twelve (12) month term from execution date, or unless other agreed to in writing by the Parties. A project timeline will be reviewed and finalized with Client during the Discovery & Design Phase. However, the Parties hereby acknowledge that Contractor's performance of the Services and Deliverables is contingent upon certain variables which may not be within Contractor's control, including, but not limited to unanticipated periods of time necessary in order to: (1) approve designs and/or related features, (2) establish the Content Strategy, (3) complete a particular phase, and (4) approve proposed system features.

        Section 5. Location Services Are Performed. All Services shall take place at Contractor's facilities.

        Section 6. Project Management. The Parties designate the individuals named below as their representatives for all matters relating to this SOW. The actions of the Parties' representatives regarding such performance shall be deemed the acts of the Party. A Party may at any time, upon notifying the other Party in writing, change its designated representative.

        Each Party's Contractual Representatives shall act as the primary contacts for resolving any business or financial issues regarding this SOW. Each Party's Technical Representative shall act as the point-of-contact for resolving any execution or delivery issues for tasks and deliverables under this SOW.

Client:
Contractual Representative:
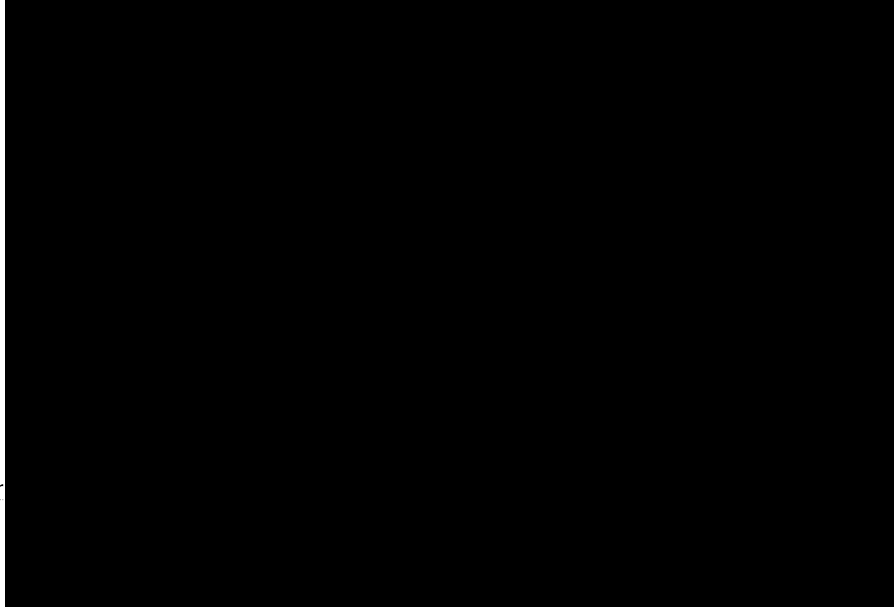
Technical Representative:
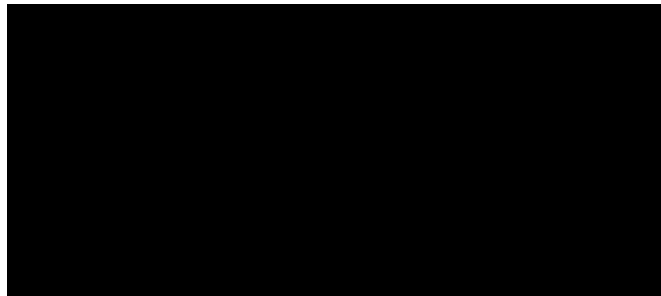
Billing Representative:

Contractor:
Contractual Representative:

