

SALES AND SERVICES AGREEMENT

BETWEEN

**Onity Inc.
4001 Fairview Industrial Dr., SE
Salem, OR 97302**

Hereinafter called "Onity"

AND

**University of North Texas
1155 Union Circle
Denton, Texas 76203**

Hereinafter called "Customer"

EFFECTIVE DATE: May 28, 2021

WHEREAS, Onity and Customer desire to negotiate standard terms and conditions;

WHEREAS, upon execution of this agreement ("Agreement"), Customer will make one or more purchases by submitting to Onity executed sales quotes ("Sales Quote"), purchase orders accepted by Onity ("Purchase Order") or work orders accepted by Onity ("Work Orders") listing the project, a description of material and services being purchased, and quantities and prices for the material and services.

ACCORDINGLY, in consideration of the premises and the following promises, covenants and agreements, Onity and Customer hereby agree that purchases of equipment and services by Customer from Onity will be governed by the terms and conditions contained herein and the applicable Onity Sales Quote as follows:

1. TERM AND TERMINATION.

- A. The term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years (the Term).
- B. Either party may terminate the Agreement for its convenience by giving the other party written notice sixty (60) days in advance of the proposed termination date; provided, however, that Customer shall be responsible to timely pay Onity for any amounts owed to Onity, and Onity shall complete any Work agreed upon pursuant to a Sales Quote or Purchase Order.
- C. Either party may terminate the Agreement upon written notice to the other party (a) if the other party breaches any terms of the Agreement (excluding payment obligations) and the breaching party does not cure such breach within ten (10) business days after written notice by the non-breaching party of such breach; (b) if either party makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or shall admit in writing its inability to meet its obligations as they mature, or (c) if any statute, ordinance, rule or regulation hereafter promulgated by any legislative body or agency having jurisdiction over either party prohibits the transaction of business of the nature to be transacted hereunder. Should the Agreement be terminated under this provision by Onity, Customer shall immediately pay Onity for any outstanding amounts owed to Onity, and Onity's obligations under the Agreement shall terminate without penalty to Onity.

2. WORK; ORDERS; CHANGE ORDERS

- A. All purchases by Customer of Onity product ("Product") and/or related services ("Services") (individually and collectively "Work") will be governed by the terms and conditions in this Agreement during the Term unless expressly agreed to in a written agreement that references this Agreement by name and date.
- B. The Work shall be deemed completed and accepted upon the earlier of (i) the certificate of occupancy; or (ii) beneficial use. Completion and acceptance of the Work shall constitute Onity's right to payment in full for the Work.

- C. The Customer may issue Purchase Orders, Work Orders or other documents for administrative and billing purposes, provided, however, Customer expressly acknowledges and agrees that any terms and conditions in such Purchase Orders, Work Orders, or other documents shall not in any way add to, delete from or alter any of the provisions of this Agreement.
- D. To the extent that door hardware specifications include ANSI/BHMA 156.13, 156.18 and 156.25, Onity expressly rejects the foregoing specifications. Prior to commencement of the Work, Customer will be presented with certain Project Requirements by Onity to Customer, or Customer's project manager or other designee ("Customer's Representative").
- E. Onity agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services provided by Onity are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Onity's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Onity will not agree to provide or certify cost or pricing data, nor will Onity agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Onity.
- F. Any changes requested by Customer to the Work must be made by written change order agreed to and signed by Customer or Customer's Representative authorized to execute change orders ("Change Order"), and Onity, and will become an amendment to this Agreement, subject to the Terms and Conditions of this Agreement. Customer will incur a \$100 fee for each Change Order, and Change Orders may affect the total amount set forth in the Sales Quote ("Price") and Work completion date. The resulting fees and change in the Price and completion date shall be added to or deleted from the Price and Work schedule. Change Orders and any related fees will be invoiced upon receipt of the executed Change Order. Additional shipping and handling fees as well as applicable taxes will apply to all Change Orders. Onity will not be obligated to perform any changes in the Work unless agreed to by such written change order.

3. DELIVERY AND PERFORMANCE.

- A. Materials will not be ordered without an executed Sales Quote or Purchase Order and receipt of any required deposits or payments under this Agreement. Approximate lead-times for delivery are from date of Onity's acceptance of a Purchase Order or executed Sales Quote and receipt of deposit, or required payments and are as follows: (a) Standard 626 finish Lockset and standard locking system Product - six (6) weeks; (b) all other Locksets and locking system Product - ten (10) weeks; (c) Safes Product - fourteen (14) weeks; (d) EMS Product - six (6) weeks; and (e) Non-stock Product - twelve (12) weeks. Any lead-time less than the time listed above will be considered a "rush" and must be approved either at time of initial order or through Change Order and will incur expedited handling charges of 20% of the total order as well as Change Order fees. Onity reserves the right to change the standard lead times. If such lead time impacts Customer's commencement or completion date or Customer accelerates the Work, then Customer and Onity shall mutually agree upon an extension of time or an equitable adjustment in the Price of the Work in order to accommodate the completion date by Change Order. It is Customer's duty to inform Onity of all changes in the schedule that affect Onity's delivery of the Work.
- B. All shipments are FCA Onity's dock, at which time title will pass to Customer. As a courtesy to Customer, Onity will replace damaged Product at no charge if the Product is damaged or lost during shipment using Onity's carrier. Customer must request a Returned Materials Authorization Number ("RMA #") from Onity in advance of any returns. Customer returns which do not bear a valid Onity RMA # that is visible on the outside of each carton (or in the event such return is palletized, on the outside of each pallet) shall be subject to rejection of the return by Onity. Any such rejection by Onity shall be at the risk of Customer. Upon verification of the loss or damage by Onity and receipt of the damaged Product from Customer, Onity will credit Customer's account for any Product lost or damaged in transit.
- C. Should the Work require shipment to or performance in Canada or any other country, territory or region where Onity must obtain any governmental permissions, permits, approvals, licenses or other requirements, Onity shall be excused from performance hereunder in the event Onity cannot obtain such permissions, permits, approvals, licenses or other requirements in a timely manner.
- D. If Onity has quoted Work based on information, plans or specifications provided by Customer, Customer's failure to provide accurate information may affect the ability of installers to commence or complete the Work as scheduled resulting in a Change Order for additional material, trip charges, labor, tax and shipping, handling or other fees or expenses, and Customer agrees to sign such change order and pay such sums. Inaccurate information includes, but is not limited to, measurements, product finish, door/frame condition, door/frame

material, handling of product, quantity of product, number of doors or rooms which need material, or incomplete plans or specifications. If delays are incurred due to inadequate preparation for the Work by Customer, and the installer or trainer is required to return to the project location, Customer will be charged an amount per day each day the Work is delayed at Onity's then current rates plus expenses.

