

MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of the last signature date set forth below (the "Effective Date") by Paciolan, LLC with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and by the University of North Texas with a principal place of business at 1112 Dallas Drive, Suite 4000, Denton, Texas 76205 ("Customer").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

(A) **Data Account:** The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.

(B) **Documentation:** The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software supplied by Paciolan pursuant to this Agreement.

(C) **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(D) **Facility(ies):** Any venues operated or managed by Customer's Department of Athletics ("Athletics") or where Athletics otherwise operates, manages, or has the right or authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues.

(E) **Hardware:** All of that certain computer hardware, communications equipment, terminals and devices provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied by Paciolan during the Term.

(F) **Investment Addendum:** The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in Exhibit E, as may be amended and supplemented from time to time.

(G) **Paciolan Software:** The proprietary software of Paciolan, in object code form only, set forth in the

Investment Addendum, including any updates, modifications, or customizations.

(H) **Professional Services:** The professional services to be provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.

(I) **Sellable Capacity:** means the admission capacity of the Facility for any particular Event.

(J) **Software:** Paciolan Software and Third-Party Software.

(K) **Support Services:** The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.

(L) **System:** The data processing system consisting of the hosting subscription services, Hardware and Software licensed and/or provided to Customer.

(M) **Ticket:** A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology or delivered via mobile technology.

(N) **Third-Party Software:** The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.

2. **Term and Termination**

(A) **Term.** The term of this Agreement shall begin on the Effective Date and continue for five (5)

years ("Initial Term") and shall automatically renew for subsequent one (1) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon written notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.

(B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days to cure such breach; or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(C) Effects of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination, including, but not limited to, accrued fees. Any and all provisions in this Agreement which would reasonably be expected to survive termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership, limitations of liability, audit rights, and effects of termination.

3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license to use the Software in order to use the System for internal business purposes and for purposes of selling Tickets and related items only, subject to the number of users and other restrictions, if any identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. The Software shall be used

only for the processing of transactions in connection with Customer's own business, unless otherwise expressly authorized under this Agreement. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

(B) Restrictions. Customer shall limit the use of the System to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other than Paciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) disassemble, re-manufacture, re-configure, enhance, modify, create derivative works, decompile or reverse engineer the Software in any way nor merge the Software into any other program for any purpose, or (f) transfer, license or sub-license, assign, rent, sell, grant or otherwise make available the Software, or any rights therein or copies or derivatives thereof, unless expressly authorized by Paciolan under this Agreement.

(C) Ownership. Customer agrees that all rights, title and interest to the Software, including but not limited to, the intellectual property rights therein, the Documentation, enhancements, conversions, upgrades, updates, enhancements, customizations, integrations, additions, modifications thereto and information contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise (hereafter "Proprietary Information") shall be and remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement.

(D) Exclusive Use. Customer, on behalf of Athletics, agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing for all Events at all Facilities, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the

sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Athletics shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing; or (ii) allow, permit or authorize any Athletics media, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence.

4. e.Venue.

(A) Web Site Services. Paciolan will create and maintain at a location of its choosing, Customer-branded Internet sites (the "Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.

(B) Customer Responsibilities. Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, used to complete transactions on the Sites and to monitor the Sites.

(C) Customer Marks, Customer Content. Paciolan shall have the right and license to utilize and display such names, logos, brand marks (collectively, ("Customer Marks")) and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Sites and for purposes of this Agreement. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. Each page of the Site may include an attribution to Paciolan as follows: "Powered by Paciolan", which may be modified by Paciolan, with written approval (including email) of Customer, which shall not be unreasonably withheld, conditioned or delayed.

(D) Marketing. Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolan client in monthly newsletters for distribution to event industry clients, in product boilerplate information, and in future releases about Paciolan products and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolan to stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a mutually-agreed press release regarding the execution of this Agreement within thirty (30) days of the request, subject to the prior written approval of the release language by both parties, which shall not be unreasonably withheld, conditioned or delayed.

5. Hardware. Paciolan shall provide to Customer the Hardware listed on the Investment Addendum. All right, title and ownership to such Hardware shall transfer to Customer upon delivery of the Hardware. Customer assumes and shall bear the entire risk of loss and damage to the Hardware upon delivery to the Customer. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third-party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third-party software, then the use of such third-party software by Customer shall be subject to such licenses.

6. Third-Party Software. To the extent any Third-Party Software is subject to an end user license or other applicable license terms of the owner of such Third-Party Software, then the use of such Third-Party Software shall be subject to such licenses.

7. Fees and Payment Terms

(A) Fees. Customer agrees to pay Paciolan the fees set forth on the Investment Addendum in accordance with the terms set forth in the Investment Addendum and this Agreement.

(B) Invoices and Payment Terms. Invoices are due and payable by Customer within thirty (30) days from receipt of the invoice. Invoices may be transmitted via email.

(D) Separately Billable Items. Subject to the advance written approval of Customer, which may be via email, Customer shall reimburse Paciolan for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses.

(E) Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or other item) or Hardware covered by this Agreement, excluding taxes on Paciolan's income.

(F) Hardware Allocation. Paciolan shall provide Customer with up to \$65,000 of additional Hardware under this Agreement, which opportunity to receive such Hardware at no charge shall expire on the one (1) year anniversary of the Effective Date (i.e. use it or lose it).

(G) Credit Card Processing. Paciolan shall collect all money received from sales managed by Paciolan for Customer and holding all monies, including applicable taxes, less amounts due Paciolan, for the benefit of Customer and, where applicable, Event promoters. Paciolan will make such funds available to Customer by ACH Transfer, less any amounts due Paciolan by Customer according to the Investment Addendum or as otherwise reserved as provided herein (the "Settlement"). Each dispersal of funds to Customer shall be accompanied by a System report. System reports will form the basis for determining the gross receipts and deductions for Customer sales and shall be conclusive as to all amounts contained therein. At all times during the Term and for one (1) year thereafter, but no more than once per year, Customer shall have the right, at its own expense and on reasonable prior notice, to audit sales managed by Paciolan for Customer. Paciolan shall provide Customer with the ability to process payment for all sales with Visa, MasterCard, Discover, and American Express credit cards. Processing fees charged to Customer by Paciolan are set forth on the Investment Addendum and are subject to automatic increase due to increases imposed on Paciolan by its merchant bank. In the event processing fees are increased as provided in the preceding sentence, Paciolan agrees to provide notice within a

reasonable time to Customer. In the event the increase imposed on Paciolan is objectively unreasonable or renders Customer's performance under this Agreement commercially impracticable, the parties agree to renegotiate in good faith the financial terms of this Agreement. Customer also agrees to pay all credit card fees relative to the purchase price of such sales, any additional convenience fees that Customer may add to the sale, taxes or any other charges added to the price, and all fees imposed by the merchant bank or any credit card network or association for refunds that Customer may make or authorize Paciolan to make. Customer is responsible for all costs or expenses related to fraudulent credit card use, charge-backs or disputes, and any other fees associated therewith (individually and collectively "Charge-Backs"). Paciolan will make every reasonable effort to document the Charge-Backs with its merchant bank and to rectify the Charge-Backs with purchasers. Any unresolved Charge-Backs will be documented to Customer and deducted at Settlement. Customer acknowledges that due to banking regulations, Charge-Backs which occur under this Agreement may occur up to eighteen (18) months from the date in which a purchaser has conducted a transaction through the System. Charge-Backs which are a result of fraud have no timeframe limitation on purchaser's and/or card holder's ability to recover such charges. At the conclusion of the Term, Paciolan will retain five thousand dollars (\$5,000) from the final Settlement for six (6) months for any unresolved Charge-Backs. All funds retained by Paciolan for unresolved Charge-Backs will be in an interest bearing account (based on the six (6) month Treasury Bill rate in effect at the end of the Term) on behalf of the Customer. Customer acknowledges and agrees that in the case of any cancellation of an Event for which Paciolan processes payment via credit card, Paciolan is obligated to make refunds to those Ticket buyers that paid for Tickets via credit card, within two (2) business days of the time of Customer's announcement of the cancellation of the Event. Customer authorizes Paciolan to refund the Customer established Ticket price and convenience fee(s) and shall (i) promptly and effectively advertise to the general public its policy and procedures on refunds to Ticket holders and, (ii) within two (2) business days of Customer's announcement of the cancelled Event, provide Paciolan with sufficient funds, based on the System reports, to make such refunds, provided that Paciolan may withhold funds from the sale of Tickets to other Events to the extent of any deficiency in funds to make refunds. Any failure by Customer to timely remit the required funds as requested by Paciolan shall entitle Paciolan to terminate the Original

Agreement in addition to any other right to which Paciolan may then be entitled. As a condition to any termination of the Agreement by Customer, whether upon expiration of the Term or otherwise, Customer shall be required to remit to Paciolan funds equal to the Ticket price and convenience fees for all Tickets sold via credit card for Events of Customer scheduled to occur after the date of termination (each a "Post Termination Event"), which Paciolan shall deposit in an interest bearing segregated account and from which Paciolan shall be entitled to pay refunds on account of any Post Termination Event which is cancelled. Upon the occurrence of any Post Termination Event, Paciolan shall remit to Customer, within two (2) business days from the date of such Post Termination Event, an amount equal to the Ticket price and convenience fees sold via credit card for such Post Termination Event held in the Paciolan segregated account, together with interest earned thereon, less any amounts due Paciolan from Customer.

