

**Subscription Services Provided To Doctoral And Masters Students
FINAL THREE YEAR AGREEMENT – 2020-2023**

Contractual Parties:

Contract is concluded between:

DoctoralNet, Ltd.



– hereafter called “DOCTORALNET” –

and

University of North Texas
Toulouse Graduate School,



– hereafter called “CUSTOMER” –

Special University Provisions For The Online Doctoralnet Services:

(1) DOCTORALNET offers access to online services to support Masters, Doctoral and Post-Doctoral students (collectively "students"), including academic writing, research design, wellness and transferable skills, and those listed on its website at <https://doctoralnet.com/> (collectively "services"). As between CUSTOMER and DOCTORALNET, the services are and shall remain the exclusive property of DOCTORALNET, including all applicable proprietary or intellectual property rights inherent therein. All rights not expressly granted to CUSTOMER herein related to the services are reserved to DOCTORALNET. DOCTORALNET will provide the CUSTOMER with a usage statistic upon request.

(2) DOCTORALNET agrees to provide subscriptions for the services to an unlimited number of CUSTOMER's students during this online services agreement ("contract"), in accordance with industry standard security best practices, DOCTORALNET's Website Privacy Policy For Students Users With University Accounts at <https://doctoralnet.com/privacy-policy> incorporated herein, and all applicable privacy and data protection laws, including the U.S. Family Educational Rights and Privacy Act (FERPA) and European Union General Data Protection Regulation (GDPR), in return for the fees charged to CUSTOMER as provided herein.

(3) Students who have elected not to share personal information will not be included in the data sent to DoctoralNet for inclusion in these services. Should those students come to DoctoralNet to obtain entry, they will be sent back to the Dean of the Graduate School to resign their FERPA agreement forms.

(4) This contract has a subscription term of June 16, 2020 and expires on August 31, 2023 ("Initial Term") and may be renewed thereafter for additional one (1) year terms (each a "Renewal Term") if DOCTORALNET is notified in writing by CUSTOMER no later than forty five (45) days prior to expiration of this contract. Any such renewal term will be memorialized in a written amendment to this contract signed by both parties. This contract becomes effective upon the date of the last signature hereto ("Effective Date"). CUSTOMER may terminate this contract at anytime on thirty (30) days written notice to DOCTORALNET and students will continue to receive services through August of that year.

(5) In accordance with the DOCTORALNET's student users' Terms of Service at <https://doctoralnet.com/terms-conditions> (updated on May 5, 2018), but excluding the students' personal indemnity therein, the students receive a non-exclusive, non-transferable right, limited to the duration of this contract, to use the services available on all of DOCTORALNET's website portals/apps for himself/herself and to download, reproduce and copy DOCTORALNET's materials as reasonably required to use the services. DOCTORALNET is entitled to check that its terms of use are being adhered to by the students. Students are allowed to use the services at personal computers located at CUSTOMER's physical premises or by means of remote access via their individual personal computers. If the students misuse the services, DOCTORALNET is entitled to block or delete access to the services immediately.

(6) DOCTORALNET will remedy defects in the services within an appropriate space of time after receiving a comprehensible description of the fault from the CUSTOMER in writing. If it is not possible to remedy the fault within an appropriate space of time, the CUSTOMER may demand a proportionate reduction in the fee. If it can be shown that there are repeated cases of considerable defects, the CUSTOMER may cancel this contract and receive a prorated refund of the fee. A claim for compensation due to defects is excluded if it is based on circumstances for which the CUSTOMER or students are responsible.

(7) DOCTORALNET will apply the care to be normally expected in selecting and maintaining the contents of the services and represents that it is an authorized licensee and/or distributor of any third party content included in the services. The availability of the services may be temporarily restricted for technical reasons, e.g. due to necessary maintenance work. If the services fail for a considerable

length of time during normal working hours, the CUSTOMER may cancel this contract and receive a prorated refund of the fee.

(8) DOCTORALNET shall charge the CUSTOMER with a subscription fee for the Initial Term of THREE THOUSAND EUROS (current exchange \$3400) FOR YEAR ONE AND FIVE THOUSAND EUROS (\$5,700 U.S.) FOR YEAR TWO, and EIGHT THOUSAND EUROS (\$9,100 CURRENT EXCHANGE). The exchange determined at the time of the CONTRACT OR renewal. Both parties note that this fee is an at-cost special in reponse to the unusual circumstances of the COVI-19 outbreak and that fees are usually based on the graduate tuition of the university. The fee for any annual Renewal Term AFTER THIS AGREEMENT shall be memorialized in a written amendment to this contract signed by both parties. The fee for any annual Renewal Term AFTER THIS AGREEMENT shall be memorialized in a written amendment to this contract signed by both parties. The full payment of the fee for the Initial Term will be invoiced in advance immediately following the Effective Date and is due by check or wire transfer within thirty (30) days of the Effective Date or upon CUSTOMER's receipt of invoice, whichever is later. Prior to payment, DoctoralNet will provide the necessary W-*BEN-E form for doing business with a foreign entity.