- E. If Onity is providing installation or training services, Customer agrees to have at least the following available and ready for installation or set up: (a) Locksets – eighty (80) consecutive doors per day; (b) Safes – twenty (20) consecutive rooms per day; (c) Access – five (5) doors per day; and (d) Locations for front desk system/encoder. Hallways or rooms must be reasonably clear of people, furniture and equipment. Doors must be painted, sanded and hinged in the opening prior to installation. Customer is responsible for installing all cable, terminal connectors and power outlets required for access door systems or the front desk system/encoder per Onity specifications. All safe locations must be prepared, according to Onity's instructions, prior to installation. Customer agrees to pay Onity's current trip charge if Onity is unable to work due to Customer's failure to comply with any applicable provision of this paragraph.
- F. If the installation and/or training date is rescheduled, cancelled or changed by any party other than Onity within fourteen (14) days prior to the confirmed scheduled installation and training date, or keying information is not provided to Onity within fourteen (14) days prior to confirmed scheduled installation and training date, Customer will be charged \$750.00 (excepting federal government projects, in which Customer will be charged the actual costs to Onity for rescheduling). In the event Customer has not met the requirements for proper installation as outlined in the pre-installation assessment guideline, if applicable, Onity may, at its option, elect to terminate the order, including the provision of any goods or services thereunder. Field re-preparation of existing doors may affect the labeling certification of doors, and Customer is responsible for re-certification of the doors. Re-certification may affect the installation schedule and costs. Onity's then current rate shall be charged for all additional training requests. If Customer cancels the delivery of Product, or any portion thereof, more than fourteen (14) days after Customer accepts Onity's Sales Quote, Customer shall be subject to a twenty percent (20%) cancellation fee per cancellation occurrence. Special order or non-stock Product cannot be returned. Unless otherwise mutually agreed upon by the parties, Customer shall be subject to a twenty percent (20%) storage fee if Customer does not accept delivery of Product within ninety (90) days of the mutually agreed upon scheduled delivery date. A Change Order is not required for any charges or fees arising under this Section 3.G.
- G. Conditions not apparent during initial site survey or take-off may add to the cost and completion time of the Work. Such costs will be charged to Customer at Onity's then current rates.
- H. If Onity determines at any time that the cabling or pre-wiring is deficient or sub-standard, terminated, or installed incorrectly, Customer will be responsible for correction of the condition and will be charged at Onity's then current rates for any additional labor and materials required after Customer corrects the condition.
- I. Onity shall not be bound by any project labor agreement.
- J. Customer is responsible for the storage of the delivered Product and materials prior to and during installation, and Onity will accept no responsibility for loss incurred for inadequate storage.
- K. Failure to provide the minimum of doors and rooms as set forth in the Project Requirements will affect the installation schedule and may result in additional charges to Customer.
- L. Additional charges which occur as a result of E, F, G, H, I or J of this Section 3 will be invoiced upon (1) Onity's change in schedule, (2) installer's or trainer's scheduled return, (3) cancellation, (4) non-receipt of required information, or (5) discovery of condition.
- M. Customer will provide installers and trainers with lodging, parking and material storage at the sole expense of Customer. Lodging is required as follows, with no more than two (2) people assigned per room: (i) Guest room lock and safe crews - two (2) or more rooms, (ii) perimeter lock crews - one (1) room, (iii) energy management crews - one (1) room per two (2) installers, and (iv) trainers - one (1) room, for the duration of the installation, training, and on-site support. If rooms, parking and/or storage are not available, a per-diem per day will be established, based upon the value of the rooms, parking and storage, and added to the Price and billed to the Customer.
- N. Customer acknowledges that union rate changes are beyond the control of Onity and in such cases where union rates have changed between the time of the execution of this Agreement and the installation date, it will be necessary for Onity to re-quote such labor rates to Customer reflect those changes.
- O. It is the Customer's duty to inform Onity of all changes in the schedule that affect Onity's delivery of the Work. Delays, rescheduling, cancellation and other unexpected changes that are not the fault of Onity or within Onity's control may prolong delivery and installation timeframes. Onity shall have no liability or obligation for any liquidated damages or other damages attributable to project delay.

4. PAYMENT TERMS.

- A. Product will be invoiced upon shipment. Installation, certification or training will be invoiced when completed.
- B. . 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. Onity 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. Prepayment requirements shall be as follows: (i) New construction projects - At Onity's sole discretion, partial or full prepayment may be requested due to Customer's credit status or as required by law; and (ii) Retrofit projects - A minimum prepayment of twenty-five percent (25%) is due upon the execution of this Agreement to cover the costs of approvals, engineering and shop drawings and additional prepayments up to 100% may be requested at Onity's sole discretion due to Customer's credit status or as required by law.
- C. If required, the costs of permits, performance and payment bonds, shall be borne by Customer.
- D. It is Customer's responsibility to account for fees for shipping, handling, taxes, Change Orders and any other additional fees added to any invoice pursuant to this Agreement. Onity may suspend shipping materials and Product and/or installation and/or training if Customer's account is more than thirty (30) days past due. To the extent not prohibited by the Constitution and the laws of the State of Texas, Onity shall be entitled to recover its reasonable attorney's fees and other costs incurred in event that Onity determines it is necessary to take legal action or to employ the services of an attorney or agency to collect payment for any part of the work or services set forth in this Agreement or to enforce its lien rights.
- E. Notwithstanding the above, and in addition thereto, Customer shall be responsible for (a) the payment of all shipping and delivery charges; (b) charges at Onity's then current labor and materials rates for the performance of any Work authorized by Customer outside: (i) the scope of the Work under this Agreement, (ii) Onity's obligations under this Agreement, or (iii) Onity's obligations under the Limited Installation or Product Warranty; and (c) all taxes and government charges imposed associated with the Work, including without limitation, licenses, permits, and code compliance.
- F. If a Sales Quote, Purchase Order or Change Order does not include applicable shipping and handling or sales tax, Customer is responsible for paying these amounts. Customers exempt from remitting sales and use tax must provide a tax-exempt certificate to Onity prior to ordering material.

