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Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("**Agreement**") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Minneapolis, MN 55439, and its Affiliates (defined below) (collectively, "**Siteimprove**") and **University of North Texas** ("**Customer**" / "**you**" / "**your**") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s)"; (C) Exhibit B, "Terms and Conditions"; and (D) UNT Software Agreement Addendum.

This Agreement replaces the previous Agreement with Quote #87207.

This offer is only valid if signed by you on or before April 6, 2021. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("**Included Services**"):

Product Bundle: **Education Complete**

Included Services	Limits (the "Limits")*
Quality Assurance Crawls website and identifies quality issues.	5,000,000 Pages
Policy Allows Customer to set website parameters to ensure consistency in content.	
Accessibility Checks website against selected WCAG 2.1 accessibility standards and WAI-ARIA techniques.	
SEO Details technical and content-related issues affecting search engine rankings and traffic to the website.	
Priority Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.	
Accessibility Community Membership Membership to Siteimprove's Accessibility Community.	
PDF Scanning	5,000,000 PDFs
Response Monitors website's availability and performance.	50 Response Check Points
Usability Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.	250 Maps
Elite Support Plan	

* The Limits consist of the following and their applicable definitions:

    Pages: A Page is an electronic document created with HTML and accessible with a browser.

    Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the

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globe.

Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at http://my.siteimprove.com. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Academy Plus

Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "Course"). The Included Services also include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in **Exhibit A**.
- Websites can be added to the Included Services, subject to the approval of Siteimprove. Additional URLs may subject you to additional charges, which will be documented in a mutually-agreed change order.
- You must be the owner of the approved website(s).
- You can only add websites — approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Term

The first date for this Agreement (the "**Effective Date**") is February 3, 2021. This Agreement will remain in force for a period of 3 years following the Effective Date (the "**Initial Term**"). After the Initial Term, This Agreement may be renewed for two additional consecutive periods of 12 months each (the "Renewal Term") upon notice by Customer.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **$79,794** (the "**Fee**").

Invoices & Payments

All invoices are sent to the email address listed in the Customer Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

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You will be invoiced as follows:

- On February 3, 2021, you will be invoiced for the Fee and, if applicable, the Implementation Fee set forth in Exhibit D.
- At least 45 days prior to the start of the second year of the Initial Term, you will be invoiced for the Fee.
- At least 45 days prior to the start of the third year of the Initial Term, you will be invoiced for the Fee.
- If the parties mutually agree in writing to renew, at least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee for the Renewal Term.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (**Exhibit B**).

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Customer Information (Required)

You may be subject to sales tax (or equivalent). Sales tax is determined based on the below-entered service location. Sales tax is not included in the Fee.

Service Address (Must be a physical address. The Service Address cannot be a PO Box)

Name:

_____

Address:

_____

_____

Email:

_____

Phone:

_____

Billing Address (only complete if different from Service Address)

Name:

University of North Texas System

Address:

1112 Dallas Drive Suite 4000 Denton, TX 76205

invoices@untsystem.edu

Email:

940-369-5500

Phone:

_____

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Customer Information

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

☒ Yes, please attach exemption form.

☐ No.

Is a Purchase Order Number ("PO") required?

☒ Yes, please provide Purchase Order Number: _239653_

☐ No

If a PO is required, will you be providing a new PO for each invoice?

☒ Yes

☐ No, the provided PO number can be used for the initial invoice and all subsequent invoices

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Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

University of North Texas

April 5, 2021 | 08:36 CDT

3/25/2021

Date

Date

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Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- Public-facing websites owned by Customer.

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Exhibit B: Terms and Conditions

1. DEFINITIONS

a. **Interpretation.** Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. **"Affiliate"** means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. **"Confidential Information"** means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. INVOICES; PAYMENTS; PAST-DUE INVOICES; RENEWALS

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. The Fee during any Renewal Term will be increased by 7% above the Fee in the immediately prior term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

3. TERMINATION

a. **For Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

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b. **For Convenience.** During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 90-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

4. **INCLUDED SERVICES**
Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access the Included Services.
a. **Ownership.** Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.
b. **Use.** The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.
c. **Restrictions.** This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law.

Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.
d. **Support.** Siteimprove will provide support to the Customer pursuant to the agreed plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.
e. **Operational Data.** The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.
f. **Development Site.** The Included Services may be used on a temporary staging environment, which hosts web content prior to the launch of Customer's new website (a "**Development Site**") for up to one (1) year at no additional charge ("**Complimentary Scanning**"). Customer's live website must be included in Customer's subscription, and the Limits applicable to a Development Site must not exceed the Limits of the mirrored live site. Customer's permanent testing environments which remain active post-launch for ongoing testing and maintenance purposes are not eligible for Complimentary Scanning. To add a Development Site, Customer must either: (i) add the Development Site via the Siteimprove platform; or (ii) submit a ticket through the Siteimprove Help Center (https://support.siteimprove.com).

5. **REPRESENTATIONS AND WARRANTIES**
a. **For Siteimprove.** Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will

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not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b.   For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered; and (v) it is aware that the Included Services are designed and developed to handle information that can be viewed on a public website and acknowledges that any data scanned through the Included Services on a Development Site will be processed and stored by Siteimprove just as data scanned on a public website.

c.   Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6.   **FORCE MAJEURE**
No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control (**"Force Majeure Events"**). Force Majeure Events include: (a) acts of God; (b) flood, fire,

earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

7.   **LIMITATION OF LIABILITY**
a.   In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.
b.   In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8.   **CONFIDENTIALITY**
Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or

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disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. **ASSIGNABILITY**
    This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. **NOTICES**
    Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Customer Information Section. Notice to Siteimprove should be sent to:
    Siteimprove, Inc.
    Attn: Legal Department
    7807 Creekridge Circle
    Minneapolis, MN 55439
    With a copy to:
    legal@siteimprove.com

11. **GOVERNING LAW**
    This Agreement will be governed by and construed in accordance with the laws of Texas and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts

of Texas will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

12. **NO WAIVER**
    The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

13. **PUBLICITY**
    Customer consents to Siteimprove reproducing and publicizing its name, and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

14. **COUNTERPARTS**
    The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

15. **SEVERABILITY**
    Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

16. **ENTIRE AGREEMENT**
    This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

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Exhibit C - Elite Support Plan

1. SCOPE OF SERVICES. Siteimprove provides Elite support as set forth in this Elite Support Plan.

2. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

3. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our Help Center (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

3.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within four (4) Business Hours. "Business Hour" is defined as 1 hour of the open hours for all regional support centers (see Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (unlimited)
- Custom setup of internal search tracking
- Setup of Development website crawls
- Set up of non-public website (excluding development sites and subject to additional terms and conditions)
- Set up of custom advanced policies
- VPN configuration and access
- SSO configuration and access
- API Support
- 24x5 follow-the-sun support

Siteimprove commits to work to the best of its abilities towards the following targets or until a resolution to the ticket or request is found. A resolution is defined as: an answer to a question; a workaround to an issue; a hotfix to a platform issue; or a confirmation that an issue will be fixed in the next or a future release. The aspirational performance metrics for Resolution Time are set forth in the below table.

SEVERITY	COSMETIC	MINOR	MAJOR	CRITICAL
First Reply Time	4 Business Hours			
Resolution Time	Future Release		Next Release	3 Days

3.2 SEVERITY LEVELS. When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC	MINOR	MAJOR	CRITICAL

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- Minor problem not impacting service functionality
- Feature requests or missing or erroneous documentation
- Question/ information request that does not affect delivery of service

- Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists
- The problem is with a non-critical feature or functionality

- Service is operational but performance is highly degraded to the point of major impact on usage
- Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion
- Access to a particular third-party application or service provider deemed noncritical is impacted

- Service is down or unavailable
- Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact
- Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response
- Data is corrupted or lost and must be restored from backup
- Any critical error encountered will be worked on by Siteimprove during EMEA business hours until resolved

4. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
  Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC
  excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve
- EMEA Support Center - Copenhagen, Denmark
  Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC
  excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia
  Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC
  excluding New South Wales national and regional public holidays

5. SYSTEM AVAILABILITY.

5.1 STANDARD. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine point nine percent (99.9%) of the time ("**System Availability**"). System Availability is calculated as:

$$\frac{[\textit{Total number of minutes in a calendar month}] - ([\textit{Scheduled Downtime}] + [\textit{Unscheduled Outage Time}])}{[\textit{Total number of minutes in a calendar month}] - [\textit{Scheduled Downtime}]} \times 100\%$$

Scheduled Downtime is defined in Section 8. "**Unscheduled Outage Time**" is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 5.3 (**Exceptions**).

