

Addendum attached hereto and incorporated herein for all purposes.

TCM Contract # 2021-136



For Matt Witty
Offer Valid Through: 5-28-2021
Proposed By: Jennifer Chou
Quote Number: 00001352

Sportsdigita
7650 Edinborough Way, Suite 725
Edina, MN 55435

ORDER FORM

This Order Form ("Order Form") is entered into by and between Sportsdigita, LLC ("Sportsdigita") and University of North Texas ("Customer") effective as of the last date executed below (the "Effective Date") and is governed by the End User Terms of Service set forth at https://www.thedigideck.com/end-user-terms-service/ and attached Standard Addendum to agreement. Capitalized terms not defined herein have the meanings ascribed to them in the End User Terms of Service.

Bill To Name University of North Texas Athletics
Bill To TX

Table with 7 columns: Product, Item Details, Billing Start, Months, List Price, Price, Quantity. Rows include L12 - Master Deck License for 4 and 36 months.

Subscription Term table with 3 columns: Term, Start/End Dates, Cost. Rows include Gap License Cost, Year 1 License Cost, Year 2 License Cost, and Year 3 License Cost.

Payment Schedule:
\$3,300 Due Upon Receipt
\$9,900 Due 9/1/2021
\$9,900 Due 9/1/2022
\$9,900 Due 9/1/2023

Supplier's offer to license to Customer the use of the Subscription Services set forth herein is contingent upon Customer's acceptance of the terms set forth on this Order Form. Customer acknowledges and agrees that any terms and conditions on any Customer issued purchase order confirming the purchase of the right to use the Subscription Services described on this Order Form shall not apply and the terms of this Order Form, along with the End User Terms of Services, govern.

By signing below, each party represents it has read the Order Form and End User Terms of Service and agrees to be bound by them.

University of North Texas

Sportsdigita, LLC

By: [Redacted]
(Signature)
Name: [Redacted]
(Typewritten)
Title: [Redacted]
(Type or Print)
Date: 5/26/2021

By: [Redacted]
(Signature)
Name: [Redacted]
(Typewritten)
Title: [Redacted]
(Type or Print)
Date: 5/26/2021

PO #: 241863

Order No.:

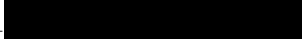
Accounts Payable Contact

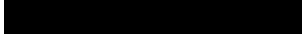
Name: University of North Texas System

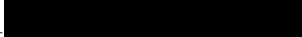
Phone: 940-369-5500

Email: Invoices@untsystem.edu

Department Contact

Name:  _____

Phone:  _____

Email:  _____

END USER TERMS OF SERVICE

BEFORE USING SPORTSDIGITA, LLC'S SUBSCRIPTION SERVICES (AS DEFINED BELOW), PLEASE READ THESE END USER TERMS OF SERVICE (THESE "TERMS"). THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE ORDER FORM EXECUTED BY THE COMPANY IDENTIFIED AS THE "CUSTOMER" THEREIN ("CUSTOMER") AND SPORTSDIGITA, LLC, IDENTIFIED AS "SUPPLIER" THEREIN ("SUPPLIER"), PURSUANT TO WHICH THE CUSTOMER RECEIVES THE RIGHT TO ACCESS AND USE THE SUBSCRIPTION SERVICES (THE "ORDER FORM"). THESE TERMS AND THE ORDER FORM TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND SUPPLIER ("AGREEMENT"), EFFECTIVE AS OF THE FIRST DATE OF MUTUAL EXECUTION BY SUPPLIER AND CUSTOMER OF THE ORDER FORM ("EFFECTIVE DATE"). IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THESE TERMS ON BEHALF OF CUSTOMER, YOU HEREBY ~~REPRESENT AND WARRANT~~ **Agree** TO SUPPLIER THAT YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

Supplier reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on Customer's use of the Subscription Services. Supplier will communicate changes to these Terms by posting the new version of the Terms on its website at <https://www.thedigideck.com/end-user-terms-service/> or as otherwise determined by Supplier in its sole discretion, or as otherwise required by applicable law, at which time such updated Terms will be immediately effective. Customer's continued use of the Subscription Services after such communication of changes to these Terms will constitute Customer's acceptance of any and all such changes.

