



09/16/2020

## Order for Nielsen Audio PPM Data

<b>Customer</b>	KNTU RADIO	<b>Station Address</b>	1179 UNION CIRCLE UNIVERSITY OF NORTH TEXAS DENTON Texas 76203 United States
<b>Primary Contact</b>	██████████ ██████████ ██████████	<b>Billing Address</b>	UNIVERSITY OF NORTH TEXAS P.O. BOX 310881 DENTON Texas 76203 United States
<b>Subscription Years</b>	2021, 2022, 2023, 2024, 2025	<b>Billing Emails</b>	
		<b>Billing Preference</b>	

### Products

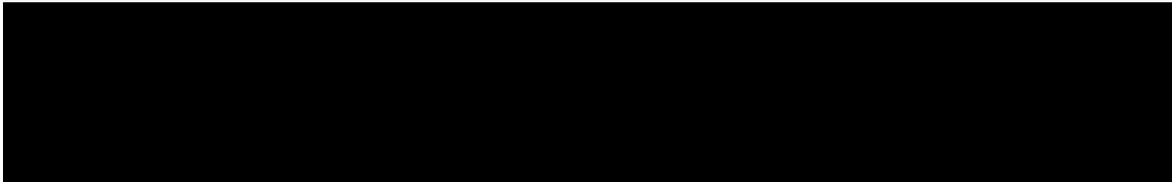
Market	Product	Details	Start Month
Dallas-Ft Worth	PPM-Ranker and eBook		January 2021
Dallas-Ft Worth	PPM-Monthly Report (Binder)		January 2021
Dallas-Ft Worth	PPM-Tapscan Web		January 2021

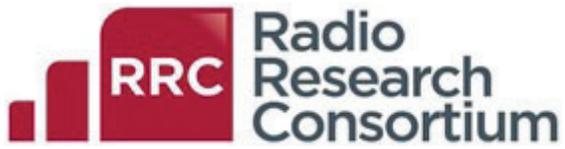


**Quarterly Order Pricing and Invoicing Dates**

<b>Year</b>	<b>March</b>	<b>June</b>	<b>Sept</b>	<b>Dec</b>	<b>Total</b>
<b>2021</b>	\$ 1,715	\$ 1,715	\$ 1,715	\$ 1,715	<b>\$ 6,860</b>
<b>2022</b>	\$ 1,745	\$ 1,745	\$ 1,745	\$ 1,745	<b>\$ 6,980</b>
<b>2023</b>	\$ 1,775	\$ 1,775	\$ 1,775	\$ 1,775	<b>\$ 7,100</b>
<b>2024</b>	\$ 1,810	\$ 1,810	\$ 1,810	\$ 1,810	<b>\$ 7,240</b>
<b>2025</b>	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850	<b>\$ 7,400</b>

RRC Sublicense and Sublicensee Acknowledgment Agreements must be signed before data can be provided





09/16/2020

KNTU RADIO

## Station List

KNTU-FM

KNTU-IF

## **RRC SUBLICENSE AGREEMENT**

This sublicense agreement is between the Radio Research Consortium, Inc. ("**Sublicensor**") and the undersigned non-commercial radio station ("**Sublicensed Station**") or organization that serves non-commercial radio stations ("**Sublicensed Authorized Organization**" or Sublicensed Station, the "**Sublicensee**") (this "**Sublicense Agreement**"). Subject to the terms, conditions and limitations expressed herein, Sublicensor hereby grants to Sublicensee, a limited, revocable, personal, nontransferable and nonexclusive sublicense to receive and use certain Nielsen owned services to which Sublicensee has elected to subscribe in the RRC Customer Information Form (the "**Services**" and all information contained therein, the "**Nielsen Information**") for use in the United States during the Term.

Sublicensee acknowledges and agrees that the sublicensed Services are granted, and the Services are made available by Sublicensor to Sublicensee, pursuant to a separate master license agreement between Sublicensor and The Nielsen Company (US), LLC ("**Nielsen**"), dated February 3, 2016 (as amended, the "**RRC License Agreement**").

