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**Emsi Representative: Bryce Young**

### Analyst Agreement

This Analyst agreement is between University of North Texas of Denton, Texas (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Emsi”).

#### **I. Subscription Term**

Emsi will provide Licensee with access to Analyst beginning January 1, 2021 and ending December 31, 2022, unless this agreement is extended or renewed.

#### **II. Fee**

The fee for the subscription is \$40,000.00, due as follows:

- \$20,000.00 for first year subscription, invoiced upon contract signature
- \$20,000.00 for second year subscription, invoiced 30 days prior to second year subscription start date

Invoices are due 30 days from receipt. Sales tax will be added for non-tax-exempt institutions when applicable.

#### **III. Subscription Services**

##### **Users**

Emsi will provide Licensee with access to Analyst for up to 5 authorized user(s). Authorized users must be employees of Licensee or of a partner entity specifically listed below. Emsi will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee’s authorized user list and coordinate training.

List of partner entities receiving users through this agreement (if applicable):

##### **Licensed Dataset**

Licensee will be provided access to the following selected United States data (“Licensed Dataset”):

| <u>Region</u>                                | <u>Analyst Data Detail</u>                   | <u>Analyst Add-Ons</u>                     |
|--|--|--|
| <input checked="" type="checkbox"/> National | <input checked="" type="checkbox"/> Emsi Zip | <input type="checkbox"/> On-Site Training* |
| __ State(s)                                  | <input type="checkbox"/> Emsi Zip            |  |
| __ County(ies)                               | <input type="checkbox"/> Emsi Zip            |  |
|  | <input type="checkbox"/> Emsi County         |  |
|  | <input type="checkbox"/> Emsi County         |  |
|  | <input type="checkbox"/> Emsi County         |  |

List of selected region(s) (if applicable):

**\*Additional Fee** (*this additional fee is applicable only if the Product Add-On “On-Site Training” is selected above*) In addition to the subscription fee, if Licensee chooses to add an On-Site Training to their agreement, Licensee shall reimburse Emsi, upon completion of the On-Site Training, for travel expenses of the Emsi trainer(s) at an estimated cost of \$1,500.00 but not to exceed \$2,000.00. Emsi will provide Licensee with an itemized invoice for reimbursable travel expenses payable within 30 days of receipt.

##### **Additional Services Provided**

The subscription includes the following services:

- Analyst user training
- Technical support via telephone or e-mail
- Access to all new data releases (new data is released periodically)
- Access to Emsi Profile Analytics
- Access to all Analyst updates and upgrades during the subscription period

#### IV. Terms of Service

Economic Modeling, LLC dba Emsi ("Emsi") provides online SaaS applications that use labor market data to connect and inform people, education, and business. Emsi's applications include Analyst, Developer, Career Coach, Workforce Insight, Alumni Insight, Profile Analytics, Talent, Staffing, and College Analyst. These Emsi Terms of Service ("ToS") apply to all Emsi's current applications, as well as any applications Emsi develops in the future whether or not they are named here (collectively "Emsi Apps").

##### License

Licensees of Emsi Apps are granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") through Emsi Apps as follows:

- a) Unless otherwise stated in a written agreement, login credentials (a username and password) will be issued only to employees of a Licensee ("authorized users"). Login credentials may not be shared. Licensee will not allow access to Emsi Apps by anyone who has not been assigned login credentials by Emsi.
- b) Licensee and Licensee's authorized users may (i) download elements of the Licensed Dataset using the download tools in Emsi Apps for Licensee's internal use, and may (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business, either for Licensee or for a third party, provided that Emsi is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Emsi Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.
- c) Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
- d) Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Emsi content from Emsi Apps or the Licensed Dataset, or otherwise access Emsi Apps or the Licensed Dataset by any automated means or process, except as expressly permitted by Emsi.
- e) Neither Licensee nor Licensee's authorized users will attempt to replicate Emsi Apps or the Licensed Dataset in design, content, or functionality.
- f) If an Emsi App or Licensed Dataset includes access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
- g) Any Licensed Dataset that includes profile data or PII is to be used for research purposes only. No Licensed Dataset may be used to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
- h) The individual job postings may only be used for, broadly defined, the discovery, interpretation and/or communication of meaningful patterns in and/or aggregations or summaries of the respective data through software tools for any purpose, including but not limited to the calculation of aggregate statistics or use of the data for any investment purpose (individually and jointly also referred to as: "Analytics"). The use of the individual job postings or any subset, modified or derived version thereof for any other purpose than for Analytics, including but not limited to making the individual job postings available to third parties (e.g. on a website that is publicly accessible or as content in any software system) is prohibited; except that access to a limited number of individual job postings as illustrations of the use for Analytics purposes is permitted (up to a 100 individual job postings at maximum per illustration access).