1. DEFINITIONS

- 1.1. Account Credentials. "Account Credentials" are the user name and password set up by each individual Authorized User as defined below.
- 1.2. Authorized Users. "Authorized Users" means Customer's employees and other designated third parties such as agents, consultants, and contractors who are authorized by Customer to use the Subscription Services up to the number of Authorized Users specified on an Order Form. Each individual employee or other designated third party is considered one Authorized User.
- 1.3. Confidential Information. "Confidential Information" is as defined in Section 6 herein.
- 1.4. Customer Content. "Customer Content" means Customer's (i) audio and video files and images created as a result of Customer's license use of the Subscription Services, (ii) .pdf versions of all Master Decks created during the Subscription Term, and (iii) copies of all Customer's analytics data stored within Supplier's database.
- 1.5. Documentation. "Documentation" means all generally-available written, published materials that are accessible at <https://support.sportsdigita.com/>, and explain or facilitate the use of the Subscription Services, including, without limitation, user manuals, standard operational manuals or instructions, training materials, programming manuals, system manuals, and specifications. Such Documentation may be modified by Supplier from time-to-time, provided that any such changes shall not materially diminish the features, functionality, and security of the Subscription Services during the then-current Subscription Term.
- 1.6. Fees. "Fees" are the fees to be paid by Customer in connection with the Subscription Service and other Services for the duration of the Subscription Term.
- 1.7. Hosting Services. "Hosting Services" includes the hosting of Customer's Digideck and related assets. Hosting Services includes use of a reasonable amount of storage and bandwidth and are included in the Subscription Fees for the Software. Notwithstanding the foregoing, Supplier reserves the right, upon notice to Customer, to set commercially reasonable storage and bandwidth limits. Customer may purchase the use additional storage and bandwidth for an additional agreed upon Subscription Fee.
- 1.8. Malicious Code. "Malicious Code" means any viruses, worms, spyware, poison pills, time bombs, backdoors, drop dead dates or other destructive or disabling devices that are intended to do harm and that are within the Software upon its delivery to Customer.
- 1.9. Master Deck. "Master Deck" is defined on an Order Form.
- 1.10. Order Form. "Order Form" is a written purchase document pursuant to which Supplier agrees to provide and Customer agrees to purchase specified Subscription Services, or components thereof, from Supplier from time-to-time.
- 1.11. Services. "Services" are (a) the creative and set up services package purchased by Customer, (b) any fixed fee custom design services purchased by Customer, (c) Training, (d) Hosting Services, and/or (e) custom software development, all as more fully-described on an Order Form.
- 1.12. Software. "Software" is the Digideck platform software in object code format and Supplier API, if applicable, licensed on a subscription basis during the Subscription Term as part of the Subscription Services, and as more fully-described on each Order Form. The term "Software" also includes the Documentation, and any updates, upgrades, enhancements, or fixes to the Software and Documentation that are made generally available by Supplier to its customers from time to time.

1.13. Subscription Term. "Subscription Term" means the period identified in an Order Form during which Customer is entitled to use the Subscription Service.

1.14. Subscription Service. "Subscription Service" means the products and services made available to and purchased by Customer pursuant to this Agreement on a subscription basis and as identified on each Order Form, specifically, one or more of the following, access to the Software, Support, and Services.

1.15. Support. "Support" means the maintenance and technical support provided by Supplier with respect to the Software, as described in Section 4 herein.

1.16. Training. "Training" shall mean (i) the telephone and web demo training Supplier may provide to Customer and its Users, and (ii) any additional onsite training Customer elects to purchase, all as more fully-defined in Section 5 herein.

2. LICENSE GRANT; OWNERSHIP

During the Subscription Term specified on the Order Form, Supplier grants to Customer a worldwide, non-exclusive, revocable, non-transferable, non-sublicenseable right and license to use, copy, load, run, have run, and display the Software (collectively the "Use"). The Use includes the right, subject to the conditions and restrictions set forth herein and Supplier's Privacy Policy located at <https://www.thedigideck.com/privacy/> to use the Subscription Services, and to access to a specified number of Master Decks. Customer may use the Subscription Services to prepare additional Master Decks and allow additional Authorized Users access for an additional Subscription Fee. Incremental Authorized Users and Master Deck licenses purchased during a Subscription Term will have a Subscription Term that is co-terminus with the Subscription Term of previously purchased Master Deck(s) and Authorized Users licenses and Fees shall be prorated through the expiration of such Subscription Term. Authorized Users shall use the Subscription Services solely for Customer's business purposes, subject to the restrictions set forth herein. The Subscription Services may be accessed by the number of named Authorized Users licensed by Customer as set forth in the Order Form. Customer ~~represents and warrants~~ **agrees** that it shall: (i) be responsible for ensuring the security and confidentiality of all Account Credentials and passwords; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Services; (iv) notify Supplier promptly of any unauthorized use of the Subscription Services or any breach, or attempted breach, of security of the Subscription Services Duplicating or sharing Account Credentials among multiple users is strictly prohibited.