### **Article 1. Use and Disclosure of Services.**

#### **1.1 Permitted Uses of Sublicensed Services.**

(a) **Sublicensee Permitted Purposes.** Subject to the restrictions stated herein and only during the Term of this Sublicense Agreement, Sublicensee shall only be permitted to use the Services for the following purposes (subsections (i) and (ii) below collectively the "**Sublicensee Permitted Purposes**"):

(i) If Sublicensee is a Sublicensed Station, then such Sublicensed Station shall use the Services solely for such Sublicensed Stations' programming and media selling business (which includes fundraising) in the United States ("**Sublicensed Station Media Business**");

(ii) If Sublicensee is a Sublicensed Authorized Organization, then such Sublicensed Authorized Organization shall use the Services solely for the support of non-commercial radio stations and the public radio industry in the United States.

(b) Sublicensee agrees to exclusively use such Services and only disclose the Nielsen Information contained in the sublicensed Services for the Sublicensee Permitted Purposes:

(i) solely in the case of Sublicensed Stations, directly or through the Sublicensed Station's representatives to advertisers, prospective advertisers and their agencies in order to obtain and retain advertising accounts; or

(ii) through advertising or other promotional literature as permitted by the terms and conditions herein.

(c) For all permitted disclosures of the Services hereunder, Sublicensee shall accurately identify and attribute Nielsen as the source of any such disclosed Nielsen Information and/or Service and shall not claim Nielsen as the source of any independently generated information or present such Nielsen Information and/or Service in a misleading manner. All other uses not described herein shall not be permitted except by written consent of Nielsen.

(d) Notwithstanding the restriction set forth in Section 1.2(a)(vi) herein, Sublicensee may post certain limited amounts of Nielsen's Topline Ratings Data (Monday-Sunday 6AM-Midnight persons 6+ or 12+ estimates (but not statements of rank position)) (the "**Limited Online Excerpts**") on its own website subject to the restrictions set forth in this Sublicense Agreement; provided that in no event shall Sublicensee post and compare the Topline Ratings Data of non-commercial stations to the ratings data of commercial stations. In the event that such Limited Online Excerpts contain estimates for any station that is not a licensed subscriber of Nielsen's Services ("**Non-subscriber Limited Online Excerpts**"), then Sublicensee shall only be permitted to post such Non-subscriber Limited Online Excerpts in a secure password protected area of Sublicensee's website; provided that such Sublicensee's website's security uses at least unique

usernames and passwords for each user and an industry accepted encryption program to protect such Non-subscriber Limited Online Excerpts and access to the area where it is posted.

## 1.2 Restrictions.

(a) Sublicensee represents and warrants that it shall:

- (i) Execute this Sublicense Agreement with Sublicensor, and the Sublicensee Acknowledgement Agreement with Nielsen prior to receiving or using the sublicensed Services;
- (ii) Not decompile, reverse engineer, disassemble, sublicense, distribute, dispose of, modify, adapt, translate, or remove any proprietary or copyright legend from, any Service or Nielsen Information;
- (iii) Not combine, cross tabulate, index, model or in any way use the Nielsen Information provided hereunder with any other data or software programs provided from any other source, or with any other data, without Nielsen's prior written consent;
- (iv) Not use and/or include the Nielsen Information or Service in its own separate product or service to be sold to third parties;
- (v) Not disclose, distribute or disseminate any Nielsen Information and Services to a non-subscribing station or to any third party without Nielsen's prior written consent, except as permitted by this Agreement, and shall keep the Nielsen Information and Services confidential; and
- (vi) Not publish, post or provide the Nielsen Information and Services online except as permitted by Section 1.1 (d) herein.

(b) Sublicensee represents and warrants that its entry into this Agreement, its obligations performed under this Agreement, and any disclosure or use of data by Sublicensee shall not violate any law, statute, regulation or applicable industry self-regulatory code or guideline, or breach any other agreement or covenant to which it is a party or bound.