8. **Confidentiality.** The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their vendors, product roadmap, business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, RFPs or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential given the type of information and/or the circumstances of disclosure shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential Information strictly

confidential and will only use the Confidential Information of the other party as contemplated by the Agreement. Each party shall not disclose to any third party any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, affiliates, legal and financial advisors, who are bound by obligations of confidentiality ("Representatives"). Each party shall be responsible for its Representatives' compliance with the confidentiality provisions in this Section with respect to the Confidential Information of the other party shared with such Representatives. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including, but not limited to, pursuant to applicable open records laws), notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 8 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to seek injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

9. **Customer Data.** Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through the System (the "Customer Data") in accordance with Customer's own posted privacy policies, which shall comply with all applicable laws, including but not limited to applicable local, state and federal privacy laws. Customer Data shall be the Confidential Information of Customer. Paciolan also requires that Customer include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan.

10. Representations and Warranties.

(A) Paciolan warrants that the Paciolan Software will materially perform in accordance with the Documentation. If the Paciolan Software fails to materially perform in accordance with the Documentation, Paciolan's sole obligation under this warranty is to remedy such failure by repairing or replacing the Paciolan Software, in a manner consistent with Paciolan's regular business practices.

(B) THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PACIOLAN. PACIOLAN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.

(C) Each party represents and covenants that: (i) this Agreement has been duly authorized, executed and delivered on behalf of the party by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to either party or violate the rights of any third party, or result in any breach of, constitute a default under any agreement to which such party is a party; and (iii) no agreement or understanding between the parties and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

11. Limitation of Liability. IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST OR DESTROYED DATA, LOST TICKET OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, EVEN IF PACIOLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND

PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLAN HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLAN IN DEFAULT UNDER THIS AGREEMENT. IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

12. Support Services. Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations.

13. Services.

(A) The delivery of all Professional Services, if any, and subscription services, if any, to Customer will be governed as provided in this Agreement and the Investment Addendum or a Statement of Work. Acceptance of each applicable component of the System and the corresponding Professional Services, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the System is delivered and available for Customer use. Upon Customer's first use of the applicable component of the System, Customer shall provide Paciolan with a certificate of acceptance.

(B) Hosted Services. Paciolan shall provide the Hosted Services described in the Hosted Services Addendum attached hereto as Exhibit B.

14. Miscellaneous. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by overnight courier with proof of delivery. Notices will be deemed effective the day of delivery. This Agreement is governed by California law, excluding that state's choice of law rules. For any dispute arising out of or relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Orange County, California. Neither party will be liable for inadequate performance to the extent caused by a condition (for

example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Nothing in this Agreement will limit either party's ability to seek equitable relief. Any amendment (which may be in the form of an addendum) must be in writing and expressly state that it is amending this Agreement. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement. Without the prior written consent of other party, neither party shall assign or transfer this Agreement, except in the event of an assignment by a party to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative. Addendum attached hereto and incorporated herein for all purposes.

PACIOLAN, LLC

UNIVERSITY OF NORTH TEXAS



Date: 6/6/18

Date: 6/11/18

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: PACMAIL ADDENDM

This PACMail Addendum ("Addendum") sets forth additional terms and conditions applicable to the license granted to the PACMAIL component of the Software. This Addendum shall be subject to the terms and conditions of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

1. **Defined Terms.**

"Advertising Materials" means the promotional and/or creative content of email messages sent under this Addendum on behalf of Customer.

"Collecting Entity" means the entity that collects email addresses for use under this Addendum.

"E-mail" or "email" means any electronic mail transmission (whether in the form of messages and/or files) that is sent or received by Customer through use of the PACMail Software.

"Landing Zone" or "landing zone" means the mutually agreed upon data format between Customer and Paciolan with respect to fields included, data types and delimiters.

"Notice to Users" means an online notice to Users describing the practices of Customer and/or their respective vendors regarding the collection, use and disclosure of email addresses, and the Opt-Out Opportunity of such User. Where required by applicable law, "Notice to Users" also means notification to the appropriate governmental registrar or entity regarding the practices of Customer and/or its agents regarding the collection, use and disclosure of email addresses.

"Opt-Out Opportunity" means an effective medium by which a User can notify Customer that the User declines to participate in the practices of Customer regarding the collection, use and disclosure of email addresses.

"Privacy Rules, Regulation and Principles" means rules, regulations and principles promulgated by government entities, industry self-regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, those applicable and currently in effect as well as any future rule, regulation, or guideline that may be so promulgated with respect to privacy or data protection, each as amended and supplemented from time to time.

"User" means the person corresponding to an email address.

"User Consent" means: (i) for email addresses collected outside the United States, consent required under applicable law; and (ii) for email addresses collected in

the United States means an affirmative act by the User giving Customer or its agents/vendors permission to send promotional email messages to the User. User Consent may be given at the time that the Collecting Entity collects the email address or as otherwise proscribed by applicable law.

"Web Site" means any point of presence maintained on the Internet or on any other public data network.

2. **Delivery of Licensed Services; Licenses.**

(A) **Delivery.** Paciolan licenses proprietary technologies and processes to provide Customer with the "Licensed Services", which include an Internet-based, email marketing solution that allows Customer to send email promotional messages to fans, patrons or visitors (i.e. Users). The Licensed Services will be accessible to Customer through an Internet site hosted by Paciolan or its licensors at a URL to be designated by Paciolan from time to time (collectively, the "Site").

(B) **Ownership: No Implied Licenses** The Intellectual Property Rights in the "look and feel" of the Site and/or the content provided by Customer shall be owned by Customer; provided, however, that all of the Intellectual Property Rights in the underlying software utilized in connection with the Site, including, without limitation, the PACMail component of the Paciolan Software, shall be owned exclusively by Paciolan or its licensors. All Intellectual Property Rights in the Customer Marks (as defined below), shall be owned exclusively by Customer (it being understood that Paciolan shall have the right and license to utilize and display such Customer Mark upon prior written approval of Customer and to the extent necessary to include such names, logos and other Customer content on the Site). "Intellectual Property Rights" means worldwide rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, (ii) trademarks, service marks, domain names, trade dress, logos, and other brand or source distinctions, including related registrations and applications for registration, (iii) works of authorship, including copyright registrations, applications therefore, and moral rights, (iv) trade secrets and know-how, (v) divisions, continuations, renewals and re-issuances of the foregoing now existing or acquired in the future, and (vi) other intellectual property rights of any type throughout the world. Except as provided with respect to Customer License in Section 1(d), nothing set forth in

this Addendum shall be deemed to grant or imply any license to the Site.

(C) Customer Marks. All proposed uses by Paciolan of the Customer trademarks, trade names, logos and other brand marks (collectively the "Customer Marks") are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and all rights therein belong exclusively to Customer. Each page of the Site shall include an attribution to Paciolan. Paciolan reserves the right to modify this attribution from time to time during the term of this Addendum and update the attribution on the Site.

(D) Customer License. Paciolan hereby grants to Customer a non-exclusive, non-transferable license (the "Customer License") to access and use the Site and to conduct and use the Site for Customer's internal business purposes.

(E) License Restrictions. The Customer License shall be subject to the following restrictions: (i) Customer shall access and use the Site only for the intended uses and purposes for which the Site is designed; (ii) Customer shall not knowingly permit any person, other than its authorized employees, agents or contractors who have been assigned passwords by its system administrator, to access the Site; (iii) Customer shall not have any access to the source code to the Site and shall not reverse engineer, reverse assemble, decompile or otherwise derive source code from the Site; (iv) the Customer shall not remove, modify or obscure any copyright, trademark, patent and other proprietary notices that appear on the Site, or during the use of such solution; and (v) except as set forth herein, the Customer shall not rent, lease or lend the Site to any third party.