Customer grants Supplier an ongoing right (a) to use Customer's name or logo in customer lists and marketing materials to communicate that Customer utilizes the Subscription Services; and (b) to use Customer's Digideck for marketing and promotional purposes. If Supplier intends to disclose information about Customer's purchase(s) (such as dollar amount of sale, project timelines, or project objectives) in conjunction with use of Customer's name, logo, and/or Digideck, then Supplier will obtain Customer's prior written approval (email sufficient). Customer shall not (i) access or use any portion of the Subscription Services except as expressly licensed to Customer; (ii) disassemble, decompile or otherwise reverse engineer all or any portion of the Software; (iii) use the Subscription Services for any unlawful purposes; (iv) export the Software, or allow access to the Software in violation of applicable laws and this Agreement; (v) except as permitted in this Agreement, sublicense, relicense, distribute, disclose, rent or lease the Software, or any portion thereof, for third party use; or, (vi) modify, adapt or use the Software to develop any software application, whether intended for resale or otherwise, which uses the Software in whole or in part.

Except as otherwise agreed in this Agreement, no one shall construe this Agreement to convey or otherwise transfer title to any proprietary rights in the Subscription Services to Customer. Notwithstanding anything set forth in this Section 2 to the contrary, Customer shall at all times exclusively own and have all rights, title and ownership in its Customer Content it uses to create its Master Deck and neither Supplier nor any other person shall have any right, title, license or other interest in Customer's Content.

3. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that timely performance of its obligations set forth in this Agreement are required for the provision of the Subscription Service and other Services by Supplier. In the event that Customer is delayed in its performance of obligations, Supplier shall provide notice to Customer of the impact to the timelines specified in an Order Form. Customer understands that any delays by it in the performance of its obligations may result in additional Fees and expenses and/or a modification of the timeline set forth herein.

4. SUPPORT

Support related to the Subscription Services is included in the Fees paid for use of the Subscription Services during the Subscription Term and shall be provided in accordance with the policy set forth at <https://www.thedigideck.com/support-policy>. Such Support policy may be modified by Supplier from time-to-time, provided that any such changes shall not materially diminish Support during the then-current Subscription Term.

5. TRAINING

Supplier will, if ordered by Customer, provide Training to Customer and its Authorized Users on the use of the Subscription Services. Supplier will conduct Training at times agreed upon by the parties and as described in the Order Form. Fees for Training are non-refundable. Customer may cancel Training at any time prior to the day on which it

was to have been conducted. The parties will cooperate in good faith to reschedule the Training. Customer will compensate Supplier for any resulting unrecoverable out-of-pocket expenses in the event of the cancellation.

6. CONFIDENTIALITY

As used in this Agreement, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services shall be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Supplier's Confidential Information includes, without limitation, information related to its products and services and the terms of this Agreement.

Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party.

Each party agrees that it shall use the Confidential Information of the other party solely to perform its obligations or exercise its rights under this Agreement. Neither party will disclose, or permit to be disclosed, the other party's Confidential Information directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Both parties will use commercially reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the other party's Confidential Information, in whole or in part (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as required by law (in which case each party shall provide the other with prior written notification thereof, shall provide such party with the opportunity to contest such disclosure, and shall use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Both parties agree to exercise due care in protecting the Confidential Information from unauthorized use and disclosure.

In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Both parties shall promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

7. CUSTOMER CONTENT

7.1 **Personal Information.** Confidential Information and Customer Content may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("Personal Information"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer ~~represents and warrants~~ agrees that, where it provides Personal Information to Supplier or requests Supplier collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority required to transfer or permit Supplier to collect, receive, or access any Personal Information for the Subscription Services, and (3) to the extent required by applicable law, informed the individuals of the possibility of Supplier using their Personal Information on Customer's behalf and in accordance with its instructions.

7.2 **California Consumer Privacy Act.** The parties acknowledge and agree that Supplier may receive personal information (as defined by the California Consumer Privacy Act ("CCPA")) from Customer pursuant to this Agreement for a business purpose. Supplier shall not sell any such personal information. Supplier shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Subscription Services for Customer pursuant to this Agreement. It is Customer's sole responsibility to notify Supplier of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Subscription Services. Supplier agrees to provide reasonable cooperation to Customer in connection with such requests.

