

**TCM Contract # 2021-67****MASTER SERVICES AGREEMENT**

By executing this SmartDollar Master Services Agreement (“Agreement”), **UNIVERSITY OF NORTH TEXAS SYSTEM** (“Client”), a Texas institution of higher education, retains **THE LAMPO GROUP, LLC d/b/a SMARTDOLLAR®** (“SmartDollar”), a Tennessee limited liability company, to make its SmartDollar online financial wellness program (“Program”) available to Client’s employees (“Eligible Employees”).

WHEREAS, the Program is a digital financial wellness solution that is proven to help employees learn how to budget, save for emergencies, pay off their debt, and save for their future. The specific features of the Program are subject to change from time to time, in SmartDollar’s sole discretion; and

WHEREAS, pursuant to the terms and conditions of this Agreement, Client wishes to purchase SmartDollar for its Eligible Employees.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**1. SmartDollar Program:**

1.1 During the Term (as defined below), Client’s subscription entitles its Eligible Employees to access and use the Program for three (3) years from the Launch Date (as defined below). Upon expiration or termination of this Agreement, whichever first occurs, all Client and Eligible Employee rights of Program use are automatically revoked and access is terminated.

1.2 This Agreement, including all exhibits, addenda, or written modifications hereto, if any, is the exclusive contractual relationship between the parties hereto for the SmartDollar Program. Client acknowledges that the SmartDollar Terms of Service (“TOS”) located at [www.smartdollar.com/terms-of-service](http://www.smartdollar.com/terms-of-service) apply to all Eligible Employees’ access and use of the Program and that Eligible Employees assent to the TOS is required upon Program enrollment.

**2. Fees and Payment:** Client shall pay SmartDollar annually for the Term of the Agreement as described below.

Client must provide SmartDollar with the exact number of Eligible Employees thirty (30) days before the Program launch date. New hires are included at no additional charge in an amount up to five percent (5%) of the Client’s Eligible Employee population as set forth below (the “Initial Eligible Population”). SmartDollar will increase pricing on an annual basis if the Client’s Initial Eligible Population increases by more than five percent (5%) during the Term at a rate of \$15.00 per Eligible Employee. The total annual fee for year two (2) and year three (3) is due thirty (30) days prior to the launch date anniversary. Delivery of services shall not commence until payment is received. Payment may be made by wire, ACH, or check.

<b>Launch Date</b>	<b>Initial Price Per Eligible Employee Per Year</b>	<b>Initial Eligible Population</b>	<b>One-Time Eligibility Fee</b>	<b>Total Annual Fees</b>	<b>Initial Payment Due Date</b>
May 20, 2021	\$15.00	393		\$5,895	4/30/2021

3. **Term and Termination:** The initial Term of this Agreement shall begin on the date of the later signature and shall continue for a period of three (3) years after the Launch Date. Either party may terminate this Agreement for a material breach of this Agreement that is not cured within thirty (30) days of written notice of such breach.

4. **Intellectual Property:** This Agreement is in no way intended to transfer any ownership rights in or to any intellectual property, whether trademark, copyright, trade secret, or other proprietary information of SmartDollar. All rights not expressly granted are hereby reserved. Client is not entitled to alter or modify the Program. Any use or license to any SmartDollar intellectual property or the Program

is strictly for the fulfillment of the obligations of this Agreement and shall immediately terminate upon expiration or termination hereof. SmartDollar may, from time to time, seek Client and/or Client's Eligible Employees' input when considering and testing improvements and enhancements to the Program (collectively, "Improvements"). Client hereby authorizes SmartDollar to seek such input on Improvements from Client and/or Client's Eligible Employees through any lawful means including through the administration of the Program, within the SmartDollar website, or within the EveryDollar® application. All feedback, statements, suggestions, or ideas given by Client and/or Client's Eligible Employees to SmartDollar may be used to develop new or enhance existing SmartDollar products or services (including the Program) and will be owned solely and exclusively by SmartDollar. Nothing herein shall require SmartDollar to implement any Improvement it may be testing with Client and/or Client's Eligible Employees.

4.1 SmartDollar grants Client the limited, revocable, nontransferable, non-sublicensable, right during the Term of this Agreement to use certain approved SmartDollar marks, images, or materials for the purposes stated in this Agreement. Any use by Client of the SmartDollar marks must be approved by SmartDollar in writing prior to their use. All rights not expressly granted are reserved to SmartDollar.

4.2 Notwithstanding anything to the contrary herein, during the Term, SmartDollar shall have the limited right to display Client's name on its website and other marketing materials solely for the purpose of identifying Client as a customer of SmartDollar. Accordingly, Client grants SmartDollar a limited license in Client's approved marks and logos for the foregoing limited purpose. All rights not expressly granted are reserved by Client.