- 5. **SOFTWARE LICENSE AND WARRANTY.** Software provided under this Agreement ("Software") is licensed solely with the Product provided hereunder ("License") and is subject to the terms and conditions of the End User License Agreement contained in the Software. Customer acknowledges and agrees that the source code form remains a confidential trade secret of Onity and therefore hereby agrees not to reverse engineer, decompile, disassemble or otherwise translate the Software. This License only conveys a limited and revocable right of use and does not convey an interest in or to the Software and related material. Customer may make a copy of the Software solely for backup and archive purposes. The sales price paid hereunder is paid in consideration of this License. Non-payment of the sales price may result in revocation of this License. Onity warrants, for Customer's benefit alone, for a period of ninety (90) days from the Effective Date of this Agreement (referred to as the "Software Warranty Period") that the Software shall operate substantially in accordance with the functional specifications in the user's manual. If during the Software Warranty Period, a defect in the Software appears, it may be returned to Onity for either replacement or, if so elected by Onity, refund of the fees paid for the software under this Agreement. Customer agrees that the foregoing constitutes the sole and exclusive remedy for breach by Onity of the Software warranties made under this Agreement. Customer acknowledges that the Software is of U.S. origin and subject to the export control laws of the United States and applicable export and import control laws of other countries. Customer agrees to comply with and use the Software in a manner consistent with such applicable international and national laws, rules and regulations that apply to the Software and Customer's use of the Software, including the U.S. Export Administration Regulations, as well as end user, end use, and destination restrictions issued by U.S. or other governments. All rights to use the Software are granted on the condition that such rights are forfeited if Customer fails to comply with this Agreement. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE CONTAINED THEREIN, IS LICENSED "AS IS," AND ONITY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITED WARRANTY.

- A. Onity warrants that Onity-supplied Product (except batteries and keycards) installed by Onity shall be free of defects in materials and workmanship ("Limited Product Warranty") in accordance with manufacturer's specifications under normal use and service as follows: (i) for a period of two (2) years for Onity locking systems and (ii) for a period of one (1) year for all other Onity supplied Product. Such warranty commences as of the date of shipment of the Product (the "Product Warranty Period"). During the Product Warranty Period, if Customer has paid in full all amounts then due and owing, then as Customer's sole remedy hereunder Onity shall, provide technical telephone support and/or, in Onity's discretion, provide direction for depot repair or replacement of defective Product, in accordance with Onity Return & Warranty Policy (available at <http://en.onity.com/warranty>). Onity's Return & Warranty Policy is subject to change in Onity's sole discretion. Onity's obligation pursuant to such Limited Product Warranty does not extend to any goods or parts thereof which Onity determines to have been either subjected to misuse, accident or neglect or installed by a non-Onity certified installer, operated, maintained, repaired, or altered improperly or otherwise than in conformity with Onity's applicable instruction.
- B. Installation performed by Onity shall be free from defects in workmanship ("Limited Installation Warranty") for a period of thirty (30) days from the date installation is complete. If Onity determines that the installation is defective, as Customer's sole remedy hereunder, Onity shall make such repairs as it deems necessary to conform to this Limited Installation Warranty.
- C. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S FAILURE TO MAKE PAYMENT IN PART OR IN WHOLE WILL RENDER THIS LIMITED WARRANTY NULL AND VOID.
- D. ONITY DOES NOT REPRESENT THAT THE SOFTWARE, PRODUCT OR RELATED SERVICES MAY NOT BE HACKED, COMPROMISED AND/OR CIRCUMVENTED. ONITY DOES NOT WARRANT THAT THE SOFTWARE, PRODUCT OR RELATED SERVICES WILL WORK PROPERLY IN ALL ENVIRONMENTS AND APPLICATIONS AND DOES NOT WARRANT ANY SOFTWARE, PRODUCT OR RELATED SERVICES AGAINST HARMFUL ELECTROMAGNETIC INTERFERENCE INDUCTION OR RADIATION (EMI, RFI, ETC.) EMITTED FROM EXTERNAL SOURCES. THE ABILITY OF THE SOFTWARE, PRODUCT AND RELATED SERVICES TO WORK PROPERLY DEPENDS ON A NUMBER OF PRODUCTS AND SERVICES MADE AVAILABLE BY THIRD PARTIES OVER WHICH ONITY HAS NO CONTROL INCLUDING, BUT NOT LIMITED TO, INTERNET, CELLULAR AND LANDLINE CONNECTIVITY; MOBILE DEVICE AND RELATED OPERATING SYSTEM COMPATIBILITY; OR PROPER INSTALLATION AND MAINTENANCE OF AUTHORIZED HARDWARE AND OTHER SOFTWARE.

- 7. **RETURN OF PRODUCT.** Special order or non-stock items are not eligible for return or credit. Product returned more than thirty (30) days after Customer's receipt is not eligible for return or credit. Customer will be charged a twenty percent (20%) restocking fee for Product ordered and returned to Onity within the first thirty (30) days of receipt by Customer. Customer must have prior written authorization to return Product or material and is responsible for the packaging of the returned Product all shipping and assumes all risk of loss or damage to the Product or material in-transit in accordance with the Onity Return & Warranty Policy (available at <http://en.onity.com/warranty>).

- 8. **INDEMNIFICATION.** Onity will indemnify Customer against third party claims for liability or loss incurred by Customer for bodily injury or property damage only to the extent such injury or damage was caused directly by the negligence of Onity, its employees, agents or subcontractors during the performance of the Work, but not to the extent such liability or loss was caused by others. Onity shall not have a duty to defend and Onity's duty to indemnify Customer shall not exceed the value of the payments received for performance of the Work.

9. LIMITATION OF LIABILITY

- A. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED BY LAW, ONITY'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE VALUE OF THE PAYMENTS RECEIVED FOR THE PERFORMANCE OF THE WORK, WHETHER SUCH LIABILITY ARISES FROM SINGLE OR MULTIPLE EVENTS.**
- B. **ONITY WILL NOT BE LIABLE TO THE CUSTOMER FOR ANY BREACH OF THE AGREEMENT OR ANY CLAIM ARISING FROM ONITY'S PERFORMANCE THEREUNDER UNLESS WRITTEN NOTICE OF THE BREACH OR CLAIM IS GIVEN TO ONITY WITHIN ONE (1) YEAR AFTER THE DATE OF CUSTOMER HAVING NOTICE OF THE EVENT FORMING THE BASIS FOR THE CLAIM.**

C. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ONITY SHALL NOT BE LIABLE FOR ANY INDIRECT, COLLATERAL, LIQUIDATED, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

10. **INSURANCE.** Upon request only, Onity will supply an insurance certificate evidencing Onity's standard insurance coverage. Customer acknowledges and agrees that Onity's standard insurance coverage is satisfactory in place of any other insurance required under the Agreement. Onity does not provide copies (certified or otherwise) of its insurance policy, waive subrogation rights, or name and/or add others as additional insured. Such insurance certificate will reflect coverage for the project on an occurrence basis in accordance with Onity's standard coverage limits.