## 1.3 Confidentiality.

(a) Sublicensee agrees and warrants at all times to keep the Services confidential and not to disclose the Services except as permitted by this Sublicense Agreement. Sublicensee agrees to use its best efforts to prevent the unauthorized disclosure of the Services by Sublicensee's employees, subsidiaries, affiliates, those under its reasonable control, and agents, by authorized data processing firms used by Sublicensee, and by any and all other persons who obtain the Services from Sublicensee or its employees or agents. FOR SUBLICENSEE, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, THOSE UNDER ITS REASONABLE CONTROL, OR ITS AGENTS TO DIVULGE, USE OR DISSEMINATE ANY DATA, SOFTWARE AND/OR SERVICES TO A NON-SUBSCRIBING STATION OR TO LEND, USE, AND/OR GIVE AN ORIGINAL COPY OR ANY REPRODUCTION OF ANY PART OF ANY DATA, SOFTWARE AND/OR SERVICES TO ANY PERSON OR ENTITY NOT AUTHORIZED BY THIS SUBLICENSE AGREEMENT CONSTITUTES A MATERIAL BREACH OF THIS SUBLICENSE AGREEMENT AND A MATERIAL BREACH OF THE RRC LICENSE AGREEMENT.

(b) Confidentiality of Nielsen Respondents. Sublicensee agrees and warrants that it will not at any time attempt to determine the identity or location of any Nielsen survey respondent, and further agrees and warrants to promptly report any information that has come to its attention regarding the identity or location of such respondent. Sublicensee agrees to abide by all rules of the Media Rating Council regarding such confidentiality, and agrees that, pursuant to the terms of the RRC License Agreement, Nielsen may enjoin any such breach of confidentiality.

1.4 Third Party Processor. Provided Nielsen has been properly notified and has provided its consent pursuant to the RRC License Agreement, Sublicensee may engage a third party processor that is a then current licensee in good standing of Nielsen for the purpose of processing the Nielsen Services. All restrictions on the use of such Services provided under this Sublicense Agreement and the RRC Agreement shall apply to the third party processor's use and receipt. At its sole discretion, Nielsen may decline to enter into such agreement or grant a third party access or rights to Nielsen Information, and Nielsen reserves the right to charge for such access. Nielsen is not responsible for the accuracy of information produced by such third party from Nielsen Information.

1.5 Uses of References. Disaggregated data, data dictionaries, reference tools, data methodologies, data attributes/characteristics and certain data files are referred to as “**References**” and may only be used internally unless disclosure to a third party is authorized by Nielsen’s prior written consent. Attention is directed to the definitions, reminders and information concerning sampling methods, sample size, statistical interpretation and other related matters and information contained or referred to in the Nielsen Audio publication Understanding and Using Radio Audience Estimates which, as amended by Nielsen Audio from time to time, is incorporated herein by reference and made part of this Agreement. The current version of the Supplement is available at [www.nielsen.com/us/en/nielsen-solutions/audience-measurement/nielsen-audio/additional-resources.html](http://www.nielsen.com/us/en/nielsen-solutions/audience-measurement/nielsen-audio/additional-resources.html).

1.6 Legal Proceedings. No Services or Nielsen Information may be used in any legal or administrative proceeding. If such use is compelled by legal process, Sublicensee shall promptly give Nielsen advance written notice and, before such use, obtain confidentiality agreements, protective orders and evidentiary stipulations acceptable to Nielsen and shall limit the use to the minimum necessary to comply with such legal requirement.

## **Article 2. Warranties and Indemnification**

2.1 Disclaimer of Warranties. Sublicensee recognizes that Nielsen Information represents Nielsen’s opinion based on its analysis of data and information, including data from sample households and other sources that may not be under Nielsen’s control, and that Nielsen cannot guarantee the accuracy of Nielsen Information. Without limiting the foregoing, NIELSEN DISCLAIMS, AND SUBLICENSEE HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO SUBLICENSEE OR TO ANY THIRD PARTY, CONCERNING THE SERVICES AND NIELSEN INFORMATION PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT. The foregoing disclaimer shall not act as or constitute an admission by Nielsen that any Services or Nielsen Information constitute goods, commodities or tangible personal property under applicable law.