3. Customer Warranties. Customer represents and warrants that: (a) Customer has the right to enter into this Addendum and fully perform the obligations herein; (b) there is no contract, commitment or agreement to which Customer is a party that conflicts with this Addendum; (c) Customer shall comply with all applicable laws (including, but not limited to, applicable Privacy Rules, Regulations and Principles); and (d) Customer has the skill and experience necessary to the perform the services contemplated by this Addendum in a professional manner. Customer further represents and warrants that: (i) Customer has all authority, by ownership, license or otherwise, to use and publish the entire content of the Advertising Materials; and (ii) Customer or its agents has the right, either by ownership or license, to use, publish and supply to Paciolan the email addresses contemplated hereunder. Customer hereby expressly disclaims any representations and

warranties by Paciolan's licensor of the Licensed Services to Customer, and all liability of such licensor to Customer.

4. Customer Responsibilities. Customer agrees to:

(A) Update Customer's corporate web site with marketing information regarding the Site;

(B) Establish a client login button, if applicable, on Customer's corporate web site that will transport the client (i.e. customer of Customer) to the Site;

(C) Not permit any service competitive with the Site to originate from or be accessed by the Customer's Website;

(D) Not use the Software or services provided hereunder to promote the offerings of any third-party ticketing solutions provider, except as expressly approved by Paciolan in writing; and

(E) Further ensure that its privacy policy, as may be amended from time to time, complies with all applicable state and federal laws, rules and regulations, including, without limitation, Privacy Rules, Regulation and Principles. Customer shall publish its standard privacy policy in a prominent location on the Site for viewing by clients and shall provide adequate notice, disclosure and choice to clients regarding its collection, use and disclosure of client information.

(F) Agrees that, in connection with its use of the Licensed Services and PACMail Software and without limiting the generality of the obligations of Customer contained elsewhere herein, Customer shall ensure that (i) Customer's use of the Licensed Services and PACMail Software, including email addresses, under this Addendum will not violate any applicable Privacy Rules, Regulations or Principles, (ii) for all email addresses used by Customer under this Addendum, the User will have been given a Notice to Users and an Opt Out Opportunity, and the User will have given his or her User Consent, as appropriate for the country or residence of such User, and (iii) Customer will not send unlawful or unsolicited email (commonly known as "spam" or "junk" mail).

(G) Conduct business in a manner which reflects favorably at all times on the goodwill and reputation of Paciolan, and will avoid deceptive, misleading and unethical practices.

5. Additional Terms. In the event that Paciolan becomes aware of or believes in Paciolan's reasonable

judgment, based on Paciolan's information from carriers of email messages or other industry self-regulatory organization or other industry overseer, that any email activity delivery by Paciolan or Customer for Customer under this Addendum includes messages to Users in violation of the terms of this Addendum, Paciolan shall have the right to take any and all of the actions described below in this section until such time as Paciolan can confirm the compliance of Customer with this Addendum. Paciolan will immediately notify Customer of such noncompliance and allow Customer to join the actions to confirm such compliance. In the event that Paciolan determines, after consultation with Customer, that email activity included messages to Users in violation of this Addendum, then: (a) Paciolan may cease further email activity for the particular mailing upon notice to Customer; (b) Paciolan may cease to service Customer until such time as Paciolan reasonably assures itself that Customer's information and email messages are and will continue to comply with this Addendum; (c) if Paciolan believes, in its sole discretion and reasonable judgment, that as a result of continued services to Customer, Paciolan may be restricted from distributing emails over certain networks or be "blacklisted" by an industry self-regulatory organization or other industry overseers, Paciolan may cease to provide any further service to Customer until such time as Paciolan can be reasonably assured that, by continued services to Customer, such industry self-regulatory organization or other industry overseer will not restrict Paciolan from distributing emails over certain networks, blacklist Paciolan or otherwise interrupt service to or from Paciolan. Paciolan and Customer will work diligently to resolve any issues in this area to the benefit of all parties. Paciolan shall not have any right to discontinue the services hereunder if such restriction or blacklisting is a result of anything other than Paciolan's service to Customer (e.g. for Paciolan's services to its other customers, or for general trends among privacy interest groups). If during any six (6) month period, the actions or failures of Customer give rise to the right of Paciolan with respect to three (3) separate campaigns to rightfully discontinue services pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service notice, which notice shall inform Customer that it has thirty (30) days to provide to Paciolan a written plan to remedy the failures as described above (a "Remedy Plan"). In the event that (a) Paciolan does not receive a Remedy Plan, or (b) during the ninety (90) days following receipt of the Remedy Plan another action or failure of Customer gives rise to the right of Paciolan to discontinue services with respect to Customer pursuant to this Addendum, Paciolan shall have the right to provide Customer with a non-service termination notice, which notice shall inform Customer that it has thirty (30) days from such notice to notify Paciolan of Customer

election to either commence self services of the product (such self-service to commence within 180 days of the notice or such other date as the parties may determine), or terminate this Addendum. In the event of termination of this Addendum pursuant to this section, Paciolan will continue to service opt-in clients of Customer 180 days from notice by Customer of its election to terminate.

6. **Indemnification.** Customer shall defend and indemnify Paciolan and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section, "Paciolan's Indemnitees") against, and hold Paciolan's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any breach under this Addendum by Customer or any of its officers, directors, employees and agents; (ii) use of the Services; (iii) use of the Site; or (iv) Customer's use of customer data.

7. **Termination.** Either party may terminate this Addendum at any time for convenience with a five (5) month advance written notice to the other Party.

EXHIBIT B: HOSTED SERVICES ADDENDUM

Data Center and Services

- Paciolan shall, at its sole expense maintain a central computer facility ("Data Center") at such location as it shall deem necessary for the operation of the System.
- Paciolan's Data Center is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be performed outside the standard maintenance window and which will affect System availability. Paciolan will make all reasonable efforts to accommodate Customer's system availability needs outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- Paciolan is responsible for system administrative activities including the following:
 - Software maintenance
 - Hardware maintenance and upgrades as needed for hardware owned by Paciolan
 - Reasonable backups of critical data
 - Monitoring of System availability and responsiveness

Security

- Remote System access is controlled via firewalls
- Controlled physical access to the Data Center
- Managed System administration level access is limited to Paciolan team members.

Other Products and Services

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan's Data Center. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Software upgrades, if and when available, for licensed copies of the Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third-Party Software listed on the Investment Addendum for no additional charge (unless stated otherwise in the Investment Addendum)
- Support Services

For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:

- Third-party software not listed on the Investment Addendum, initial setup and monthly cost for frame relay connection to payment processor
- Custom programming
- Travel & related expenses
- Transaction fees set forth on the Investment Addendum attached to this Agreement.
- Additional training or consulting services requested during the term of the Agreement.

EXHIBIT C: CRM STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the Agreement.

1. Project Overview

Paciolan offers implementation and ongoing consulting Professional Services for Customers of Salesforce.com ("SFDC"), an on-demand customer relationship management ("CRM") application. Customer shall be responsible for purchasing the SFDC products, licenses and subscription services pursuant to a separate agreement between SFDC and Customer.

2. Scope

The scope of the Professional Services to be completed for Customer is set forth in this SOW. Paciolan's duties consist of: (i) installation of CUSTOMER's SFDC instance and (ii) administration and strategic consulting and support of the CUSTOMER's SFDC CRM application as set forth in Section 3.

3. Scoping, Timeline for Work and Service Level

- a. This SOW is based upon a standalone instance of SFDC and the number of consulting hours required for Paciolan to provide the Professional Services.
- b. Professional Services consist of:
 - a. User set-up, security and profiles
 - b. Campaign, report and dashboard building
 - c. Data; Loading
- c. Service Level. Paciolan will use commercially reasonable efforts to provide a response to email or phone requests within 2 business days. Depending on the nature of the request, and whether or not the data that is needed is comprehensive, accurate and present, Paciolan cannot make commitments to the completion service level. Paciolan will provide an estimated time to complete after assessing all requests and will communicate that to the CUSTOMER. Paciolan assumes that end-users from CUSTOMER will be readily available to provide answers needed to complete SFDC CRM admin ongoing tasks / reports / campaigns / dashboards, etc.