(9) Each party shall perform this contract in accordance with all other applicable U.S. federal, state and local laws, including: CUSTOMER MAY INSERT ANY STATE OF LOCAL LAWS HERE. In performing this contract, the parties agree not to discriminate against any student based on sex, race, national origin, religion, gender identity or sexual orientation, age or disability or any other form of discrimination prohibited by civil rights principles recognized by any jurisdiction applicable to the parties.

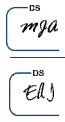
(10) DOCTORALNET acknowledges that a business organization entering into an agreement with a contracting agency such as the CUSTOMER must provide ANY AND ALL REQUIRED DOCUMENTATION TO BE LISTED HERE. HECVAT204

(11)

(12) DOCTORALNET agrees to defend, indemnify and hold CUSTOMER harmless from any and all losses that may be incurred by CUSTOMER as a result of any third party claim against CUSTOMER which arises out of any act or omission of DOCTORALNET, its agents, officers or employees, including any claim for violation of a third party's intellectual property rights which arises out of the students' or CUSTOMER's use of the services in accordance with this contract. This clause shall survive termination of this contract.

(13) For the duration of this contract, DOCTORALNET shall maintain sufficient general liability insurance with cyber liability and network security (at least \$1M per occurrence) to cover its indemnity obligations under this contract. Upon request, DOCTORALNET will provide CUSTOMER with a certificate of insurance evidencing the required coverages.

(14) DOCTORALNET agrees to provide CUSTOMER with a copy of DOCTORALNET's Voluntary Product Assessment Template (VPAT1.6) demonstrating DOCTORALNET's current compliance with U.S. federal and state laws governing accessibility of DOCTORALNET's online services, and also agrees to make reasonable efforts to bring any online services not currently complying with U.S. federal and state accessibility requirements into compliance with such requirements.



~~(15) During this contract, DOCTORALNET may use the name of and identify CUSTOMER as a DOCTORALNET customer, in advertising, publicity, or similar materials distributed or displayed to prospective customers with the prior approval of CUSTOMER; not to be unreasonably withheld. No specific endorsement of DOCTORALNET's services or products by CUSTOMER will be made or implied by virtue of this contract.~~

(16) All notices and other communications hereunder shall be in writing and must be sent by first class certified mail, return receipt requested or nationally recognized courier. Notices shall be deemed given at the time of actual delivery.

(17) This contract shall be governed by the laws of IRELAND, with the exception of its principles of conflict of laws. The parties mutually agree that any controversy arising out of or relating to this contract, shall be settled amicably. If no amicable settlement can be reached the controversy shall be settled by arbitration according to the provisions of the Arbitration Rules of the United Nations Committee for International Trade Law ("UNCITRAL") in effect on the Effective Date. The case shall be administered by the American Arbitration Association in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules". The place of arbitration shall be THE CUSTOMERS LOCATION. The arbitration award shall be final and binding for both parties.

(18) Neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other governmental directives, labor disputes, acts of God, pandemics, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms or other similar events (each, a "Force Majeure Event").

(19) If any provision of this contract is held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. This contract states the entire understanding of the parties concerning the subject matter herein. It may not be modified, assigned or amended except by a writing executed by both parties. DOCTORALNET and its personnel or agents, in performance of this contract, are acting as independent contractors and not as employees or agents of CUSTOMER. Any signed copy of this contract made by photocopy, facsimile or PDF Adobe format shall be considered an original.

AGREED AND ACCEPTED:

DoctoralNet, Ltd.

University of North Texas

Dated: June 4, 2020

Dated: 6/22/2020

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.

Delivery. Delivery shall be FOB Destination.


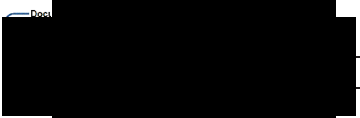
Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

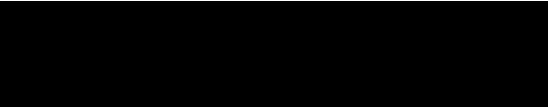
Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply 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 promptly 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 UNT's records retention requirements.

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 will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR:  _____
By  _____
Na _____
Tit _____
Date: 6/25/2020

UNIVERSITY OF NORTH TEXAS

Date: 6/22/2020

Declaration of Procurement Method

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

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