Project Representative: Nan

Section 7. Additional Instructions. The specific Service(s) and Deliverables to be provided hereunder are issued under the terms and conditions established in this SOW. Any changes to this SOW shall be agreed to by the Parties, in writing, and governed by the "Change Orders" provision set forth below.
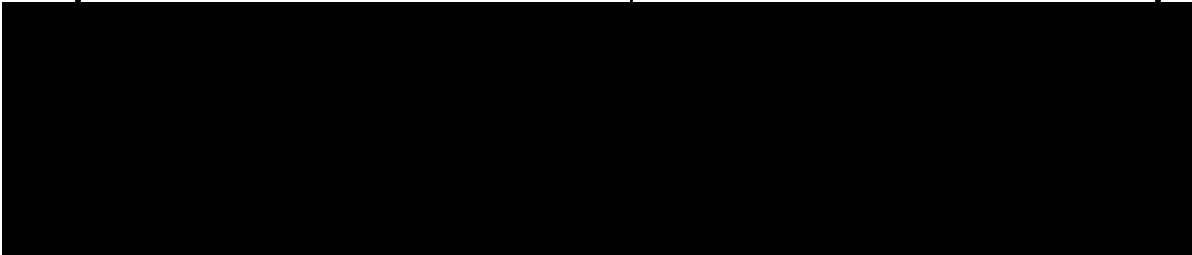
(a) Change Orders. The Parties agree that, at any time during the term of the Contract, either Client or Contractor may request adjustments to the Contract, and the Parties will negotiate in good faith any corresponding changes. All such changes shall be agreed to in writing by the Parties.

THE SIGNATURES BELOW INDICATE EACH PARTY HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENT AND AGREES TO ITS TERMS.

EXECUTED as of the signature date below.

STATEMENT OF WORK AUTHORIZATION

Client UNTHSC	KWALL
Date: 12/9/2021	Date: 12/9/2021

Appendix A
ADDENDUM to STATEMENT OF WORK
project ID#112807663

Section 1. Accessibility. Client shall work with Contractor to provide conformance level expectations and to provide any existing accessibility standards. Parties shall mutually agree to, in writing, these standards prior to project initiation. Contractor shall follow WCAG 2.1 and ADA Section 508 compliance where applicable as listed below. If additional requirements are requested, the Parties will negotiate in good faith any corresponding changes. All such changes shall be agreed to in writing by the Parties and will be outlined under a separate agreement.

Upon completion of development, Contractor shall complete an accessibility scan using the Siteimprove Service under Client's account. Contractor shall provide recommendations for implementation of accessibility updates which shall be finalized and agreed to by the Parties prior to implementation.

    a. Design. Any accessibility updates to be made to Client provided designs, shall be addressed under the design consultation hours.

        (i) Contrast Ratio (Guideline 1.4.3)

           (1) All elements shall have a contrast ratio of 4.5:1 or greater
           (2) Large scale text and images can be as low as 3:1
           (3) Decorative elements such as logos or inactive elements are excluded and have no minimum contrast requirement

        (ii) Color Indicators (Guideline 1.4.1)

           (1) Color is not used as the only visual means of conveying errors

        (iii) Content Order - Meaningful Sequence (Guideline 1.3.2)

           (1) Ordering of content in design shall have a correct reading sequence by region (body, left sidebar, right sidebar) to make it easier for users to see and hear content
           (2) Ability to apply headings in text
           (3) Client is responsible for maintaining content to meet the Content Order

standard

(iv) Moving Content (Contractor implementation)

(1) Parallax or Slideshows shall not move in a way that creates contrast issues

b. Functionality.

(i) Keyboard Navigable (Guideline 2.1.1 and 2.1.2)

(1) All functionality of the content shall be keyboard operable and followable
(2) Users shall be able to exit a keyboard interaction at any time

(ii) Moving, Blinking, and Timed Scrolling (Guideline 2.2.2)

(1) Timed events such as popups, slideshows,. shall have a way to stop the interaction, such as a play/pause button, or a close button
(2) If applicable there shall be a way to progress slideshows manually (ie arrows or pagers) between pages

(iii) Three Flashes or Below Threshold (Guideline 2.3.1)

(1) No element shall flash more than three (3) times per second

(iv) Bypass Headers (Guideline 2.4.1)

(1) A mechanism shall be available to bypass headers that are repeated on multiple pages