4. Points of Contact

| | | | |
|----------|-------------|---|----------------|
| Paciolan | Kyle Murphy | 5171 California Ave. Suite 200 Irvine, CA 92617 | (484) 875-7315 |
| Customer | | | |

5. Assumptions

Paciolan's performance of the Professional Services shall be contingent upon Customer's performance of the obligations below:

- a. CUSTOMER shall provide to Paciolan a SFDC administrative user name and password for use in the delivery of Professional Services identified in this SOW. Customer represents that Customer will have all rights, consents, authorizations and licenses to grant Paciolan such access.
- b. The Professional Services shall begin upon CUSTOMER's execution of the SOW.
- c. Technology Infrastructure – CUSTOMER is responsible for any needed work or activity related to acquiring and installing appropriate software and hardware to support the Professional Services.
- d. Software – CUSTOMER represents that it has all appropriate software licenses required for the systems in place for the Professional Services including the appropriate SFDC CRM license edition to accomplish the Professional Services (including data storage). Paciolan will use its own third-party administrative tools, which will remain in Paciolan's possession.
- e. Standard Desktop Build – CUSTOMER represents that its desktop includes necessary software and versions as required by SFDC desktop components and plug-ins (ex. SFDC for Outlook plug-in). Additionally, all users have necessary desktop permissions required by SFDC desktop components and plug-ins if applicable.
- f. Desktop Deployment – Any software deployment will be the responsibility of CUSTOMER. Additionally, CUSTOMER's preferred mechanism for software deployment must be supported by SFDC.
- g. Customer Resources (Empowerment) – CUSTOMER will identify appropriate internal resources that will be available to work with Paciolan to conduct the Professional Services.

6. Fees

The fees in this SOW were developed using information gathered from documents and/or information provided by CUSTOMER. The Professional Services described in this SOW are based on such documents and information. Any Professional Services required outside of the Professional Services described herein shall be set forth in a separate Statement of Work. The fees in this SOW are based on a standalone instance of SFDC.

The fee for the installation and for administration Professional Services for the Initial Term will included in the Annual Hosting Subscription. CUSTOMER will receive one (1) in-person visit for initial implementation and training. CUSTOMER shall reimburse Paciolan for Travel expenses (airfare, meals, lodging, etc.), incurred in connection with the in-person visit.

SFDC licenses and third-party products are not included the above fee.

7. Payment Terms

Paciolan will invoice CUSTOMER pursuant to the Fees and Payment Terms in the Investment Addendum. The SOW fee for Professional Services outlined above are exclusive of travel and expenses ("T&E").

EXHIBIT D: MERCHANT SERVICES ADDENDUM

This Merchant Service Addendum ("Addendum") sets for certain terms, conditions, obligations and commitments by Paciolan and Customer applicable to the merchant credit card processing services ("Services") to be provided by Paciolan to Customer.

1. PCIDSS. Paciolan will achieve and maintain Payment Card Industry Data Security Standard ("PCIDSS") compliance against the version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. Upon Customer's written request, Paciolan will provide Customer with evidence of its compliance with PCI DSS. Paciolan acknowledges that Paciolan is responsible for implementing and maintaining reasonable security measures in compliance with PCI DSS for the security of cardholder data that Paciolan stores, processes or transmits on behalf of Customer. In the event of a known breach, or intrusion of, or otherwise unauthorized access to cardholder data stored at or for Paciolan on behalf of Customer, Paciolan shall immediately notify Customer, and provide Customer and its Qualified Security Assessors (QSAs) with reasonable access to Paciolan's applicable facilities, personnel and records to conduct a review of Paciolan's compliance with the PCI DSS requirements. Paciolan will not be liable for the disclosure, monitoring, loss, alteration or corruption of cardholder data or other customer data to the extent it results from Customer's failure to implement and enforce reasonable security measures, including but not limited to comply with this Addendum and currently acceptable PCI DSS controls, to protect against the unauthorized use of facilities, computing devices, network access, and passwords.

2. Paciolan Obligations and Responsibilities.

- a. Paciolan, in its hosted center, will maintain a network with firewalls and will monitor and test the network security. Paciolan will oversee an annual Self-Assessment Questionnaire (SAQ) process and training for its personnel.
- b. Paciolan will provide Point-to-Point Encryption (P2PE) devices and associated solution for purposes of its compliance obligations in this Addendum. Paciolan will undertake the following:
 - i. Administer and monitor the chain of handling of the P2PE devices.
 - ii. Monitor the compliance validation of any third-party Services providers of Paciolan, with whom Paciolan would be sharing cardholder data.
 - iii. Develop, implement, maintain, communicate and document security policies and operational procedures for protecting stored cardholder data.
 - iv. Maintain a list of P2PE devices deployed at Customer location, including method of identification of such devices.

3. Customer Obligations and Responsibilities.

- a. In order to begin accepting credit card payments, each Customer business unit must receive prior written approval from Paciolan, which may be via email. All Customer business units that process credit card and debit card transactions under Paciolan's Services must ensure that the payment process and related recordkeeping procedures follow Paciolan's policies and procedures, PCIDSS and all applicable laws. These procedures apply to all Customer employees, contractors, tenant teams, outlets, students, agents, vendors and other personnel ("Customer Personnel") involved in the processing of debit and credit card payments in connection with the Services. Customer shall be responsible and liable for Customer's Personnel's compliance with this Addendum.
- b. Customer will be responsible for ensuring all users of Paciolan's ticketing systems, services and environment (System) employed, engaged, contracted, retained by or associated with Customer, including but not limited to, Customer Personnel, comply with this Addendum. Customer will complete an annual review of this Addendum and verify its and its Customer Personnel's commitment to comply with this Addendum, provide adequate training and informational meetings to Customer Personnel handling credit card functions, and implement appropriate procedures as provided in this Addendum. In addition, Customer:
 - i. Will ensure all payment processing is only via the validated PCI Point-to-Point Encryption (P2PE) solution approved and listed by Paciolan, unless Paciolan authorizes the use of other means in circumstances wherein the P2PE solution provider has outages or maintenance.
 - ii. Will ensure that the only systems in the Customer environment that process or transmit account data are the Point of Interaction (POI) devices, using Paciolan approved payment application (Pac7) which are approved for use with the validated and PCI-listed P2PE solution.
 - iii. Will not otherwise receive or transmit cardholder data electronically.
 - iv. Will Implement all controls in the P2PE Instruction Manual (PIM) provided by the P2PE solution provider.

- v. Will protect the P2PE devices that capture payment card data via direct physical interaction against tampering and substitution, by periodically inspecting such devices, training Customer Personnel to be aware of suspicious behavior and reporting any tampering or substitution of such devices.
- vi. Ensure that each Customer Personnel read and comply with this Addendum.
- c. Customer shall be responsible for and ensure the following:
 - i. Any Customer department and/or Customer Personnel that accepts, captures, stores, transmits and/or processes credit or debit card information must comply with this Addendum and participate in the annual self-assessment process and training.
 - ii. Only authorized and properly trained Customer Personnel may accept and/or access credit or debit card information. No other individuals may have access to credit card information.
 - iii. Customer may only accept and process credit and debit card payments by methods that are approved by the Paciolan's authorized personnel. Customer may only utilize card payment methods authorized in writing by Paciolan's authorized personnel.
 - iv. Paciolan has contracted with VISA Cybersource to provide credit card payment gateway services and Bluefin Payment Systems to provide PCI-DSS validated P2PE card-swiping devices. The Bluefin Payment Systems' ID Tech SRedKEY device is the authorized method of payment processing for on-line credit card transactions. Paciolan uses a version of Cybersource which has also been certified as compliant with PCI-DSS.
 - v. Electronic storage of credit card information at Customer location devices will not occur because of the increased risk that it presents.
 - vi. Each Customer Personnel who has access to credit or debit card information is responsible for protecting that information on behalf of Customer. Credit and debit card information must be securely destroyed as soon as it is no longer necessary to maintain the information by Customer. Physical documents containing credit or debit card information must be stored by Customer in secured access-controlled locations such as locked cabinets. The validation code and personal identification number should not be stored in any form. In no case should credit card information be transmitted by Customer or Customer Personnel via insecure protocols like email or text message.
 - vii. Each Customer department that handles credit card information must have written procedures for complying with PCI-DSS and providing appropriate segregation of duties.
 - viii. Suspected theft of credit or debit card information or inappropriate activity must be reported immediately to Paciolan's Technical Security Staff and Paciolan's Customer Services Department.
- d. Customer shall ensure that Customer and Customer personnel comply with the following:
 - i. Customer and Customer Personnel will NOT do the following:
 - 1. Do not transmit cardholder's credit card data by e-mail or fax;
 - 2. Do not store credit card data for repeat customers on paper in an unsecured area;
 - 3. Do not store PIN or CVV2/CVC2/CID number;
 - 4. Do not electronically store on any system, computer file or server, any unencrypted credit card data;
 - 5. Do not electronically store any credit card data on laptop or PC's;
 - 6. Do not share user IDs for systems access;
 - 7. Never acquire or disclose any cardholder's data without the cardholder's consent;
 - 8. Do not use Paciolan TRes product (via SBClient) to process, transmit or look-up credit card data; and
 - 9. Do not perform any credit card related functions (Process, transmit or look-up) via the Pac7 interface with the check box for "Use Encrypted Card Reader" unchecked within the payment options under Pac7 controls.
 - ii. Customer and Customer Personnel will do the following:
 - 1. Store all physical documents containing credit card data in a locked drawer, locked file cabinet, or locked office;
 - 2. Maintain strict control over the internal and external distribution that contains credit card data;
 - 3. Change vendor supplied or default passwords;
 - 4. Ensure that passwords conform with Paciolan's information security rules and recommendations
 - a. Require all passwords to be at least 7 characters in length;
 - b. Require complex passwords, consisting of both numeric and alphabetic characters; and
 - c. Require that new passwords for operator user accounts cannot be the same as the four previously used passwords.
 - 5. Properly dispose of any media containing credit card data;