11. ASSIGNMENT AND SUBCONTRACT

- A. Onity may assign or transfer the Agreement and the rights granted to it and all of its obligations hereunder and thereunder to an affiliate or in connection with the transfer of its equity interests or all or substantially all of Onity's assets to a third party. Onity may delegate or subcontract any of its rights and obligations under the Agreement to a third party. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- B. Customer acknowledges that this Agreement and particularly those provisions relating to Onity's maximum liability shall inure to the benefit of, and are applicable to any subcontractor, affiliate or agent of Onity.

12. **Order of Precedence.** If a Purchase Order or Work Order and this Agreement conflict, the terms of the Agreement take precedence.

13. **Force Majeure.** Neither party will be in breach of the Agreement or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to strikes, industrial disputes, fire, flood, earthquakes, customs delays, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, epidemic legislation, regulation, order or other act of any government or governmental agency. However, such events shall not affect an obligation by either party to make payments under the Agreement, and Onity does not waive its right to an equitable adjustment in price in the event of delay, acceleration, interference or other reasons beyond its control. Both parties agree to resume performance as soon as practicable following cessation of such condition.

14. **Export Laws.** Customer shall abide by all U.S. export laws in relation to all documentation, hardware, software and other technical information delivered hereunder (collectively, "Technical Data"). Customer acknowledges that Technical Data is subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder. Customer shall not export or re-export, directly or indirectly, any Technical Data without complying with the Act and the regulations thereunder, and Customer shall ensure that its contracts with those entities to which it sells or provides the Product and Technical Data shall contain a provision placing obligations on the recipients which are at least equivalent to the obligations placed on Customer in this Section 14. Customer shall not: (a) ship or export the Technical Data or the Product to any embargoed country to which the U.S. has prohibited shipment, or (b) use the Technical Data or the Product for any purposes prohibited by the Act or the regulations thereunder, including without limitation, nuclear proliferation or chemical/biological weapons or missiles. A list of embargoed countries is available at the official website of the U.S. Bureau of Export Administration at <https://www.bis.doc.gov/>.

15. **Personal Information.** The Product and/or Services may require the collection and processing of information or data that is related to any identified or identifiable natural person ("Personally Identifiable Information") to function as intended, including for the purposes of providing, registering or managing Software or Product, activating or deactivating Software, and scheduling and providing Services, as applicable. Any Personally Identifiable Information contained in Customer's systems is owned and controlled by Customer. Customer retains the obligation to provide notice to or obtain consent from any individuals for whom Customer provides Personally Identifiable Information to Onity, to ensure that Customer has the legal right to provide such information to Onity and to otherwise comply with applicable data privacy laws. Onity, its affiliates, its licensors and/or its suppliers will retain, use, process and transfer Personally Identifiable Information in accordance with applicable data privacy laws and in accordance with the Privacy

Notice available at <http://www.ccs.utc.com/ccs/en/worldwide/privacy-policy/> or the General Privacy Notice available at http://www.utc.com/Documents/General_Privacy_Notice_10.26.2018.pdf, as applicable.


16. General Terms

- A. If not the owner of the project location ("Owner"), Customer represents that Customer is the legally authorized agent and representative of Owner with full authority to execute this Agreement and act on Owner's behalf with respect to all matters pertaining hereto and to bind Owner to all obligations hereunder.
- B. **Notice.** Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given if sent by generally recognized courier or express delivery service with proof of delivery.
- C. **No Waiver.** No delay, omission, or failure by either party to exercise any of its rights or remedies accruing to the other party here shall impair any such right or remedy nor shall it constitute a waiver of any subsequent breach or default.
- D. **Governing Law and Jurisdiction.** The parties acknowledge that this Agreement shall be governed by the laws of the state of Texas, without giving effect to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each party waives venue jurisdiction and submits itself to the jurisdiction and venue of the state courts of Denton, County, TX.
- E. **Severability.** The terms of this Agreement shall be severable, and the invalidity or unenforceability, of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and the remainder of this Agreement shall be enforced to the maximum extent possible.
- F. **Breach of Contract Claims Against Customer.** 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 Customer that cannot be resolved in the ordinary course of business.
- G. **Public Information.** Customer shall release information to the extent required by the Texas Public Information Act and other applicable law
- H. **Confidentiality.** To the extent permitted by the Constitution and laws of the State of Texas, this Agreement and the terms contained in this Agreement are strictly confidential. Customer agrees to maintain the confidentiality of this Agreement and the terms contained herein. Customer shall not disclose the terms of this Agreement to any third party or to any of Customer's employees, agents or representatives who do not have a need to know the terms of this Agreement in order to perform Customer's obligations under this Agreement.
- I. **Israel Non-Boycott Verification.** If the Agreement is subject to Texas Gov't Code Section 2271.002, Onity hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
- J. **Survival.** The terms and provisions of this Agreement that by their nature and context are intended to survive the performance hereof or thereof by either Onity or Customer shall so survive the completion of performance of the Work and termination or expiration of the Agreement, including, without limitation: Sections 1, 2, 5, 6, 9, 14, and 16.
- K. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties in relation to the subject matter of this Agreement and unless otherwise provided herein any other agreement or understanding, whether oral or written, of any nature, is superseded and revoked.
- L. **Language.** Any law, regulation, opinion (judicial or otherwise), or statute, which provides that the language of an agreement shall be construed against the drafter will not apply to this Agreement. The language of communication should be in English. In case of conflict between the English text of the present Agreement and the text of any translation thereof, the English text shall govern. The parties agree that it is their expressed wish that this Agreement and all related documents be drawn up in the English language.
- M. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

This Agreement shall be effective upon execution and delivery to Onity by Customer's duly authorized representative or upon Onity's shipment of Product at Customer's request. If Customer submits an initial payment or partial payment, Onity's acceptance of such payment shall not cause the Agreement to be binding until one of the above occurrences. The Agreement may be modified or amended only by a writing signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

For Customer:

 DocuSigned by:

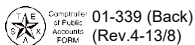


For Onity:

Signature: _____



Title: _____



Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency The University of North Texas		EIN: 75-6002149
Address (Street & number, P.O. Box or Route number) 1112 Dallas Drive, Ste 4000		Phone (Area code and number) [REDACTED]
City, State, ZIP code Denton, TX 76205		

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Onity, Inc.**

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

ALL ITEMS PURCHASED

Purchaser claims this exemption for the following reason:

Agency of the State of Texas

Texas Tax Code Section 151.309

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date
	[REDACTED]	Lead Contract Lifecycle Manager	4/30/2021

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.



UNT

UNT HEALTH SCIENCE CENTER

UNT DALLAS

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.