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5.2 MONITORING AND MANAGEMENT. Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at http://status.siteimprove.com/ (https://support.siteimprove.com/); (c) resolve the outage or, if determined to be an internet provider problem, open a ticket with the internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 5.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.

5.3 EXCEPTIONS. No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer's misuse of the Included Services; (ii) failures of Customer's internet connectivity; (iii) Customer's failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

6. SYSTEM RESPONSE RATE. Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("**Response Rate**"). The Response Rate will be measured from the time the inquiry is received by the Included Services to the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove's choosing and reporting is available upon written request.

7. LIABILITIES. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("**Service Credit**"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer's Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer's sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

8. SCHEDULED DOWNTIME. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the included Services ("**Scheduled Downtime**") as long as Customer has signed up for the alerts at http://status.siteimprove.com (https://support.siteimprove.com/).

9. MAINTENANCE OF INCLUDED SERVICES. Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

10. TERM. This Elite Support plan remains in force for as long as Customer continues to pay Siteimprove for the Elite Support. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.

UNT SOFTWARE AGREEMENT ADDENDUM

The following terms and conditions are incorporated into and form a part of the Agreement between The University of North Texas ("University") and Siteimprove, Inc. ("Service Provider"). In the event of a conflict between the Agreement and this Addendum, 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) unless otherwise specified in an applicable statement of work executed by The University and Service Provider under the Agreement, 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. Service Provider 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 System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Service Provider 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. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against University. 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 University 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. Venue for any suit filed against University 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, University'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, University shall issue written notice to Service Provider that University may terminate the Agreement without further duty or obligation.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Service Provider shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Service Provider agrees that the Agreement can be terminated if Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Service Provider agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University's records retention requirements.

Required Posting of Contracts on Website. Service Provider acknowledges and agrees that University 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, subject to any applicable redactions allowed under Section 2261.253 of the Texas Gov't Code.

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

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

Access to Confidential Information. If the performance of the Agreement contemplates the sharing with, and/or storing of information by Service Provider that is confidential, highly sensitive, and/or protected by law (the "Confidential Information"), Service Provider shall comply with any and all applicable state and federal laws and University policies and procedures governing the use and/or safe-keeping of the Confidential Information, including but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule and amendments thereto (collectively, "Privacy Laws").

University Rights in University Data. University retains all rights to, title to, and interest in University data, and Service Provider's use and possession thereof is solely for University's behalf. University may access and copy any University data in Service Provider's possession at any time, and Service Provider shall facilitate such access and copying promptly after University's request.

De-identified Data. In demonstrating the services, for benchmarking purposes, or in publications, marketing materials, or presentations, Service Provider may only use, copy, display, demonstrate, publish, market, present, or use de-identified University data. Service Provider will ensure that all de-identified data 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 unless Service Provider ensures compliance with applicable laws.

Limitations of Liability. Service Provider's limitation of liability shall not apply to Service Provider's obligations of intellectual property indemnification and compliance with laws.

No Unilateral Change of Terms. No changes in the terms and conditions of this Agreement, terms and conditions of use or in Service Provider's policies shall be enforceable against University unless approved by an authorized signatory of University.

Use of University marks. Service Provider will not use the name or logo of University in any advertising or promotional material except with the prior review, approval, and express written permission of the University, which shall not be unreasonably withheld. Notwithstanding the above, Service Provider may add The University's non-stylized name to a simple list of customers if such use is a statement of fact, and not for promotional or publicity purposes. Examples of such use as a statement of fact include responses to RFPs requesting existing customer names, and in customer presentations where existing customer names are listed in the presentation materials. Such use as a statement of fact will only include the University's name and will not include use of the University's logos or marks.

SIGNATURE PAGE TO FOLLOW

UNIVERSITY OF NORTH TEXAS	SERVICE PROVIDER

Date: 3/25/2021

Date: April 6, 2021 | 07:41 CDT

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.