6. If Customer receives an unencrypted email from a customer with credit card data notify the customer that they should no longer send this information via email and delete email immediately;
7. Process all credit card related transactions only using the Pac7 application via the ID Tech SRedKey device only;
8. Establish, publish and maintain an information security policy for Customer Personnel and disseminate to all relevant Customer Personnel. Review and update such policy at least annually; and
9. Ensure all users of the Services and handling functions related to credit cards, review this Addendum and acknowledge the responsibilities.

e. Customer's or Customer Personnel's failure to comply with this Addendum may result in (i) loss of Customer's ability to process credit card transactions, (ii) substantial fines and (iii) increased auditing requirements if such failure results in a data breach of the credit card information. If Customer or Customer Personnel breach any term of this Addendum, Paciolan may suspend or terminate this Addendum and the Services.

f. If Paciolan is required to undertake remedial action and/or incur penalties, costs and expenses due to Customer's failure to perform its obligations under this Addendum or Customer's breach of this Addendum, then Customer will reimburse Paciolan for such penalties, expenses and costs. For the purposes of this section, remedial action may include, without limitation, improvements to Customer security measures; notice to individuals, credit reporting agencies, public authorities and other entities; Paciolan service support; credit monitoring and defense and satisfaction of third-party claims.

g. Customer agrees to defend, indemnify and hold harmless Paciolan, its affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns (collectively, the "Indemnitees"), against, and to hold the Indemnitees harmless from, any and all judgments, expenses, fines, penalties, or other losses which may be suffered by, imposed on, or incurred by any of the Indemnitees as a result of: (a) any breach of this Addendum by Customer or its agents, subcontractors or employees and (b) Customer's violation of any laws, including, without limitation, all applicable federal, state and foreign privacy and data protection laws.

h. Customer shall provide Paciolan with reasonable access to Customer's applicable facilities, personnel and records to conduct a review of Customer's compliance with this Addendum.

EXHIBIT E: INVESTMENT ADDENDUM

| HARDWARE, SOFTWARE AND SERVICES | | |
|--|--|----------|
| Qty | Description | |
| HARDWARE | | |
| 27 | Credit Card Swipe | |
| TBD | Virtual SSL VPN License | |
| SOFTWARE | | |
| Paciolan Software | | |
| 1 | t.Res Software License | |
| 1 | PAC Fund Software License | |
| 1 | Paciolan client Software for use with Seat Map | |
| 1 | System Access Management Software for use with Access Management | |
| 1 | t.Credit Software License | |
| 1 | e Venue Software License | |
| 15 | Paciolan Concurrent User License (includes Paciolan Application Fee, UniVerse DBMS License and SB+ Runtime License) | |
| Third Party Software | | |
| 15 | SB+ Client Windows/GUI Emulation Software License | |
| Third Party Software Credit Card Authorization Software | | |
| 3 | Merchant ID (Gateway Login) | |
| p.ODBC (Windows Reporting Tool) | | |
| 2 | UVODBC License | |
| 1 | t.Res ODBC Dictionary | |
| 1 | PAC Fund ODBC Dictionary | |
| SUBSCRIPTION SERVICES | | |
| Hosting | | |
| 1 | Annual Hosting Subscription | \$50,000 |
| CRM | | |
| 1 | Annual Salesforce CRM Administration | |
| PACMail | | |
| 1 | PACMail Annual Service | |
| Paciolan Concurrent User License | | |
| 1 | Paciolan Concurrent User Annual License Subscription | |
| Fund Development | | |
| 1 | Annual PACFund Service | |
| eQuery | | |
| 1 | eQuery License Subscription | |
| Service Program | | |
| 15 | Users, Premium Service Program (tRes, tCredit, PAC Fund) | |
| Point2Point Encryption | | |
| 1 | Annual Maintenance & Encryption | |
| 1 | Annual Service Fee | |

HARDWARE, SOFTWARE AND SERVICES

Qty Description

PROFESSIONAL SERVICES*

Project Management Services

- 7 Day(s), Project Management Services

Hosted Database Services

- 1 Database Setup

Installation and Configuration Services

- 1 Day(s), Pre Installation Consulting/Network Connect
1 Day(s), Hardware Configuration & Installation
1 p.ODBC Installation
1 Credit Card Application Installation
2 Day(s), Merchant Services SetUp

Implementation and Training Services

- 16 Day(s), Applications Training
4 Day(s), Reporting
1 PACMail Implementation & Training
1 Credit Card Application Training
3 Day(s), PAC Fund Business & Application Consulting
15 Day(s), PAC Fund Applications Training
4 Day(s), PAC Fund Reporting

e.Venue Professional Services

- 1 e.Venue Implementation
Project Management
System Installation and Configuration
HTML - Standard Site Build
Initial Template Build (1 Template) for Print at Home and Laser Printing
Post Installation
e Venue Training

Ticketing Data Conversion Services (Standard - Predefined Fields)

Summary Conversion

- 7 Day(s), Conversion

Note: Summary conversions do not include payment transactional information and will not be run mid-season.

Development Data Conversion Services (Standard - Predefined Fields)

Summary Conversion

- 3 Day(s), Conversion

Note: Summary conversions do not include payment transactional information and will not be run mid-season.

eQuery

- 1 eQuery Database Installation

* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned.

Travel expenses (airfare, meals, lodging, etc.), customs, import taxes, and/or Brokerage fees will be billed separately to Customer as incurred.

| TRANSACTION FEES | |
|---|-------------|
| Description | Term |
| Single Ticket or Value/Misc. Item (1) | |
| Per Price of Ticket or Value/Misc. Item Sold via e.Venue | 7.5% |
| Minimum Fee Per Ticket or Value/Misc. Item | \$1.00 |
| Maximum Fee Per Ticket or Value/Misc. Item | \$3.00 |
| Item Packages (2) | |
| Maximum Fee Per an Item Package | Waived |
| New Combo / Multiple Event Items / Season Tickets (3) | |
| Per Price of Combo / Multiple Event Item Sold via e.Venue | Waived |
| Student Season Tickets | |
| Per Combo / Multiple Event Item Sold via e.Venue | Waived |
| Renewals / Application Packages (4) | |
| Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed) | \$5.00 |
| Payment Plan Options | |
| Per additional payments processed via e.Venue | Waived |
| Online Donation Processing | |
| Per Transaction Value processed via e.Venue | Waived |
| Electronic Transfer | |
| Per Single Ticket transfer processed via e.Venue | Waived |
| Electronic Returns | |
| Per Single Ticket returns processed via e.Venue | Waived |
| e.Check Transactions | |
| Per Check electronically processed | Waived |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System (5) | |
| Per Order utilizing Print at Home | Waived |
| Per Order utilizing Patron ID Card/Device | Waived |
| e.Venue Guaranteed Minimum Annual Fee (6) | Waived |
| 3rd party sales (7) | |
| Per Single, Combo, Value Item transacted through Paciolan | Waived |
| Processing fee for all sales paid via credit card | 2.5% |
| Refunded Credit Card Sales: processing fees for refunded credit card sales are \$0.75 per order | |
| Settlement | |
| Settlement shall occur Friday of each week for all sales that occurred the Monday through Sunday of the preceding week. | |
| <p>1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.</p> <p>3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.</p> <p>5 Fees apply to orders assigning items to an electronic delivery method. Back Office systems include dRes and Pac7 or higher Order Management/Item Sales.</p> <p>6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p> | |

FEEES AND PAYMENT TERMS

| | | |
|----------------------|---|------------------------|
| FEEES | | |
| | ANNUAL HOSTING SUBSCRIPTION | \$50,000 |
| PAYMENT TERMS | | |
| | DUE ON July 1, 2018 | <u>\$50,000</u> |
| | DUE ON September 30, 2019 and each September 30th thereafter thru term of Agreement | <u>\$50,000</u> |

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") 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 UNT; 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 – 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. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. 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 UNT 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 UNT 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, UNT'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, UNT shall issue written notice to Vendor that UNT 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.