7.3 **European Union and United Kingdom General Data Protection Regulation.** If and to the extent Customer submits to Supplier personal data (as that term is defined under the General Data Protection Regulation ("GDPR")) of individuals located in the European Economic Area or United Kingdom, the Data Processing Addendum available at <https://www.thedigideck.com/dpa/> as may be updated by Supplier from time-to-time (the "DPA"), is hereby incorporated into this Agreement unless Customer has signed a standalone Data Processing Agreement, in which case such terms shall control. The Customer agrees to complete and execute the Standard Contractual Clauses appended to the DPA, as may be necessary under the GDPR to transfer personal data from the EEA or UK to other countries, as may be necessary for use of the Subscription Services. It is Customer's sole responsibility to notify Supplier of requests from data subjects related to the modification, deletion, restriction and/or objection of personally data. Customer ~~represents and warrants~~ agrees that any

processing of personal data in accordance with its instructions is lawful. Customer understands that Confidential Information and Customer Content will be stored on servers located within the United States and hereby consents to such storage.

8. PRICING & FEES

Customer agrees to pay Supplier for the delivery, access, and use of the Subscription Services in accordance with the payment or pricing schedule contained in the Order Form. UNLESS OTHERWISE PROVIDED HEREIN, ON THE ORDER FORM, OR REQUIRED BY APPLICABLE LAW, ALL FEES ARE NON-CANCELABLE AND NON-REFUNDABLE.

In the event that Customer opts not to renew the Agreement on the annual renewal date, but opts to renew at a later date, a reactivation fee shall apply.

9. INVOICING; PAYMENT; TAXES.

Supplier will invoice Customer upon execution of an Order Form. Supplier's invoice will identify the Subscription Service and components thereof, the Customer's purchase order number, if applicable, and the Fees. Fees for the Services are due immediately upon receipt in order to initiate Supplier's performance of the Services. Customer will be responsible for all reasonable, pre-approved out-of-pocket expenses related to Supplier's performance of the Services. Fees for the Subscription Service will be billed annually, in advance upon each annual anniversary of the effective date, as referenced on the Order Form, during a Subscription Term. Customer shall pay Supplier for any Fees for the use of the Subscription Service within 30 days of the date of Supplier's undisputed invoice. Late payments of any amounts due to Supplier hereunder shall be subject to interest at an annual percentage rate equal to the lesser of eighteen percent (18%) per year or the maximum rate permitted by law from the original due date until paid in full. Supplier shall recover any out-of-pocket expenses incurred in collecting payments due, including, without limitation, any bank charges for returned checks, collection agency fees, and any legal expenses, including court costs and attorneys' fees.

Customer may make payments to Supplier via (a) company check, (b) ACH through Supplier's online system, or (c) credit card which will be subject to a 3% convenience fee, unless otherwise prohibited by law.

Customer shall be responsible for the payment of all applicable taxes, customs fees and regulatory certifications, local tax withholdings, inspection fees mandated by the country of export, courier or shipping fees, and duties properly due and payable related to the Subscription Services, with the exception of taxes imposed on the income of Supplier. Fees do not include any sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Supplier will separately state them on the invoice. All invoices and payments for Order Forms will be in USD, unless otherwise stated on an Order Form.

10. LIMITED WARRANTIES.

Supplier warrants to Customer that during the Subscription Term the Software will not contain Malicious Code and the Software will substantially conform in all material respects to, and perform substantially in accordance with, the Documentation. If Customer believes the warranty stated in this Section has been breached, Customer must notify Supplier in writing of the breach within thirty (30) days of the date the warranty was allegedly breached, and Supplier will, in Supplier's sole reasonable discretion, (i) promptly correct the non-conformity, at Supplier's expense, or (ii) terminate this Agreement and refund a prorated amount of the Fees prepaid by Customer for use of the Software from the date on which Customer notified Supplier in writing of any such breach of warranty. Unless otherwise prohibited by applicable law, this is Customer's sole and exclusive remedy.

Supplier warrants to Customer that Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify Supplier in writing of the breach within thirty (30) days of the date the Services were performed, and Supplier will promptly correct or re-perform the Services, at Supplier's expense. Unless otherwise prohibited by applicable law, this is Customer's sole and exclusive remedy.

