

Master Education Subscription Agreement

ORDER FORM

University Billing Information

University: University of North Texas

Department: Ryan College of Business

Contact: [REDACTED]

Address: 1155 Union Circle #311160, BLB 290R

City: Denton

State: TX

Zip: 76203-5017

Phone: [REDACTED]

Email: [REDACTED]

Number, Term, Price and Type of Subscription:

Service (the "Service")	Total Authorized Users	Annual Fee per Authorized User	Total Annual Fees (USD)
Wall Street Journal Digital	39,000	\$.65	\$25,350.00
	Total Print Copies	Fee per Copy	
Wall Street Journal Print			
			Agreement Total (USD) (the "Fees")
			\$25,350.00

Agreement Start/End Date (the "Subscription Term")	Digital Subscription Term (Months)	Print Term (Weeks)
5/1/20 – 4/30/23	36	
Tax Exempt Number (optional)	Billing Frequency	Purchase Order # (optional)
	One time per year	

BY SIGNING BELOW, the parties agree to the foregoing and to the attached Terms and Conditions, which together shall form this Education Subscription Agreement (the "**Agreement**").

Authorized Signatures:

Dow Jones & Company, Inc.

University: University of North Texas

Date: 6-16-2020

Date: 6/16/2020

THE WALL STREET JOURNAL.

Master Education Subscription Agreement

Terms and Conditions of Order:

- 1. Limitations.** Only University's currently enrolled students and employed faculty and staff are authorized to have access to the Service (each, an "Authorized User"). Neither University nor any Authorized User is permitted to copy stories or any content from the Service or to publish such content on University's public website, intranet, newsletters, or in any other form whatsoever.
- 2. Subscription Term and Termination.** The term of this Agreement will begin on the Start Date listed on the Order Form and shall continue for the Subscription Term. Thereafter, this Agreement shall expire and University's access to, and/or Dow Jones' delivery of, the Service shall be blocked.
- 3. Payment.** University shall pay to Dow Jones the nonrefundable Fees listed on the Order Form for the subscriptions ordered pursuant to this Agreement within 30 days after the date of an applicable invoice. University is not entitled to a refund or other credit (e.g., an extension of a subscription) if an individual ceases to be an Authorized User during the Subscription Term (e.g., a professor's employment is terminated or a student drops out). For clarity, each Authorized User's access to the Service runs concurrent with the Subscription Term hereof and no temporary suspensions of a subscription requested by University or an Authorized User will be deemed to extend the term of a subscription, unless such an extension has been approved by an authorized Dow Jones representative in writing. University will pay to Dow Jones or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes payable under this Agreement (other than taxes levied or imposed on Dow Jones' income). Dow Jones reserves the right to deactivate/cease delivery of University's subscriptions at any time if University fails to pay the amounts invoiced by Dow Jones under this Agreement.
- 4. Services.**
 - 4.1 Site License:** Authorized Users first must access the Service through a link provided by Dow Jones to the University. Authorized Users will then be required to create an account, complete login credentials and accept the terms of the applicable Service's subscriber agreement and terms of use (the "Online Subscriber Agreement") prior to accessing the Service for the first time. Thereafter, Authorized Users can access the Service directly or by going through the link again as long as the Authorized Users are eligible.
 - 4.2 No Account Sharing:** Each Authorized User has his/her own login and password that is intended for individual use only. Authorized Users are not permitted to share account login information with any other person whatsoever, including anyone else at University. Any violation of this clause shall result in Dow Jones blocking such person from access to the Service.
 - 4.3 Print Delivery:** For Services which are delivered in print, University shall provide Dow Jones with the applicable delivery address(es).
 - 4.4 Services delivered through Tablets and other Mobile Devices.** In addition to completing the registration process for the Service and accepting the terms of the Online Subscriber Agreement, University or Authorized User may be required to accept any terms which may be required by a mobile device manufacturer, tablet manufacturer or wireless carrier. University acknowledges and agrees that Dow Jones is not responsible for procuring or paying for any mobile device, tablet and wireless plan which may be used to access the Service and further acknowledges and agrees that the Fees, as listed on the Order Form, for use of the Service do not include any wireless data charges which may apply to use of the Service and the payment of any such charges shall not be Dow Jones's responsibility. University acknowledges and agrees that the Service is made available through the mobile device and/or tablet and wireless service on an "as is" basis and that Dow Jones is not responsible for any technical or service problems caused by the mobile device, tablet or wireless carriers or any acts or omissions of the owner or operator of the mobile or wireless service. Dow Jones makes no warranty regarding the operability or availability of the mobile device, tablet or wireless service.
 - 4.5 Bundles:** Certain Services are offered as a bundle and therefore may be fulfilled by some or all of above methods. For example: (i) Wall Street Journal Digital is currently a bundle of the following Services: WSJ.com and the mobile and tablet editions of The Wall Street Journal that are offered by Dow Jones through various OEMs. The terms applicable to each of the individual Services within the bundle will govern University's subscription to, and Dow Jones' delivery of, the bundle of such Services.
- 5. Other Terms.** University's subscription to the Service and the Authorized Users' use of the Service shall be governed by the Online Subscriber Agreement, which may be found at: www.wsj.com/policy/subscriber-agreement. University shall cooperate with Dow Jones to remedy any breach of the Online Subscriber Agreement by Authorized Users.
- 6. Unilateral Changes to this Agreement.** If any changes, modifications or revisions to this form contract are not highlighted by the party making such changes in markup format, the other party will not be bound by such changes.
- 7. Amendments; Entire Agreement.** This Agreement may not be amended except by written instrument executed by the parties. This Agreement constitutes the complete and entire understanding and agreement and supersedes all prior and contemporaneous understandings, arrangements and agreements (whether written or oral), between the parties with respect to the subject matter hereof, including any terms and conditions included on any purchase orders. This Agreement shall not be superseded by any terms contained in any invoice, purchase order, confirmation, acknowledgement or any "shrink wrap" or "click through" license, whether or not signed by the parties.
- 8. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. An e-signature or a signature delivered via email as a scanned or .pdf file shall be deemed by the parties to be an original.
- 9. Controlling Document.** In the event of a discrepancy between any terms and conditions of this Agreement and the Online Subscriber Agreement, the terms and conditions of this Agreement shall prevail.

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. UNT will pay Vendor for goods and services in accordance with Chapter 2251 of the Texas Gov't Code. 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 written 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.

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. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to applicable law.

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.

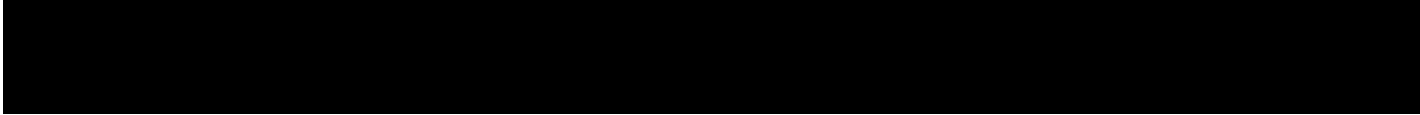
Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. 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 as set forth in the Agreement will be binding on UNT except to the extent prohibited by the Constitution and the laws of the State of Texas.

VENDOR: DOW JONES & COMPANY, INC.

UNIVERSITY OF NORTH TEXAS



Date: 6-16-2020

Date: 6/16/2020