Insurance. UNT, 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 UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT 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 UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT 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.

Israel Non-Boycott Verification. 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.

Limitations. UNT 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 UNT 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 UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: PACHOLAN LLC

UNIVERSITY OF NORTH TEXAS

Date: 6/4/18

Date: 6/11/18



REQUEST FOR PROPOSAL

RFP No. RFP752-18-212448-JLT

Title: Ticketing Software System

Proposal Submittal Deadline: February 6, 2018 2:00 p.m., Local Time

Prepared By:

University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: January 8, 2018

REQUEST FOR PROPOSAL

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ATTACHMENTS

Sample UNTS Services Agreement

APPENDIX ONE: AFFIRMATIONS AND CONFIRMATIONS

SECTION 1

INTRODUCTION

1.1 UNTS SYSTEM DESCRIPTION

UNTS of North Texas System (UNTS) is seeking proposals for a comprehensive ticketing, fundraising, Customer Relationship Management (CRM), and marketing solution tailored for college athletics. UNTS is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in Downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations including each main campus as well as Frisco and Downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 BACKGROUND

North Texas Athletics seeks an integrated system that provides a comprehensive ticketing, fundraising, CRM and marketing solution tailored for college athletics and donor management system to consist of the following, but not limited to: advance internet ticket sales, Ticket Office sales, telephone sales, kiosk ticket sales, bulk ticket printing, support services, ticket validation (Access Controls) components, ticket scanning components, online donation capabilities, integrated ticket holder/donor information capabilities and email marketing solution.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., Local Time on February 6, 2018 (the "**Submittal Deadline**").

2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact ("**UNTS Contact**"):

[REDACTED]

UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to UNTS Contact via the following link: <https://www.untssystem.edu/bid-inquiry>.

UNTS Contact must receive all questions or concerns no later than 5:00 PM Local Time on January 18, 2018. It is UNTS's intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly suggested to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer(s), if any, selected by UNTS in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the best value to UNTS taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as the “**Contractor**.” UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of UNTS with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the Services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address in your response each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- Respondent Qualifications/Experience- qualifications of the firm's experience, the number of years in the industry, and the success of the firm. Also, within the context of the project, responsiveness to and understanding of the University's requirements and goals as evident by responses to Sections 1.0-6.0.
- Approach to providing requested services: the experience and qualifications of the project manager and other personnel assigned to this project. Project strategy and approach, including creativity, ability to grow revenue opportunities, etc.
- Proposal: Clear, concise, complete and compelling proposals which demonstrate how the firms' proposal contributes to the success of the North Texas Athletics' goal.
- Cost: all-inclusive cost of the project including implementation, per transaction and yearly fees. Please list out hard costs of any hardware purchase requirements including, but not limited to, computers, ticket printers, card swipe, scanners, charging/programming cradles, wireless access points, servers and validation software.
- Value added services
- References from universities of similar size and complexity

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Key Events Schedule

| | |
|--|---------------------------------------|
| Issuance of RFP | January 8, 2018 |
| Deadline for Questions/Concerns (Ref. Section 2.2 of this RFP) | January 18, 2018 5:00 p.m. Local Time |
| Answers to Questions Posted | January 23, 2018 5:00 p.m. Local Time |
| Submittal Deadline (Ref. Section 2.1 of this RFP) | February 6, 2018 2:00 p.m. Local Time |

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000, or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The University of North Texas System has determined that subcontracting opportunities are not probable and therefore a HUB Subcontracting Plan (HSP) is not required for your proposal. For questions regarding the HUB Program, vendors may contact [REDACTED]

[REDACTED]

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

For submission of competitive solicitation responses, UNTS does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB Flash Drive. The USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number.

3.2 Submission

Proposals must be received by UNTS on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

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

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container).

Proposals submitted via facsimile or other electronic means will not be accepted unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS's acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. Section 5. If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1 Specification Section 5);
- 3.4.1.2 (Not used);
- 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4 Notice to Proposers (ref. **Section 2** of this RFP).

3.4.2 UNTS anticipates entering into a contract with the Contractor in substantially the form of the attached Sample Agreement.

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then UNTS may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed HUB Subcontracting Plan. (ref. **Section 2.5** of this RFP). **PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE.**
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**).
- 3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)
- 3.5.5 Responses to evaluation criteria.

SECTION 4

GENERAL TERMS AND CONDITIONS

UNTS's standard purchase order terms and conditions may be found at: https://www.untssystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a SAMPLE UNTS of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard purchase order terms and conditions or those included in the sample agreement, those exceptions should be stated and located in a separate section of the proposal marked "Exceptions." Proposers are advised that should UNTS not accept a stated exception it may result in disqualification of your proposal.

- 4.1 Term. UNTS intends that the term of the contract resulting from this RFP shall be for three (3) years with options to extend for two (2) additional one (1) year terms by mutual consent. Either party may terminate after year one without penalty by giving at least 180 days' notice to the other party.

SECTION 5

SCOPE OF SERVICES

5.1 VENDOR MINIMUM REQUIREMENTS

1. Proven track record of providing services to Division I college athletics program. This shall be demonstrated by the submittal of a list of five (5) present customers to serve as references. Respondents shall have been in business for a minimum of three (3) consecutive years under the same ownership. References must be similar in complexity and size to North Texas and in the Football Bowl Subdivision (FBS). North Texas to be sole judge of similarity and will contact listed references to verify services offered and similarities of systems. Submittal to include the reference school name, address, contact name, contact email address, and contact phone number.
2. Qualified vendors are encouraged to submit a Proposal for providing services described. If the vendor plans to subcontract any of the work described in the specifications, the vendor must respond to all questions for each proposed subcontractor. If a vendor plans a joint venture with another company, the vendor shall specify accordingly and respond to all questions for each company involved in the joint venture.
3. Ability to furnish all management, labor, equipment, goods and supplies necessary to provide an upgraded and modernized ticket management system with online ticketing and donor management capabilities to the Athletics Department.
4. Supply, modify/update, install components or otherwise make available the software necessary to facilitate the efficient sale of tickets to consumers. Provide Athletic Department with all technical upgrades and advances made to the basic templates during the lifetime of the agreement.
5. Respondent will create a ticketing website that provides fans with 24/7 access to purchase tickets, renew ticket packages, apply payments to their outstanding ticket balances and access the details of their account history and additional account detail through donor management. Vendor's website shall provide consumers the ability to print secure, bar-coded tickets for the event that can be scanned for verification redemption at the event gate or other locations managed by event personnel. Other baseline standard technologies (web based, sales terminal, access management, ticket resale and marketplace opportunities, etc.) should be included if available.
6. Respondent will, to the best of its ability, fully integrate the ticketing system into our current website and include the ability to perform upgrades to the system and add new ticketing, donor management or web services, modules as needed in the future at no additional cost to the University.
7. North Texas reserves the right to add additional services or capabilities at an agreed upon price.
8. Upon award, respondent will be required to complete and adhere to the System Acquisition Security Risk Survey (attached.)
9. Respondent will be required to provide annual Attestation of PCI Compliance as well as maintain the minimum agreed upon Self-Assessment Questionnaire (SAQ) level.

5.2 SPECIFICATIONS/DELIVERABLES

General

North Texas Athletics desires to procure the services of a qualified individual or firm to provide a comprehensive ticketing, fundraising, Customer Relationship Management (CRM), and marketing solution tailored for college athletics. The general scope of work includes providing and maintaining web-based software, providing

training to University staff members and providing on-line ticketing and donor management service to customers.