SALES AND SERVICES AGREEMENT

BETWEEN

**Onity Inc.
4001 Fairview Industrial Dr., SE
Salem, OR 97302**

Hereinafter called "Onity"

AND

**University of North Texas
1155 Union Circle
Denton, Texas 76203**

Hereinafter called "Customer"

EFFECTIVE DATE: May 28, 2021

WHEREAS, Onity and Customer desire to negotiate standard terms and conditions;

WHEREAS, upon execution of this agreement ("Agreement"), Customer will make one or more purchases by submitting to Onity executed sales quotes ("Sales Quote"), purchase orders accepted by Onity ("Purchase Order") or work orders accepted by Onity ("Work Orders") listing the project, a description of material and services being purchased, and quantities and prices for the material and services.

ACCORDINGLY, in consideration of the premises and the following promises, covenants and agreements, Onity and Customer hereby agree that purchases of equipment and services by Customer from Onity will be governed by the terms and conditions contained herein and the applicable Onity Sales Quote as follows:

1. TERM AND TERMINATION.

- A. The term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years (the Term).
- B. Either party may terminate the Agreement for its convenience by giving the other party written notice sixty (60) days in advance of the proposed termination date; provided, however, that Customer shall be responsible to timely pay Onity for any amounts owed to Onity, and Onity shall complete any Work agreed upon pursuant to a Sales Quote or Purchase Order.
- C. Either party may terminate the Agreement upon written notice to the other party (a) if the other party breaches any terms of the Agreement (excluding payment obligations) and the breaching party does not cure such breach within ten (10) business days after written notice by the non-breaching party of such breach; (b) if either party makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or shall admit in writing its inability to meet its obligations as they mature, or (c) if any statute, ordinance, rule or regulation hereafter promulgated by any legislative body or agency having jurisdiction over either party prohibits the transaction of business of the nature to be transacted hereunder. Should the Agreement be terminated under this provision by Onity, Customer shall immediately pay Onity for any outstanding amounts owed to Onity, and Onity's obligations under the Agreement shall terminate without penalty to Onity.

2. WORK; ORDERS; CHANGE ORDERS

- A. All purchases by Customer of Onity product ("Product") and/or related services ("Services") (individually and collectively "Work") will be governed by the terms and conditions in this Agreement during the Term unless expressly agreed to in a written agreement that references this Agreement by name and date.
- B. The Work shall be deemed completed and accepted upon the earlier of (i) the certificate of occupancy; or (ii) beneficial use. Completion and acceptance of the Work shall constitute Onity's right to payment in full for the Work.

- C. The Customer may issue Purchase Orders, Work Orders or other documents for administrative and billing purposes, provided, however, Customer expressly acknowledges and agrees that any terms and conditions in such Purchase Orders, Work Orders, or other documents shall not in any way add to, delete from or alter any of the provisions of this Agreement.
- D. To the extent that door hardware specifications include ANSI/BHMA 156.13, 156.18 and 156.25, Onity expressly rejects the foregoing specifications. Prior to commencement of the Work, Customer will be presented with certain Project Requirements by Onity to Customer, or Customer's project manager or other designee ("Customer's Representative").
- E. Onity agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services provided by Onity are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Onity's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Onity will not agree to provide or certify cost or pricing data, nor will Onity agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Onity.
- F. Any changes requested by Customer to the Work must be made by written change order agreed to and signed by Customer or Customer's Representative authorized to execute change orders ("Change Order"), and Onity, and will become an amendment to this Agreement, subject to the Terms and Conditions of this Agreement. Customer will incur a \$100 fee for each Change Order, and Change Orders may affect the total amount set forth in the Sales Quote ("Price") and Work completion date. The resulting fees and change in the Price and completion date shall be added to or deleted from the Price and Work schedule. Change Orders and any related fees will be invoiced upon receipt of the executed Change Order. Additional shipping and handling fees as well as applicable taxes will apply to all Change Orders. Onity will not be obligated to perform any changes in the Work unless agreed to by such written change order.

3. DELIVERY AND PERFORMANCE.

- A. Materials will not be ordered without an executed Sales Quote or Purchase Order and receipt of any required deposits or payments under this Agreement. Approximate lead-times for delivery are from date of Onity's acceptance of a Purchase Order or executed Sales Quote and receipt of deposit, or required payments and are as follows: (a) Standard 626 finish Lockset and standard locking system Product - six (6) weeks; (b) all other Locksets and locking system Product - ten (10) weeks; (c) Safes Product - fourteen (14) weeks; (d) EMS Product - six (6) weeks; and (e) Non-stock Product - twelve (12) weeks. Any lead-time less than the time listed above will be considered a "rush" and must be approved either at time of initial order or through Change Order and will incur expedited handling charges of 20% of the total order as well as Change Order fees. Onity reserves the right to change the standard lead times. If such lead time impacts Customer's commencement or completion date or Customer accelerates the Work, then Customer and Onity shall mutually agree upon an extension of time or an equitable adjustment in the Price of the Work in order to accommodate the completion date by Change Order. It is Customer's duty to inform Onity of all changes in the schedule that affect Onity's delivery of the Work.
- B. All shipments are FCA Onity's dock, at which time title will pass to Customer. As a courtesy to Customer, Onity will replace damaged Product at no charge if the Product is damaged or lost during shipment using Onity's carrier. Customer must request a Returned Materials Authorization Number ("RMA #") from Onity in advance of any returns. Customer returns which do not bear a valid Onity RMA # that is visible on the outside of each carton (or in the event such return is palletized, on the outside of each pallet) shall be subject to rejection of the return by Onity. Any such rejection by Onity shall be at the risk of Customer. Upon verification of the loss or damage by Onity and receipt of the damaged Product from Customer, Onity will credit Customer's account for any Product lost or damaged in transit.
- C. Should the Work require shipment to or performance in Canada or any other country, territory or region where Onity must obtain any governmental permissions, permits, approvals, licenses or other requirements, Onity shall be excused from performance hereunder in the event Onity cannot obtain such permissions, permits, approvals, licenses or other requirements in a timely manner.
- D. If Onity has quoted Work based on information, plans or specifications provided by Customer, Customer's failure to provide accurate information may affect the ability of installers to commence or complete the Work as scheduled resulting in a Change Order for additional material, trip charges, labor, tax and shipping, handling or other fees or expenses, and Customer agrees to sign such change order and pay such sums. Inaccurate information includes, but is not limited to, measurements, product finish, door/frame condition, door/frame

material, handling of product, quantity of product, number of doors or rooms which need material, or incomplete plans or specifications. If delays are incurred due to inadequate preparation for the Work by Customer, and the installer or trainer is required to return to the project location, Customer will be charged an amount per day each day the Work is delayed at Onity's then current rates plus expenses.