**5. Confidentiality and Security:** The parties acknowledge that to fulfill their respective performance obligations under this Agreement ("Purpose") the parties may be required to disclose Confidential Information (as defined below). The parties agree to use commercially reasonable efforts to maintain the confidentiality and security of the other's Confidential Information and to use the same only for the Purpose, unless otherwise mutually agreed upon in writing.

5.1 "Confidential Information" means any information supplied by one party of this Agreement ("Discloser") to the other party ("Recipient") whether orally or in tangible medium that pertains to the Discloser's: (i) proprietary technology or computer software in all versions and forms of expression, regardless of whether such is under patent or registered copyright, or under a pending application therefor, or forms the basis for a patentable invention, or is held as a trade secret (collectively, the "Proprietary Technology"); (ii) manuals, notebooks, documentation, recorded data, technical information, pictures, illustrations, codes, formulas, or know-how related to any of its Proprietary Technology; (iii) customer, client, or employee personally identifiable information or personal financial information, and/or (iv) other non-public information, including, without limitation, creative works in progress, information regarding proposed product developments, contracts, financial data, marketing data, business methods, or business plans.

5.2 All right, title, and interest to Confidential Information remains with the Discloser. Except as is necessary to perform the services hereunder, no obligation to provide any Confidential Information is created.

5.3 This Agreement does not obligate or limit a Recipient with regard to any Confidential Information that: (i) was in Recipient's possession before receipt from Discloser; (ii) is or becomes a matter of general public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from another source, so long as the source was not then subject to a prohibition against disclosing the Confidential Information to Recipient; (iv) is expressly disclosed by Discloser without an obligation of nondisclosure; or (v) is independently developed by Recipient other than through the disclosure of the Confidential Information.

5.4 **Data Security.** SmartDollar shall provide a secure environment for all Client Data, the System, and other information associated with the SmartDollar Program as part of its performance under this Agreement. SmartDollar represents, warrants, and covenants that it will take commercially reasonable security measures in performance of its obligations under this Agreement, with respect to Program and System security as it pertains to Client and Client Data. SmartDollar, in performance of its obligations under this Agreement, agrees to:

(a) segment Client Data away from both internal and external users so that only authorized employees of SmartDollar or Client with a need to know such information can access such information;

(b) employ commercially reasonable external controls on Client Data necessary to prevent such data from being obtained, viewed, altered, or otherwise accessed by unauthorized users and to prevent its Systems from being compromised or breached;

(c) implement and adhere to a System Authentication Access Method whereby the logins of all of SmartDollar's System Administrators of information systems can be tracked and audited individually;

(d) have or use subcontractors that have adequate physical security controls in place at its data center and all other areas that store or process Client Data including controls such as cipher based access control, biometrics, video archives, and audit logs;

(e) have company security policies documented and all of those policies implemented, an executive summary of which will be reviewed with Client upon request; and

(f) promptly notify Client of any breach of its System security.

5.5 The parties acknowledge that SmartDollar may from time to time collect or compile statistical data derived from Eligible Employee access and use of the Program for SmartDollar's own lawful purposes, for reporting purposes to Client, and/or as provided for in the TOS. The parties agree that such data shall not be deemed confidential if the same is in a de-identified or anonymized aggregated state when used in such fashion.

6. **Relationship:** Nothing contained herein shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties other than that of independent contracting parties.

7. **Warranties:**

7.1 The parties warrant that: (1) they have full power and authority to enter this Agreement; (2) they will comply with applicable laws and regulations; and (3) entering this Agreement does not violate any agreement a party hereto may have in place with any third-party.

7.2 Client acknowledges that (i) SmartDollar is not a retirement plan fiduciary and offers no professional opinion or advice regarding legal, tax, investing, or other matters, including methods of payment for the Program; and (ii) it should seek and rely upon its counsel for fiduciary decisions, including whether to utilize plan assets for the purchase of a SmartDollar subscription.

7.3 SmartDollar warrants that the Program will comply, in all material respects, with any specifications provided by SmartDollar to Client or its Eligible Employees. SmartDollar further warrants that the Program has been tested using commercially-reasonable and industry appropriate means to ensure that the Program at the time of delivery is free from any viruses, worms, disabling programming codes, back-doors instructions or other such items that may threaten, infect, damage, disable or otherwise interfere with or grant access to Client's or a Eligible Employee's system or network.

7.4 CLIENT'S ONLY REMEDY FOR SMARTDOLLAR'S BREACH OF ANY WARRANTY WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY SMARTDOLLAR OF THE NONCONFORMING PRODUCT OR SERVICE. IF SMARTDOLLAR FAILS TO DELIVER THIS REMEDY, THEN CLIENT MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS AGREEMENT.