2.2 Limitation of Liability. Nielsen shall not be obligated to furnish any Nielsen Information and/or Service when conditions outside Nielsen’s control are not such as to permit Nielsen techniques to produce measurements in accordance with Nielsen’s standards. Nielsen will not be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, special, incidental or consequential damages, resulting from any failure to provide any Nielsen Information or Service, any errors or inaccuracies in the Nielsen Information and/or Service or the use by Sublicensee or third parties of any Service or Nielsen Information. THE SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUBLICENSOR’S BREACH OF ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, NON-INFRINGEMENT, TITLE, OR ACCURACY, AND THE SOLE AND EXCLUSIVE REMEDY FOR SUBLICENSOR’S LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE SERVICES, SUBLICENSED HEREUNDER AND ALL PERFORMANCE PURSUANT TO THE SUBLICENSE AGREEMENT, SHALL BE LIMITED TO A CREDIT FROM SUBLICENSOR IN THE AMOUNT OF SUBLICENSE CHARGES PAID BY SUBLICENSEE ON ACCOUNT OF THE AFFECTED SERVICES. Sublicensee agrees that it will notify Sublicensor in writing of any alleged defect in any Services within thirty (30) days after Sublicensee learns of said alleged defect or reasonably should know of said defect, whichever period of time is shorter. Sublicensee further agrees that any action to be brought by it concerning any Services shall be brought not more than one (1) year after such Services was originally published, disseminated or provided by Nielsen (or a Third Party Processor where applicable).

2.3 Indemnity. To the extent permitted by the law applicable to Sublicensee, and without waiving sovereign immunity if applicable to Sublicensee, Sublicensee agrees to defend, indemnify and hold Sublicensor and Nielsen harmless from and against all claims, damages, losses or expenses (including attorneys’ fees) arising, directly or indirectly, from (i) Sublicensee’s permitted use or disclosure pursuant to Article 1 herein or (ii) Sublicensee’s disclosure or use of the Services or Nielsen Information contrary to the terms of this Sublicense Agreement.

### **Article 3. Term, Suspension and Termination**

3.1 Term. Unless terminated in accordance with the terms hereof or unless otherwise provided in a Schedule for Services attached hereto, this Sublicense Agreement, shall commence on the date set forth under Sublicensee's signature below and shall terminate December 31, 2025 (the "**Term**"). Each twelve (12) month period commencing on the date of this Agreement shall be a "**Contract Year**". Further, in the event that a Service listed in this Sublicense Agreement is delivered after the expiration of the Term of this Sublicense Agreement, Sublicensee's license to use that Service shall continue under the terms and conditions of this Sublicense Agreement until the earlier of: (i) the next release of that Service in the applicable licensed market, or (ii) six (6) months after such Service's release.

3.2 Termination or Suspension. In the event Nielsen suspends or terminates the RRC License Agreement for any reason (including, but not limited to, expiration of the Term, immediate termination due to cessation of production of Services, termination on notice without cause, or termination or suspension for cause including but not limited for nonpayment of Fees or other breach of the RRC License Agreement) then this Sublicense Agreement shall be terminated or suspended concurrent therewith.

3.3 Cessation of Use and Return of Materials upon Termination. Upon termination or expiration of this Sublicense Agreement, (i) all rights and licenses granted to Sublicensee to use the Services and Nielsen Information shall cease and terminate immediately and (ii) Sublicensee shall discontinue use of and return to Nielsen all Services and the Nielsen Information provided hereunder. In lieu of return, Sublicensee may remove the Services and Nielsen Information from its systems and records, destroy tangible forms thereof, and certify such removal/destruction in a written certification satisfactory to Nielsen; provided, however, that copies created and archived by Sublicensee's information security systems shall be deleted as soon as practicable.

### **Article 4. General Provisions**

4.1 Ratings Distortion Activity. Sublicensee agrees and warrants that it shall not engage in any activities that are determined by Nielsen to be Ratings Distortion or Encoding Distortion (as defined in Nielsen's Rating Distortion and Rating Bias Handbook), including but not limited to, use of Nielsen's encoded signal for purposes unauthorized by Nielsen. In addition, Sublicensee agrees to abide by the Nielsen policies and procedures governing special station activities, including, but not limited to Rating Bias, set forth in the Rating Distortion and Rating Bias Handbook (PPM and/or Diary), as may be updated from time to time, available at [http://www.nielsen.com/content/dam/corporate/us/en/docs/nielsen-audio/ratingdistortionandbias\\_ppm.pdf](http://www.nielsen.com/content/dam/corporate/us/en/docs/nielsen-audio/ratingdistortionandbias_ppm.pdf).