North Texas Athletics seeks an integrated system that provides a comprehensive ticketing, fundraising, CRM and marketing solution tailored for college athletics and donor management system to consist of the following, but not limited to: advance internet ticket sales, Ticket Office sales, telephone sales, kiosk ticket sales, bulk ticket printing, support services, ticket validation (Access Controls) components, ticket scanning components, online donation capabilities, integrated ticket holder/donor information capabilities and email marketing solution.

The goals of the new ticketing system include maximizing ticket sales and ticket-related revenue for athletic events, providing a positive customer and brand experience, maximizing and utilizing a system that can capitalize on new and emerging technologies, maximizing customer data capture, analytic capabilities and reporting.

The current ticketing platform is Ticketmaster Archtics/HOST.

Venues

North Texas Athletics currently tickets the following sports: Football, Men's Basketball, Women's Basketball, Women's Soccer, Volleyball, & Softball.

North Texas Athletics tickets in the venues listed below.

- Apogee Stadium- capacity 30,456
- Super Pit-capacity 10,500
- Auxiliary Ticket Office(s)-Volleyball Gym (capacity 650), Soccer Stadium (capacity 1000) and Lovelace Stadium-Softball (capacity 500).

Equipment currently in use to sell at these venues, including the primary ticket office is:

- Computers/Workstations (quantity 32)
- BOCA Lemur S ticket printers (quantity 32)
- Keyboard CC Swipes (quantity 32)
- Janam XM66 Ticket Scanners (quantity 44)

Address/answer each question below in detail, with attachments as necessary.

1.0 Product Requirements:

- 1.1 Support all sales (Ticket Office, phone and internet) out of a single database.
- 1.2 Support the sale of both reserved and general admission seating to the same event.
- 1.3 Capability to sell full season, partial season and single game tickets for events in multiple venues and support ancillary events such as concert(s), and other ticketed special events.
- 1.4 Ability for real-time ticket sales through multiple sales channels from one inventory of tickets, including phone sales, internet sales, campus locations, and remote outlets.
- 1.5 Capability to order tickets, allocate seats, process payments, and print tickets simultaneously on demand.
- 1.6 Ability for North Texas Athletics to create/update/make changes to events for all sales channels, including online sales, without assistance from awarded vendor.
- 1.7 Provide a customizable priority points program specifically designed around the unique needs of a college athletics department.
- 1.8 Ability for purchase restrictions—ex. must purchase a certain quantity to get a special price, buyer must buy "X" number at one price to be able to buy "X" number at a discounted price.

2.0 General Systems/Support:

2.1 Is your company public? If not a public company, list all the owners and the percent of ownership.

2.2 Describe the integration of the ticketing, fund development, ecommerce, marketing and access management functionality. If any of the components are third party products, please clarify the third party vendor.

2.3 Describe your customer support structure- number of support staff, hours of operation, and process for prioritizing problems/issues.

2.4 Describe functionality for merging duplicate accounts.

2.5 Is the system PCI compliant? Solution must remove or severely limit UNT network and equipment from PCI scope. If so, what third party performed the PCI audit? Please provide supporting documentation. Confirm the ability to provide Attestation of Compliance annually.

2.6 Does credit card processing solution utilize point-to-point encrypted verified devices? If true, please provide P2PE Attestation Of Compliance (AOC). If false, what technology is in place to limit the University's scope? Is credit card processing environment segmented from all other system applications (reporting, outbound call, access management, etc.) Please provide a flow chart diagram outlining credit card processing. In provided solution, who holds the merchant ID? What merchants are available for processing credit card payments?

2.7 Is the system hosted? If so, please describe the security level of the hosting facility. How do you monitor client's hosted systems in the event problems occur? How/where do you store system backups?

2.8 Provide a list of the system's standard reports with a brief description of functionality for each. What is the process in building custom reports from the system? Are there charges associated with custom reports? If so, please detail.

2.9 Does the system provide web based reporting? If so, please provide a brief description of the functionality

2.10 Provide a sample project plan for converting our current and historical data (Ticketing & Donor Specific) to the system.

2.11 Describe the process for collecting and prioritizing enhancement requests.

2.12 How many software developers do you have exclusively dedicated to each of these three areas – ticketing, ecommerce, and fund development?

2.13 Are new versions/updates of the system automatically available to client in a timely fashion at no cost?

2.14 Does integration with third party vendors exist? If so, please list all vendors you are compatible with?

2.15 Does the system allow development-specific upsell opportunities related to annual memberships, sport-specific initiatives, and capital campaign projects?

2.16 What functionality exists, if any, to support outbound ticket sales and/or outbound donation solicitations?

2.17 How does the system account for overdue pledges? Old pledges that will not be paid?

2.18 Can the client and/or constituent enter a new pledge without fulfilling a previous pledge in the same fund?

2.19 Does the system have auto payment plans? Explain the payment plan process.

2.20 How does the system track partially paid donations (pledges)? What options exist for payment plans tied to a pledge?

2.21 Describe the system functionality for tracking/processing matching gifts.

2.22 Does the system support mandatory seat donations tied to ticket purchases? If so, please describe the capabilities.

2.23 What functionality exists for real-time priority point calculations? Both internal and external facing?

2.24 Does the system allow for electronic billing in mass for season ticket renewals? Donor renewals? Detail the process.

2.25 Does the system allow for electronic billing for individual accounts? Detail the process.

2.26 Does the system accommodate multiple payment methods? What are the system capabilities/limitations?

2.27 Does the system allow for the user to create a promo code with multiple price levels and set different limit for each price level? (EX: Alumni receive two (2) free tickets and can purchase additional for \$5. Ability to create a promo code that will limit the customer to the two (2) free tickets but allow them to purchase unlimited \$5 ticket within same transaction?)

2.28 Does the system support value added tickets – the ability to add credit above the face value of a ticket for use for concessions or merchandise? If yes, please provide a brief description of its functionality and three (3) clients using it successfully.

2.29 Does the system support paperless ticketing? If so, please provide a brief description of how it works and where it has been successfully implemented.

2.30 Would the University be allowed to have complete (100%) control over all ticket fees that our customers pay and allow us to change our fees at will?

2.31 Does the system provide a complete audit trail for all financial transactions as well as usage logs to track system activity?

2.32 How does the system “talk” to other ticket platforms (ie Platform A in Athletics vs Platform B off-site venue).

2.33 Does the system have features related to tracking customer service issues? If yes, please describe.

2.34 Does the system offer any real time integration with office tools such as Microsoft Outlook Calendar or Gmail?

2.35 Does the system support single user password functionality? If yes, please describe the capabilities.

3.0 E-Commerce: Awarded vendor must provide a dedicated e-commerce operation specialist and client partner representative who will share/implement E-Commerce and industry best practice strategies and coordinate website customization. The system must support shopping cart functionality (buyer can purchase items across

several events), support print-at-home ticketing, and both ticket and donation in one renewal. The system's website must be able to integrate directly with Facebook via RSS data feed.

3.1 Does the system support shopping cart functionality (buyer can purchase multiple items in a single transaction)?

3.2 Does the system provide a branded E-Commerce site facilitating the promotion of North Texas, colors, and events including all potential advertising and sponsorship revenue on the site?

3.3 Would North Texas have total control (100%) of the sponsorship/promotional space available on the ticket format?

3.4 Does the system allow complete ownership of print at home/mobile tickets and all advertising space?

3.5 Does the system support an integrated (real time) E-Commerce site tied to the ticketing/donor system?

3.6 Does the system allow donors the ability to establish payment plans to make their gift? If so, is an invoice required on the account to do so?

3.7 Describe tools/options for collecting donations online.

3.8 Describe the functionality for making a gift through the system for a new and current donors.

3.9 What types of online ticket season plans/packages does the system support?

3.10 Does the system provide custom integrated email tailored and branded for unique client's needs—including design and strategy services for all major ticket/donation renewal campaigns utilizing our integrated email marketing tool?

3.11 Does the system have the ability separate collected money into the correct merchant accounts (ticket money into a ticketing account, gifts into a donation account).

3.12 Does the system offer customer-facing ability to purchase tickets via mobile phone browser or application?

3.13 Does the system provide the capability for internal staff to sell tickets at remote locations (examples include golf tournaments and various locations around campus.) Please address PCI concerns in 2.5 and 2.6 for this solution.

3.14 Does the system support the sale of non-ticketed items online? Can items such as parking passes be offered as "print at home"?

3.15 Does the system support "view from the street" functionality during the shopping process? How is this implemented?

3.16 What payment methods does the system accommodate online? What credit cards are accepted?

4.0 Marketing:

4.1 Does the system contain a fully embedded and integrated Customer Relationship Management (CRM) system featuring complete tool set for outbound sales teams and sales management, contact management, and integration with Google? Describe.