Licensees may contact Emsi for permission to use the Licensed Dataset in a use case not covered by these ToS.

##### Disclaimers

The reports and forecasts in Emsi Apps and Licensed Datasets are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Emsi Apps and Licensed Datasets may differ significantly from actual circumstances or outcomes. In addition, Emsi cannot make any representation of the completeness of data aggregated from any source.

Emsi Apps use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Emsi Apps and the Licensed Datasets are provided "as is," without warranty for a particular purpose or project. Emsi is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on Emsi Apps and the Licensed Datasets and the outcomes of those decisions, including any economic loss.

EMSI'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO EMSI FOR THE PRODUCT OR SERVICE IN QUESTION.

Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Emsi Apps described at [http://www.economicmodeling.com/docs/analyst\\_technical\\_requirements.pdf](http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf).

Emsi updates and upgrades products and services periodically. Emsi is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee. Emsi may update these ToS at any time without prior notice. Substantial changes to these ToS will be presented to authorized users at their next login after the changes are posted. Authorized users are required to read and agree to these ToS as a condition of using Emsi Apps and Licensed Datasets.

For answers to questions about Emsi Apps, Licensed Datasets, or these ToS, go to Emsi's online Knowledge Base, use Emsi's online Get In Touch contact form, or contact an Emsi customer service representative by email or at 208-883-3500.

**V. Applicable Law**

Any litigation regarding interpretation or enforcement of this agreement shall be brought in the state of Texas, and this agreement shall be interpreted according to the laws of the state of Texas without regard to any conflict of law provisions.

**VI. Licensee Contact Information** (to be completed by Licensee before contract signature)

|        | Invoice Contact | Admin User |
|--------|-----------------|------------|
| Name:  |                 |            |
| Title: |                 |            |
| Email: |                 |            |

**VII. Compliance with Laws**

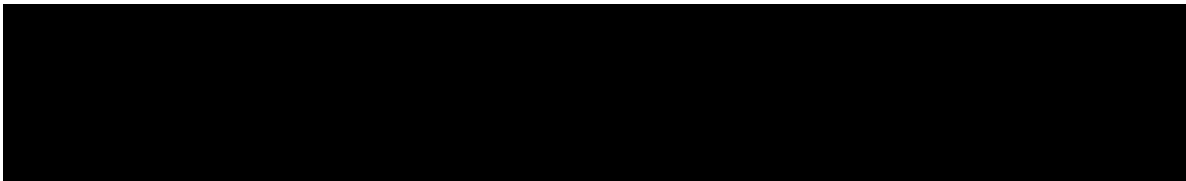
Emsi warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Emsi to continue performance, Emsi may immediately terminate its performance under this agreement without penalty. If Emsi terminates under this section, Emsi will refund the unused portion of any prepaid fees.

**VIII. Complete Agreement**

This is the complete agreement between the parties. Any amendments to this agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties.

**For Emsi:**

**For Licensee:**



2/10/2021

Date

Economic Modeling, LLC  
409 South Jackson Street  
Moscow, ID 83843

University of North Texas  
1501 W.Chestnut Ave.  
Denton, Texas 76203-1277

## 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.

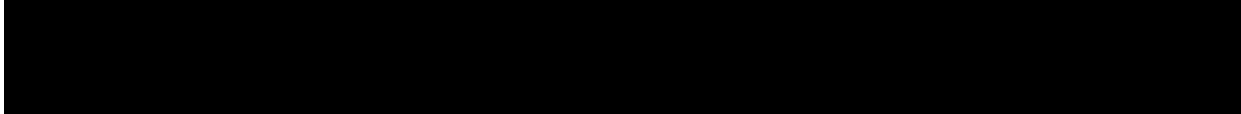
Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise 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: Emsi

UNIVERSITY OF NORTH TEXAS



Date: 2/10/2021

Date: 2/10/2021

## **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.