(v) Keyboard Focus (Guideline 2.4.7)

(1) The keyboard focus indicator shall be visible

(vi) Focus Order (Guideline 2.4.3)

(1) Focus order shall be taken into account for header, footer, and any forms on the site

(vii) Language (Guideline 3.1.1)

(1) Header tags shall consist of code so that the language of the website can be programmatically determined

(viii) Standards

(1) Valid HTML is used to meet the standard published in the header tags

(vix) Parsing (Guideline 4.1.1)

(1) All IDs used on elements shall be unique and have complete start and end tags

(x) Resize Text (Guideline 1.4.4)

(1) The website shall be zoomable up to 200%

(xi) Captcha (Contractor implementation)

(1) If applicable, captchas shall provide alternatives (such as links to listen to or reset the Captcha)

(xii) Relative Units (Contractor implementation)

(1) Text sizes shall be themed with relative units (em, rem, vh)

(xiii) Focus and Active States (Contractor implementation)

(1) Content with focus and active states are themed in addition to hover state

c. **Content.** Contractor shall build a system to facilitate accessible content. Client is responsible for maintaining content and meeting content accessibility standards.

(i) Page Titled (Guideline 2.4.2)

(1) Pages shall have titles that describe a topic or purpose

(ii) Link Purpose (In Context) (Guideline 2.4.4)

(1) All links shall be understandable, and the purpose of each link can be

determined, within the context of the containing element

(ii) Multiple Ways (Guideline 2.4.5)

(1) More than one (1) way shall be available to locate a web page within a series of web pages on a site
(2) Breadcrumbs shall be available to show users where they are within a site (Contractor Implementation)
(3) Multi step processes such as checkout are excluded

(iii) Supported Applications

(1) Any application required for viewing a PDF, plugin, etc. shall be linked on the page (ie footer), or a reference shall be linked to within content

(iv) Lists (Guideline 1.3.1)

(1) Lists shall not be used for appearance or layout
(2) Lists shall be available as text

(v) Headings (Guideline 1.3.1)

(1) Headings shall not be used for appearance or layout
(2) Headings shall be used to organize content
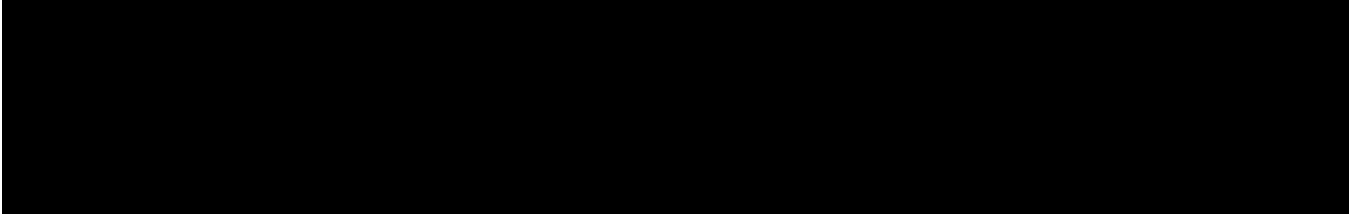
(vi) Non-Text Content: Images (Guideline 1.1.1)

(1) All images shall have alternative text supplied, or provide this functionality through aria tags
(2) Decorative images such as logos are excluded
(3) Any images wrapped in a link that has text are excluded

(vii) Non-Text Content: Forms (Guideline 1.1.1 and 3.3.2)

(1) All controls and inputs shall have labels that are descriptive
(2) Errors shall be described to users in text
(3) Parent fieldsets shall be used if labels are not applicable

THE SIGNATURES BELOW INDICATE EACH PARTY HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENT AND AGREES TO ITS TERMS.

EXECUTED as of the signature date below.

KWALL LLC	Client
Date: 12/9/2021	Date: 12/9/2021
Address: 3090 Bristol Street STE 400 Costa Mesa, CA 92626	Address: 3500 Camp Bowie Blvd. Fort Worth, TX 76107

HSC Contract #2022-0285