4.2 Change in Service; Modification of Rates. In accordance with the RRC License Agreement, Nielsen reserves the right to exercise its professional research judgment in modifying, waiving or suspending any policy, procedure or element of methodology forming a part of the Services sublicensed hereunder, including the right to change the scope, nature, cost and rates of any Service sublicensed hereunder, as well as to cancel surveys or the preparation of Services, and to produce and provide abbreviated reports hereunder. In the event a report is cancelled entirely under circumstances that entitle Sublicensee to a credit, a credit will be issued to Sublicensee by Sublicensor.

4.3 Assignments and Changes in Licensee's Status. Sublicensee agrees and warrants to promptly notify Sublicensor of any changes to the nature or scope of Sublicensee's broadcast operation, to its business status (as a result of merger, purchase, expansion or otherwise), or to its Federal Communications Commission ("**FCC**") license. Sublicensee acknowledges that sublicense charges may be redetermined by Sublicensor in such event. Sublicensee acknowledges and agrees that pursuant to the terms of the RRC License Agreement, Nielsen may assign the RRC License Agreement at any time

without consent but that Sublicensee may not assign the Sublicense Agreement without Sublicensor first having obtained written consent from Nielsen to such assignment.

4.4 Third Party Beneficiary. Nielsen shall be a third-party beneficiary to this Sublicense Agreement and is entitled to all rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

4.5 Reservation of Rights. The parties hereto expressly acknowledge and agree that in addition to any rights, disclaimers, limitations against liability or other provisions or remedies with respect to Nielsen detailed herein, Nielsen reserves all rights, disclaimers, limitations against liability or other provisions or remedies available to it pursuant to the terms and conditions of the RRC License Agreement, notwithstanding Sublicensee's compliance or noncompliance with the terms and conditions of this Sublicense Agreement. All rights not expressly granted by Nielsen are hereby reserved.

4.6 Taxes. If Sublicensee is exempt from all taxes imposed by State or local authorities, then Sublicensee shall attach a copy of its valid, current State or Local Tax Exemption Certification. Otherwise, Sublicensee shall be liable for all taxes, however designated, by any taxing jurisdiction or authority.

4.7 Governing Law. This Agreement shall be governed by the laws of the "Governing Law State" set forth under Sublicensee's signature below, without regard to its choice of law provisions.

The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective party to execute the Sublicense Agreement, and to legally bind their respective party to the terms and conditions as set forth herein.

AGREED TO BY:

ACCEPTED BY:

Sublicensee: University of North Texas(KNTU Radio)

Sublicensor: Radio Research Consortium, Inc

18200 Hillcrest Avenue  
P.O. Box 1309

[Redacted signature area]

[Redacted signature area]

Date: 12/23/2020

Governing Law State Texas

[Redacted initials]

[Redacted initials] 1/ [Redacted initials]

## Sublicensee Acknowledgment Agreement

This agreement is by and between The Nielsen Company (US), LLC, a Delaware limited liability company, with offices at 85 Broad St., New York, NY 10004 ("**Nielsen**") and the undersigned sublicensee ("**Sublicensee**") (the "**Sublicensee Acknowledgment**").

Whereas, pursuant to a separate master license agreement between Radio Research Consortium, Inc. ("**RRC**") and The Nielsen Company (US), LLC. ("**Nielsen**"), dated February 3, 2016 (the "**RRC License Agreement**"), Nielsen has granted RRC rights to sublicense certain Nielsen owned services only to non-commercial radio stations ("**Sublicensed Stations**") or organizations that serve and support non-commercial radio station(s) (the "**Sublicensed Authorized Organization**");

Whereas, pursuant to a sublicense agreement between RRC and Sublicensee (the "**Sublicense Agreement**"), RRC grants Sublicensee a limited, revocable, personal, nontransferable and nonexclusive sublicense to receive and use the information contained in those certain Nielsen owned services to which Sublicensee has elected to subscribe in the RRC Customer Information Form (the "**Services**" and all information contained therein, the "**Nielsen Information**") in the United States for the Term defined therein;

Accordingly, Sublicensee acknowledges and agrees to the following:

1. Nielsen is a third party beneficiary of the Sublicense Agreement.
2. Sublicensee represents and warrants that it shall only use and disclose the sublicensed Services for the following purposes (subsections (a) and (b) below collectively, the "**Sublicensee Permitted Purposes**"):
  - a. If Sublicensee is a Sublicensed Station, then such Sublicensed Station shall use the Services solely for such Sublicensed Stations' programming and media selling business (which includes fundraising) in the United States ("**Sublicensed Station Media Business**"); and
  - b. If Sublicensee is a Sublicensed Authorized Organization, then such Sublicensed Authorized Organization shall use the Services solely for the support of non-commercial radio stations and the public radio industry in the United States.
3. Sublicensee agrees to exclusively use such Services and only disclose the Nielsen Information contained in the sublicensed Services for the Sublicensee Permitted Purposes: (x) solely in the case of Sublicensed Stations, directly or through the Sublicensed Station's representatives, to advertisers, prospective advertisers and their agencies in order to obtain and retain advertising accounts, or (y) through advertising or other promotional literature as permitted by the terms and conditions herein.
4. For all permitted disclosures of the Services hereunder, Sublicensee shall accurately identify and attribute Nielsen as the source of any such disclosed Nielsen Information and/or Service and shall not claim Nielsen as the source of any independently generated information or present such Nielsen Information and/or Service in a misleading manner. All other uses not described herein shall not be permitted except by written consent of Nielsen.
5. To the extent permitted by the law applicable to Sublicensee, and without waiving sovereign immunity if applicable to Sublicensee, Sublicensee shall indemnify Nielsen for all claims, damages, losses or expenses (including attorneys' fees) arising, directly or indirectly, from (i) Sublicensee's permitted use or disclosure pursuant to Article 1 of the Sublicense Agreement, or (ii) Sublicensee's disclosure or use of the Services or Nielsen Information contrary to the terms of the Sublicense Agreement and/or this Sublicensee Acknowledgment.

6. In the event Nielsen suspends or terminates the RRC License Agreement for any reason (including, but not limited to, expiration of the Term, immediate termination due to cessation of production of Services, termination on notice without cause, or termination or suspension for cause including but not limited for nonpayment of Fees or other breach of the RRC License Agreement) then the Sublicense Agreement shall be terminated or suspended concurrent therewith.
7. Nielsen shall not be obligated to furnish any Nielsen Information and/or Service when conditions outside Nielsen's control are not such as to permit Nielsen techniques to produce measurements in accordance with Nielsen's standards. Nielsen will not be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, special, incidental or consequential damages, resulting from any failure to provide any Nielsen Information or Service, any errors or inaccuracies in the Nielsen Information and/or Service, or the use by Sublicensee or third parties of any Service or Nielsen Information.
8. All rights to the Nielsen Information and Services are reserved by Nielsen.

Sublicensee's signatory below warrants and represents to Nielsen that s/he has full requisite corporate authority to enter into this Agreement on behalf of Sublicensee and that it has been granted and is possessed of full requisite authority to enter into this Agreement and to bind and obligate itself and such stations for the full performance of all terms, conditions, representations, warranties, obligations and liabilities including, without limitation, full compliance herewith by all of Sublicensee's respective employees, agents, representatives, licensees and permitted assigns.

**THE NIELSEN COMPANY (US), LLC**

By

Name:

Title:

Date:

[Redacted Signature]

[Redacted Title]

1/6/2021

Title:

Date:

Director of Purchasing

12/23/2020

## 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.

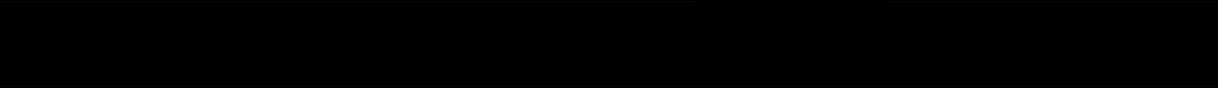
**Public Information.** UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may 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: Radio Research Consortium, Inc. UNIVERSITY OF NORTH TEXAS

By:   
Nam  
Title:  
Date: 12/23/2020 Date: 12/18/2020

## **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.