- E. If Onity is providing installation or training services, Customer agrees to have at least the following available and ready for installation or set up: (a) Locksets – eighty (80) consecutive doors per day; (b) Safes – twenty (20) consecutive rooms per day; (c) Access – five (5) doors per day; and (d) Locations for front desk system/encoder. Hallways or rooms must be reasonably clear of people, furniture and equipment. Doors must be painted, sanded and hinged in the opening prior to installation. Customer is responsible for installing all cable, terminal connectors and power outlets required for access door systems or the front desk system/encoder per Onity specifications. All safe locations must be prepared, according to Onity's instructions, prior to installation. Customer agrees to pay Onity's current trip charge if Onity is unable to work due to Customer's failure to comply with any applicable provision of this paragraph.
- F. If the installation and/or training date is rescheduled, cancelled or changed by any party other than Onity within fourteen (14) days prior to the confirmed scheduled installation and training date, or keying information is not provided to Onity within fourteen (14) days prior to confirmed scheduled installation and training date, Customer will be charged \$750.00 (excepting federal government projects, in which Customer will be charged the actual costs to Onity for rescheduling). In the event Customer has not met the requirements for proper installation as outlined in the pre-installation assessment guideline, if applicable, Onity may, at its option, elect to terminate the order, including the provision of any goods or services thereunder. Field re-preparation of existing doors may affect the labeling certification of doors, and Customer is responsible for re-certification of the doors. Re-certification may affect the installation schedule and costs. Onity's then current rate shall be charged for all additional training requests. If Customer cancels the delivery of Product, or any portion thereof, more than fourteen (14) days after Customer accepts Onity's Sales Quote, Customer shall be subject to a twenty percent (20%) cancellation fee per cancellation occurrence. Special order or non-stock Product cannot be returned. Unless otherwise mutually agreed upon by the parties, Customer shall be subject to a twenty percent (20%) storage fee if Customer does not accept delivery of Product within ninety (90) days of the mutually agreed upon scheduled delivery date. A Change Order is not required for any charges or fees arising under this Section 3.G.
- G. Conditions not apparent during initial site survey or take-off may add to the cost and completion time of the Work. Such costs will be charged to Customer at Onity's then current rates.
- H. If Onity determines at any time that the cabling or pre-wiring is deficient or sub-standard, terminated, or installed incorrectly, Customer will be responsible for correction of the condition and will be charged at Onity's then current rates for any additional labor and materials required after Customer corrects the condition.
- I. Onity shall not be bound by any project labor agreement.
- J. Customer is responsible for the storage of the delivered Product and materials prior to and during installation, and Onity will accept no responsibility for loss incurred for inadequate storage.
- K. Failure to provide the minimum of doors and rooms as set forth in the Project Requirements will affect the installation schedule and may result in additional charges to Customer.
- L. Additional charges which occur as a result of E, F, G, H, I or J of this Section 3 will be invoiced upon (1) Onity's change in schedule, (2) installer's or trainer's scheduled return, (3) cancellation, (4) non-receipt of required information, or (5) discovery of condition.
- M. Customer will provide installers and trainers with lodging, parking and material storage at the sole expense of Customer. Lodging is provided as follows, with no more than two (2) people assigned per room: (i) Guest room lock and safe crews - two (2) or more rooms, (ii) perimeter lock crews - one (1) room, (iii) energy management crews - one (1) room per two (2) installers, and (iv) trainers - one (1) room, for the duration of the installation, training, and on-site support. If rooms, parking and/or storage are not available, a per-diem per day will be established, based upon the value of the rooms, parking and storage, and added to the Price and billed to the Customer.
- N. Customer acknowledges that union rate changes are beyond the control of Onity and in such cases where union rates have changed between the time of the execution of this Agreement and the installation date, it will be necessary for Onity to re-quote such labor rates to Customer reflect those changes.
- O. It is the Customer's duty to inform Onity of all changes in the schedule that affect Onity's delivery of the Work. Delays, rescheduling, cancellation and other unexpected changes that are not the fault of Onity or within Onity's control may prolong delivery and installation timeframes. Onity shall have no liability or obligation for any liquidated damages or other damages attributable to project delay.

4. PAYMENT TERMS.

- A. Product will be invoiced upon shipment. Installation, certification or training will be invoiced when completed.
- B. . 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. Onity 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. Prepayment requirements shall be as follows: (i) New construction projects - At Onity's sole discretion, partial or full prepayment may be requested due to Customer's credit status or as required by law; and (ii) Retrofit projects - A minimum prepayment of twenty-five percent (25%) is due upon the execution of this Agreement to cover the costs of approvals, engineering and shop drawings and additional prepayments up to 100% may be requested at Onity's sole discretion due to Customer's credit status or as required by law.
- C. If required, the costs of permits, performance and payment bonds, shall be borne by Customer.
- D. It is Customer's responsibility to account for fees for shipping, handling, taxes, Change Orders and any other additional fees added to any invoice pursuant to this Agreement. Onity may suspend shipping materials and Product and/or installation and/or training if Customer's account is more than thirty (30) days past due. To the extent not prohibited by the Constitution and the laws of the State of Texas, Onity shall be entitled to recover its reasonable attorney's fees and other costs incurred in event that Onity determines it is necessary to take legal action or to employ the services of an attorney or agency to collect payment for any part of the work or services set forth in this Agreement or to enforce its lien rights.
- E. Notwithstanding the above, and in addition thereto, Customer shall be responsible for (a) the payment of all shipping and delivery charges; (b) charges at Onity's then current labor and materials rates for the performance of any Work authorized by Customer outside: (i) the scope of the Work under this Agreement, (ii) Onity's obligations under this Agreement, or (iii) Onity's obligations under the Limited Installation or Product Warranty; and (c) all taxes and government charges imposed associated with the Work, including without limitation, licenses, permits, and code compliance.
- F. If a Sales Quote, Purchase Order or Change Order does not include applicable shipping and handling or sales tax, Customer is responsible for paying these amounts. Customers exempt from remitting sales and use tax must provide a tax-exempt certificate to Onity prior to ordering material.