4.2 Does the system have an integrated email marketing solution? Provide a brief description of how it is integrated and built. Explain the cost of the recommended email marketing solution. Is it all inclusive or would we pay based on campaigns or by volume of email?

4.3 Does the system allow for direct targeted marketing based on prior single, season or group purchases?

4.4 Does the system allow for direct email contact to constituents? Detail the process.

4.5 Does the system allow for the client to upload a list of emails and send direct marketing emails to them without them having an account?

4.6 What additional marketing support tools and support programs are available for use by North Texas upon contract award? Discuss your ability to grow ticketing & donation gross sales.

4.7 Discuss proposed plan of action (training, implementation, & software used that can assist North Texas Athletics in grow ticket sales and donations).

4.8 What additional resources are available to assist North Texas with increasing revenue and leveraging social media resources such as Facebook, Twitter, and YouTube?

4.9 Can the E-Commerce site be specifically branded?

5.0 Access Management:

5.1 Does the system offer integrated access management—the bar-coding of tickets and the offering of tickets to be delivered as print at home/mobile? How many University clients are utilizing this functionality?

5.2 How does the system utilize access management to support student ticketing? Can students swipe their student ID card for entry into events if we allow that? Please provide three university locations where you are doing this.

5.3 Does the system offer integrated access management – the barcoding of tickets and tickets to be delivered as print at home/mobile? If yes, how many university clients are utilizing this functionality?

5.4 Does the system track attendance in real time? Describe how this is done.

5.5 Does the system have the ability to operate in “offline” mode? Describe these capabilities and limitations.

6.0 Project Approach:

6.1 Provide a brief overview of the project as you perceive it. What are the project objectives? What are the desired outcomes and how does your firm propose to achieve those outcomes? What are the critical success factors on a project of this scope and how does your firm plan to insure success?

6.2 Describe your proposed process and approach on this project. Specify any particular methodologies utilized and their direct application and value to the project

6.3 Detail your project management plan, including any specific management tools and approaches you will use on the project. Specify how you plan to involve and work closely with North Texas Athletics staff.

Response Format:

Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the vendor's abilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.

The response to this RFP should include the following information in sequential order, and be organized into distinctive sections that correspond with the individual requirements should be titled with each individual requirement and all material related to that category should be included therein.

A. Firm Data

1. General Qualifications;
2. Name and Address of firm;
3. Firm profile, i.e.:
 - i. Firm history;
 - ii. Brief executive summary containing a description of your project development approach and highlighting any key items, issues or concerns raised in your proposal.
 - iii. Evidence of financial responsibility to enter into this relationship and to fiscally sustain this project by providing relevant documentation

B. Description of the Project team

1. Identification of the single point of contact for the Project team, that includes name, title, telephone number, and email address;
2. Identification of key firm personnel to be assigned to the Project; Indicate their length of service with your company. List their experience and qualifications specifically as these factors relate to the responsibilities each will be fulfilling on this project.
3. Organizational chart illustrating reporting lines, names and titles for key participant proposed by the firm for the Project, along with each person's role in the Project.

C. Technical Proposal-Inclusive of questions and documentation requested in scope of work.

- 1.0 Product Requirements
- 2.0 General Systems/Support
- 3.0 Ecommerce
- 4.0 Marketing
- 5.0 Access Management

D. Information Technology (IT) Documents for proposed solution and any third-parties.

1. Plan for protecting customer data.
2. Security incident response plan.
3. Plan for communicating with customer in the event of a loss or disruption of services or data breach or other type of security incident resulting from the loss of confidentiality, integrity, or availability of customer data or service as indicated in regard to relationship with service provider.
4. Business continuity and disaster recovery plan (or overview.)
5. Recovery time objectives (RTO) for loss or disruption of services.
6. Service Level Agreement
7. Information regarding formal processes for backing up, storing, and testing data for restoration and integrity.
8. Voluntary Product Accessibility Template (VPAT)

E. Project Approach

F. Project Pricing and Timeline of events

1. A detail of all costs associated with the proposed services
 - i. Itemized listing of one-time implementation costs inclusive of hardware, setup and training
 - ii. Annual costs

iii. Per transaction costs

2. Detailed timeline of events related to Project to include launch date from date contract is fully executed.

G. References

1. References to include specific examples of current clients that demonstrates relevant experience and expertise.

5.3 PRICING/FEEES (Place NA in fields where fees are not applicable)

| Annual Fees | Start-Up One-time | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|-------------------|--------|--------|--------|--------|--------|
| Ticketing Hosting Service | | | | | | |
| Access Management | | | | | | |
| Mail Subscription | | | | | | |
| Donor Management Service | | | | | | |
| e-commerce Guaranteed Minimum Fee | | | | | | |
| Transaction Fees | Start-Up One-time | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Integrated Ticket Market Place | | | | | | |
| Per Total Cost to Buyer | | | | | | |
| Per Price of Membership Sold | | | | | | |
| Min. Fee Per Membership | | | | | | |
| Guaranteed Min. Annual Fees | | | | | | |
| Single Ticket or Value/Misc Item | | | | | | |
| Per Ticket via e-commerce | | | | | | |
| Min. fee per ticket | | | | | | |
| Max. fee per ticket | | | | | | |
| Printing Fee-Internally (if exists) | | | | | | |
| Printing Fee Externally (if exists) | | | | | | |
| New Combo/Multiple Event/Season Tickets | | | | | | |
| Per Price via e-commerce | | | | | | |
| Min. Fee per | | | | | | |
| Max. Fee per | | | | | | |
| Item Packages | | | | | | |
| Min. fee per Item package | | | | | | |
| Max. fee per Item package | | | | | | |
| Renewals/Application Packages | | | | | | |
| Per renewal via e-commerce | | | | | | |
| Per renewal non e-commerce | | | | | | |
| Post-Season (PS) Application | | | | | | |
| Per PS app via e-commerce | | | | | | |
| Per PS app non e-commerce | | | | | | |
| Student Season Tickets | | | | | | |
| Per sold via e-commerce | | | | | | |
| Per sold non e-commerce | | | | | | |

| Transaction Fees | Start-Up One-time | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|------------------------------|---------------|---------------|---------------|---------------|---------------|
| <i>Payment Plan Options</i> | | | | | | |
| <i>Per addtl payments processed</i> | | | | | | |
| via ecommerce | | | | | | |
| non ecommerce | | | | | | |
| <i>Online Donation Processing</i> | | | | | | |
| Per transaction value via ecommerce | | | | | | |
| Min. fee per transaction | | | | | | |
| Max. fee per transaction | | | | | | |
| <i>Electronic Transfer</i> | | | | | | |
| Per ticket transferred via ecommerce | | | | | | |
| <i>Electronic Returns</i> | | | | | | |
| Per ticket returned via ecommerce | | | | | | |
| <i>eCheck Transactions</i> | | | | | | |
| Per check electronically processed | | | | | | |
| <i>eTicket/Item Delivery from Ecommerce and Back Office Systems</i> | | | | | | |
| Per Order Print at Home | | | | | | |
| Per Order Patron ID/Device | | | | | | |
| <i>Custom Reporting Fees</i> | | | | | | |
| | | | | | | |

APPENDIX ONE

AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

UNTS is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS's Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from UNTS is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to UNTS, so that if UNTS issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that UNTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4 Type of Agreement

(See attached sample UNTS Services Agreement)

1.5 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

UNTS may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UNTS may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, UNTS will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At UNTS's sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

UNTS reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of UNTS. Proposer is hereby

notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this RFP; (2) UNTS issues this RFP predicated on UNTS's anticipated requirements for the Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
- 1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
- 1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS's sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2 of APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by UNTS, in its sole discretion.

1.10 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Schedule (ref. **Section 5** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer's General Questionnaire

Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.12 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by UNTS, in its sole discretion.

1.13 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer's request and at Proposer's expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. **Section 2 of APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, UNTS of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

- 2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of UNTS of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 29** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 210** By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 211** By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 212** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.
- 2.13** If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

214 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

RFP No.: _____, Title: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Company's Legal Name:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

Are you a certified Historically Underutilized Business (HUB)? (circle one) YES NO

If "Yes", please indicate the issuing authority and include copy of your certificate.

SECTION 4
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: UNTS of North Texas System

Ref.: Ticketing Software System

RFP No: RFP752-18-212448-JLT

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

Note: If there was only 1 Addendum, initial just the first blank after No. 1, not all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____