7.5 OTHER THAN AS EXPRESSLY STATED HEREIN THE PROGRAM, AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE PROGRAM ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. SMARTDOLLAR MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. SMARTDOLLAR EXPRESSLY EXCLUDES FROM THIS AGREEMENT THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SMARTDOLLAR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. SMARTDOLLAR IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

7.6 Unless otherwise agreed to in writing by authorized personnel of the parties, Client shall (i) only offer the Program to Eligible Employees that are employed in the United States; (ii) not, with respect to the Program, engage in the transmission or processing of Eligible Employee information across national borders or provide SmartDollar any Protected Health Information (PHI) as is defined by the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical

Health Act (HITECH Act) or provide SmartDollar any information that would require SmartDollar to be compliant with (a) the Payment Card Industry Security Standards (PCI DSS); or (b) EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR (i.e., EU General Data Protection Regulation 2016/679) and laws implementing or supplementing the GDPR.

8. **Indemnification**: SmartDollar shall defend Client from and against any claim and shall pay any damages and costs, awarded against Client or agreed through settlement by SmartDollar, including but not limited to reasonable attorney's fees directly caused by any claim by a third-party alleging infringement of any intellectual property right with respect to use of the SmartDollar Program in accordance with the terms of this Agreement, provided that SmartDollar will have received from Client (i) prompt written notice of such claim, but in any event, notice in sufficient time for SmartDollar to respond without prejudice; (ii) exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Client. SmartDollar will not settle any claim without Client's prior written consent, unless the settlement fully releases Client and does not require Client to pay any amount or admit any liability. Client may participate in the defense of any claim through counsel of its choosing at its cost and expense. If Client's use of the Program is enjoined, SmartDollar may substitute a substantially functionally similar product or procure first for the Client the right to continue using the Program, or, if after reasonable commercial efforts from SmartDollar cannot provide a substantially functionally similar product, SmartDollar or Client may terminate this Agreement. The foregoing obligations of SmartDollar shall not apply to the extent the claim arises from any unauthorized use of the Program.

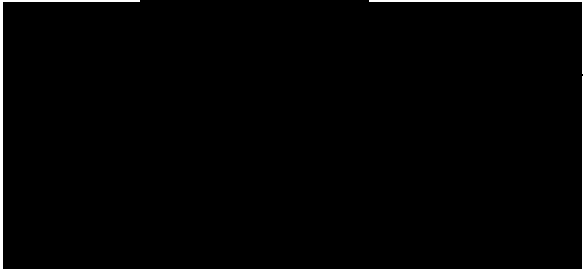
This section sets forth SmartDollar's sole liability and Client's sole remedy with respect to any third-party claim of intellectual property infringement.

9. **Limitation of Liability**: Neither party shall be liable to the other or any third-party for any special, consequential, incidental, punitive, or indirect damages, including but not limited to lost profits, lost royalties, goodwill, or cost of procurement of substitute goods or services, arising from or relating to any claim relating to this Agreement, whether such claim is based in contract, tort, or otherwise, even if the party has been advised of, or otherwise might have anticipated the possibility of any such loss or damage. Except for damages actually, directly, and solely caused by the gross negligence or willful misconduct of SmartDollar, SmartDollar's liability to Client for all claims arising out of the Agreement, whether in contract, tort, or otherwise will not exceed the amount paid by Client to SmartDollar during the twelve (12) month period preceding the date of the claim.

10. **Governing Law**: This Agreement, including all attachments, shall be governed by the laws of the State of Tennessee, and the exclusive venue for any dispute arising from this Agreement or the Program shall be in the state and federal courts having jurisdiction over Williamson County, Tennessee.

11. **Miscellaneous**: No right or obligation under this Agreement may be assigned or transferred without the prior written consent of the other party. This Agreement, and any incorporated attachments hereto, including UNT's standard addendum, state the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction, such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement.

**THE LAMPO GROUP, LLC**  
d/b/a SMARTDOLLAR®



Date: 05/05/2021

**SmartDollar Payment Instructions**

Make checks payable to:

SmartDollar  
1011 Reams Fleming Blvd  
Franklin, TN 37064  
615-614-4647

*Payment questions? Call your account executive, relationship manager or the phone number above.*

**UNIVERSITY OF NORTH TEXAS SYSTEM**



Date: 5/3/2021

**Client Accounts Payable Contact Information**



Email invoices@untsystem.edu

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) 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. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. 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. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

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 Gov’t 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. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t 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 the parties to attempt to resolve any claim for breach of contract against UNTS 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 Denton County, Texas, and venue for any suit filed against UNTD 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, UNTS’ 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, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. 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. UNTS 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 UNTS in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov’t 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. UNTS, 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 UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject 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.

**Limitations. UNTS 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 UNTS 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 not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.**

The Lampo Group, LLC  
dba SmartDollar

UNIVERSITY OF NORTH TEXAS SYSTEM

Date: 05/05/2021

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



UNT

UNT HEALTH SCIENCE CENTER

UNT DALLAS

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**Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.