- 5. SOFTWARE LICENSE AND WARRANTY.** Software provided under this Agreement ("Software") is licensed solely with the Product provided hereunder ("License") and is subject to the terms and conditions of the End User License Agreement contained in the Software. Customer acknowledges and agrees that the source code form remains a confidential trade secret of Onity and therefore hereby agrees not to reverse engineer, decompile, disassemble or otherwise translate the Software. This License only conveys a limited and revocable right of use and does not convey an interest in or to the Software and related material. Customer may make a copy of the Software solely for backup and archive purposes. The sales price paid hereunder is paid in consideration of this License. Non-payment of the sales price may result in revocation of this License. Onity warrants, for Customer's benefit alone, for a period of ninety (90) days from the Effective Date of this Agreement (referred to as the "Software Warranty Period") that the Software shall operate substantially in accordance with the functional specifications in the user's manual. If during the Software Warranty Period, a defect in the Software appears, it may be returned to Onity for either replacement or, if so elected by Onity, refund of the fees paid for the software under this Agreement. Customer agrees that the foregoing constitutes the sole and exclusive remedy for breach by Onity of the Software warranties made under this Agreement. Customer acknowledges that the Software is of U.S. origin and subject to the export control laws of the United States and applicable export and import control laws of other countries. Customer agrees to comply with and use the Software in a manner consistent with such applicable international and national laws, rules and regulations that apply to the Software and Customer's use of the Software, including the U.S. Export Administration Regulations, as well as end user, end use, and destination restrictions issued by U.S. or other governments. All rights to use the Software are granted on the condition that such rights are forfeited if Customer fails to comply with this Agreement. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE CONTAINED THEREIN, IS LICENSED "AS IS," AND ONITY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITED WARRANTY.

- A. Onity warrants that Onity-supplied Product (except batteries and keycards) installed by Onity shall be free of defects in materials and workmanship ("Limited Product Warranty") in accordance with manufacturer's specifications under normal use and service as follows: (i) for a period of two (2) years for Onity locking systems and (ii) for a period of one (1) year for all other Onity supplied Product. Such warranty commences as of the date of shipment of the Product (the "Product Warranty Period"). During the Product Warranty Period, if Customer has paid in full all amounts then due and owing, then as Customer's sole remedy hereunder Onity shall, provide technical telephone support and/or, in Onity's discretion, provide direction for depot repair or replacement of defective Product, in accordance with Onity Return & Warranty Policy (available at <http://en.onity.com/warranty>). Onity's Return & Warranty Policy is subject to change in Onity's sole discretion. Onity's obligation pursuant to such Limited Product Warranty does not extend to any goods or parts thereof which Onity determines to have been either subjected to misuse, accident or neglect or installed by a non-Onity certified installer, operated, maintained, repaired, or altered improperly or otherwise than in conformity with Onity's applicable instruction.
- B. Installation performed by Onity shall be free from defects in workmanship ("Limited Installation Warranty") for a period of thirty (30) days from the date installation is complete. If Onity determines that the installation is defective, as Customer's sole remedy hereunder, Onity shall make such repairs as it deems necessary to conform to this Limited Installation Warranty.
- C. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S FAILURE TO MAKE PAYMENT IN PART OR IN WHOLE WILL RENDER THIS LIMITED WARRANTY NULL AND VOID.
- D. ONITY DOES NOT REPRESENT THAT THE SOFTWARE, PRODUCT OR RELATED SERVICES MAY NOT BE HACKED, COMPROMISED AND/OR CIRCUMVENTED. ONITY DOES NOT WARRANT THAT THE SOFTWARE, PRODUCT OR RELATED SERVICES WILL WORK PROPERLY IN ALL ENVIRONMENTS AND APPLICATIONS AND DOES NOT WARRANT ANY SOFTWARE, PRODUCT OR RELATED SERVICES AGAINST HARMFUL ELECTROMAGNETIC INTERFERENCE INDUCTION OR RADIATION (EMI, RFI, ETC.) EMITTED FROM EXTERNAL SOURCES. THE ABILITY OF THE SOFTWARE, PRODUCT AND RELATED SERVICES TO WORK PROPERLY DEPENDS ON A NUMBER OF PRODUCTS AND SERVICES MADE AVAILABLE BY THIRD PARTIES OVER WHICH ONITY HAS NO CONTROL INCLUDING, BUT NOT LIMITED TO, INTERNET, CELLULAR AND LANDLINE CONNECTIVITY; MOBILE DEVICE AND RELATED OPERATING SYSTEM COMPATIBILITY; OR PROPER INSTALLATION AND MAINTENANCE OF AUTHORIZED HARDWARE AND OTHER SOFTWARE.

- 7. **RETURN OF PRODUCT.** Special order or non-stock items are not eligible for return or credit. Product returned more than thirty (30) days after Customer's receipt is not eligible for return or credit. Customer will be charged a twenty percent (20%) restocking fee for Product ordered and returned to Onity within the first thirty (30) days of receipt by Customer. Customer must have prior written authorization to return Product or material and is responsible for the packaging of the returned Product all shipping and assumes all risk of loss or damage to the Product or material in-transit in accordance with the Onity Return & Warranty Policy (available at <http://en.onity.com/warranty>).

- 8. **INDEMNIFICATION.** Onity will indemnify Customer against third party claims for liability or loss incurred by Customer for bodily injury or property damage only to the extent such injury or damage was caused directly by the negligence of Onity, its employees, agents or subcontractors during the performance of the Work, but not to the extent such liability or loss was caused by others. Onity shall not have a duty to defend and Onity's duty to indemnify Customer shall not exceed the value of the payments received for performance of the Work.

9. LIMITATION OF LIABILITY

- A. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED BY LAW, ONITY'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE VALUE OF THE PAYMENTS RECEIVED FOR THE PERFORMANCE OF THE WORK, WHETHER SUCH LIABILITY ARISES FROM SINGLE OR MULTIPLE EVENTS.**
- B. **ONITY WILL NOT BE LIABLE TO THE CUSTOMER FOR ANY BREACH OF THE AGREEMENT OR ANY CLAIM ARISING FROM ONITY'S PERFORMANCE THEREUNDER UNLESS WRITTEN NOTICE OF THE BREACH OR CLAIM IS GIVEN TO ONITY WITHIN ONE (1) YEAR AFTER THE DATE OF CUSTOMER HAVING NOTICE OF THE EVENT FORMING THE BASIS FOR THE CLAIM.**

C. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ONITY SHALL NOT BE LIABLE FOR ANY INDIRECT, COLLATERAL, LIQUIDATED, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

