



Addendum to Collection and Reporting Services Agreement

THIS ADDENDUM is entered into by and between University of North Texas (the "Organization") and Watermark Insights, LLC ("Watermark") as of July 24, 2020 ("Addendum Effective Date"), and amends and supplements the Collection and Reporting Services Agreement by and between Watermark and Organization, dated as of February 1, 2015, as previously amended, including by that Rider, executed May 23, 2019 (the "Agreement").

1. **INTERPRETATION.** Except as amended and supplemented by this Addendum, the Agreement shall remain in full force and effect. In the event of any inconsistency between any of the terms set forth in this Addendum and any term or provision contained in the Agreement, the terms set forth in this Addendum shall prevail. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **SERVICE.** For all purposes of the Agreement (as amended hereby), the term "System" shall be amended to also include the services listed in Annex A to this Addendum.

3. **AGGREGATED STATISTICS.** Notwithstanding anything to the contrary in the Agreement, or any attachments, exhibits, or addenda thereto, Watermark may monitor Organization's use of the Service and collect and compile Aggregated Statistics. As between Watermark and Organization, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Watermark. Organization acknowledges that Watermark may compile Aggregated Statistics based on Organization Data input into the Services. Organization agrees that Watermark may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Organization or Organization's confidential information. Watermark will ensure that all Aggregated Statistics released, even sequentially, does not inadvertently contain data that can be aggregated in such a manner as to reveal identities. No de-identified data may be shared without Client's authorization or until Vendor ensures compliance with law. "Aggregated Statistics" means data and information related to Organization's use of the Service that is used by Watermark in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service. "Organization Data" means, other than Aggregated Statistics, Materials and other information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Organization or an End User through the Service. Subject to the provisions of the Agreement, Organization Data and Materials will be treated in accordance with the Privacy Policy.

4. **TERM AND TERMINATION.** The annual subscription period of the Agreement with respect to the service added by this Addendum shall commence and expire as described in Annex A hereto, and shall renew and or terminate, as applicable, in accordance with the Agreement as amended hereby. The annual subscription period(s) and Fees for the Systems listed in the original Agreement shall not change.

[Redacted Signature Area]

Date: _____

Date: 7/30/2020



Annex A –

Watermark Enterprise Site License

The annual site license includes customized implementation services, faculty, staff and administrator access, as well as telephone and email technical support to all users. In addition, there is no charge for technical hardware or service cost for maintenance of equipment.

This quote is based on a three (3) year agreement and is valid through July 31, 2020. Please contact Jeremy Tatum (jtatum@watermarkinsights.com, 832.331.2676) for more information regarding next steps.

Watermark Enterprise Site License

LICENSE TYPE	PRICE	INITIAL SUBSCRIPTION TERM
Via by Watermark *based on 200 students	\$18,750	7/31/2020 - 7/30/2023
Implementation Fee *one time *WAIVED with commitment by July 31, 2020	\$10,000 \$0	
Subtotal	\$18,750	
Watermark Partner discount with commitment by July 31, 2020	(\$8,750)	
Multi-year discount with commitment by July 31, 2020	(\$1,000)	
Adjusted total for Watermark Enterprise License	Year 1 – \$9,000	
*Client will pay for years one and two upfront, due upon receipt of invoice. Year 3 will be invoiced 90 days prior to 7/31/2022.	Year 2 – \$9,450	
	Year 3 – \$9,923	

Optional Add-Ons

DESCRIPTION	\$ PRICE
Customized Onsite Training	\$5,000/day

Included in total for Services at no extra costs:

- Implementation planning consultation
- Dedicated Implementation Project Manager (IPM)
- User Technical Support (virtual and telephone)

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.