10. **INSURANCE.** Upon request only, Onity will supply an insurance certificate evidencing Onity's standard insurance coverage. Customer acknowledges and agrees that Onity's standard insurance coverage is satisfactory in place of any other insurance required under the Agreement. Onity does not provide copies (certified or otherwise) of its insurance policy, waive subrogation rights, or name and/or add others as additional insured. Such insurance certificate will reflect coverage for the project on an occurrence basis in accordance with Onity's standard coverage limits.
11. **ASSIGNMENT AND SUBCONTRACT**
- A. Onity may assign or transfer the Agreement and the rights granted to it and all of its obligations hereunder and thereunder to an affiliate or in connection with the transfer of its equity interests or all or substantially all of Onity's assets to a third party. Onity may delegate or subcontract any of its rights and obligations under the Agreement to a third party. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
 - B. Customer acknowledges that this Agreement and particularly those provisions relating to Onity's maximum liability shall inure to the benefit of, and are applicable to any subcontractor, affiliate or agent of Onity.
12. **Order of Precedence.** If a Purchase Order or Work Order and this Agreement conflict, the terms of the Agreement take precedence.
13. **Force Majeure.** Neither party will be in breach of the Agreement or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to strikes, industrial disputes, fire, flood, earthquakes, customs delays, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, epidemic legislation, regulation, order or other act of any government or governmental agency. However, such events shall not affect an obligation by either party to make payments under the Agreement, and Onity does not waive its right to an equitable adjustment in price in the event of delay, acceleration, interference or other reasons beyond its control. Both parties agree to resume performance as soon as practicable following cessation of such condition.
14. **Export Laws.** Customer shall abide by all U.S. export laws in relation to all documentation, hardware, software and other technical information delivered hereunder (collectively, "Technical Data"). Customer acknowledges that Technical Data is subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder. Customer shall not export or re-export, directly or indirectly, any Technical Data without complying with the Act and the regulations thereunder, and Customer shall ensure that its contracts with those entities to which it sells or provides the Product and Technical Data shall contain a provision placing obligations on the recipients which are at least equivalent to the obligations placed on Customer in this Section 14. Customer shall not: (a) ship or export the Technical Data or the Product to any embargoed country to which the U.S. has prohibited shipment, or (b) use the Technical Data or the Product for any purposes prohibited by the Act or the regulations thereunder, including without limitation, nuclear proliferation or chemical/biological weapons or missiles. A list of embargoed countries is available at the official website of the U.S. Bureau of Export Administration at <https://www.bis.doc.gov/>.
15. **Personal Information.** The Product and/or Services may require the collection and processing of information or data that is related to any identified or identifiable natural person ("Personally Identifiable Information") to function as intended, including for the purposes of providing, registering or managing Software or Product, activating or deactivating Software, and scheduling and providing Services, as applicable. Any Personally Identifiable Information contained in Customer's systems is owned and controlled by Customer. Customer retains the obligation to provide notice to or obtain consent from any individuals for whom Customer provides Personally Identifiable Information to Onity, to ensure that Customer has the legal right to provide such information to Onity and to otherwise comply with applicable data privacy laws. Onity, its affiliates, its licensors and/or its suppliers will retain, use, process and transfer Personally Identifiable Information in accordance with applicable data privacy laws and in accordance with the Privacy

Notice available at <http://www.ccs.utc.com/ccs/en/worldwide/privacy-policy/> or the General Privacy Notice available at http://www.utc.com/Documents/General_Privacy_Notice_10.26.2018.pdf, as applicable.

16. General Terms

- A. If not the owner of the project location ("Owner"), Customer represents that Customer is the legally authorized agent and representative of Owner with full authority to execute this Agreement and act on Owner's behalf with respect to all matters pertaining hereto and to bind Owner to all obligations hereunder.
- B. **Notice.** Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given if sent by generally recognized courier or express delivery service with proof of delivery.
- C. **No Waiver.** No delay, omission, or failure by either party to exercise any of its rights or remedies accruing to the other party here shall impair any such right or remedy nor shall it constitute a waiver of any subsequent breach or default.
- D. **Governing Law and Jurisdiction.** The parties acknowledge that this Agreement shall be governed by the laws of the state of Texas, without giving effect to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each party waives venue jurisdiction and submits itself to the jurisdiction and venue of the state courts of Denton, County, TX.
- E. **Severability.** The terms of this Agreement shall be severable, and the invalidity or unenforceability, of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and the remainder of this Agreement shall be enforced to the maximum extent possible.
- F. **Breach of Contract Claims Against Customer.** 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 Customer that cannot be resolved in the ordinary course of business.
- G. **Public Information.** Customer shall release information to the extent required by the Texas Public Information Act and other applicable law
- H. **Confidentiality.** To the extent permitted by the Constitution and laws of the State of Texas, this Agreement and the terms contained in this Agreement are strictly confidential. Customer agrees to maintain the confidentiality of this Agreement and the terms contained herein. Customer shall not disclose the terms of this Agreement to any third party or to any of Customer's employees, agents or representatives who do not have a need to know the terms of this Agreement in order to perform Customer's obligations under this Agreement.
- I. **Israel Non-Boycott Verification.** If the Agreement is subject to Texas Gov't Code Section 2271.002, Onity hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
- J. **Survival.** The terms and provisions of this Agreement that by their nature and context are intended to survive the performance hereof or thereof by either Onity or Customer shall so survive the completion of performance of the Work and termination or expiration of the Agreement, including, without limitation: Sections 1, 2, 5, 6, 9, 14, and 16.
- K. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties in relation to the subject matter of this Agreement and unless otherwise provided herein any other agreement or understanding, whether oral or written, of any nature, is superseded and revoked.
- L. **Language.** Any law, regulation, opinion (judicial or otherwise), or statute, which provides that the language of an agreement shall be construed against the drafter will not apply to this Agreement. The language of communication should be in English. In case of conflict between the English text of the present Agreement and the text of any translation thereof, the English text shall govern. The parties agree that it is their expressed wish that this Agreement and all related documents be drawn up in the English language.
- M. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

This Agreement shall be effective upon execution and delivery to Onity by Customer's duly authorized representative or upon Onity's shipment of Product at Customer's request. If Customer submits an initial payment or partial payment, Onity's acceptance of such payment shall not cause the Agreement to be binding until one of the above occurrences. The Agreement may be modified or amended only by a writing signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

For Customer:

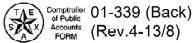
DocuSigned by:



For Onity:

DocuSigned by:





Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency The University of North Texas		EIN: 75-6002149
Address (Street & number, P.O. Box or Route number) 1112 Dallas Drive, Ste 4000		Phone (Area code and number) [REDACTED]
City, State, ZIP code Denton, TX 76205		

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Onity, Inc.**

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

ALL ITEMS PURCHASED

Purchaser claims this exemption for the following reason:

Agency of the State of Texas

Texas Tax Code Section 151.309

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date
	[REDACTED]	[REDACTED]	4/30/2021

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.



UNT

UNT HEALTH SCIENCE CENTER

UNT DALLAS

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.