EXCEPT AS MENTIONED IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT SUPPLIER DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

11. INDEMNIFICATION

11.1 Supplier Indemnification. Subject to Section 11.3 below, Supplier agrees to defend any third party claim or action brought against Customer to the extent based on a claim that the Subscription Services infringe any U.S. patent, copyright, trade secret, database right, or other intellectual property or proprietary right of any third party; provided, however, that Supplier shall have no obligation to indemnify Customer for claims pursuant to this paragraph to the extent that such claims arise out of: (a) Customer Content; (b) use of the Subscription Services in combination with non-Supplier software, data or equipment if the infringement would not have existed but for such use or combination; or (c) any modification or derivation of the Subscription Services not specifically authorized in writing by Supplier.

If the Subscription Services, or any component thereof, is finally adjudged to so infringe, or in Supplier's opinion is likely to so infringe, Supplier shall, at its option, either: (i) procure for Customer the right to continue using such infringing component(s), (ii) modify the Subscription Services to make it noninfringing or replace any infringing component with a functionally equivalent component that does not infringe, or (iii) refund a prorated portion of any prepaid Fees paid for the use of the Software as of the effective date of termination. The foregoing states the entire liability of Supplier and the exclusive remedy for Customer relating to infringement or claims of infringement by the Subscription Services.

11.2 Customer Indemnification. Subject to Section 11.3 below, Customer agrees to indemnify, defend, and hold Supplier harmless for any third-party claim or action brought against Supplier to the extent based on (i) Customer's alleged breach of Sections 2 or 7.1, and (ii) claim that Customer Content infringes any U.S. patent, copyright, trade secret, database right, or other intellectual property or proprietary right of any third party. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

11.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. The indemnifying party shall not, without the prior written agreement of the indemnified party, agree to any settlement of a claim that does not release the indemnified party from all liabilities and obligations with respect to such claim or imposes injunctive or other equitable relief against the indemnified party or involves an admission of fault or wrongdoing by the indemnified party.

12. EXCLUSIONS/LIMITATIONS OF LIABILITY

FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, SPORTSDIGITA WILL IN NO EVENT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE FOR BUSINESS INTERRUPTION, LOST REVENUE, PROFITS, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES. IN NO EVENT WILL SPORTSDIGITA'S LIABILITY TO CUSTOMER EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO THE DAMAGES.

13. TERM & TERMINATION

Unless otherwise set forth on an Order Form, the Subscription Term will be renewed ~~automatically~~ for successive one (1) year terms **as agreed on by both parties** unless written notice of non-renewal is given by either party at least thirty (30) days prior to the expiration of the then-current Subscription Term, or unless otherwise earlier terminated as provided herein. With respect to a breach by Customer of its payment obligations, Supplier may, without liability, immediately suspend or terminate any or all Order Forms issued hereunder if any Fees owing under this Agreement are over ten (10) calendar days past due. With respect to all other material breaches by a Party hereunder, upon written notice, the non-breaching Party may terminate this Agreement if the other Party is in material breach of this Agreement and fails to cure such breach within 30 days of the non-breaching Party providing written notice of the breach. A Party may also terminate this Agreement immediately upon written notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any Applicable Law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest. Notwithstanding the foregoing, should Supplier terminate this Agreement for convenience prior to the expiration of the then current term, Supplier will refund to Customer a prorata refund of any prepaid fees as of the effective date of termination. Customer may terminate this Agreement for convenience during the then current Subscription Term; however, Customer shall not be entitled to any refund of any prepaid Fees and any unpaid Fees for any committed Subscription Term shall become immediately due and payable.

14. GENERAL PROVISIONS.

14.1 SEVERABILITY. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

14.2 GOVERNING LAW. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the applicable laws of the State of Minnesota, excluding its conflicts of law rules, and any action will be commenced

exclusively in a state or federal court situated within Hennepin County, Minnesota. Customer and Supplier irrevocably submit to the jurisdiction and venue of any such court for such purpose. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.3 ENTIRE AGREEMENT. This Agreement, along with the Order Form and DPA, if applicable, sets forth the entire agreement and understanding between Supplier and Customer regarding the subject matter hereof and supersedes any previous or contemporaneous communications, representations, proposals, commitments, understandings, negotiations, discussions, understandings, or agreements (including non-disclosure or confidentiality agreements), whether oral or written, regarding the same subject matter.

14.4 WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by a party will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

14.5 HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

14.6 SURVIVAL. Notwithstanding this Agreement termination, those obligations which by their nature are intended to survive such expiration or earlier termination shall survive including without limitation, the Sections titled "Indemnification", "Confidentiality", "Exclusions/Limitation of Liability", "Term & Termination", "License Grant; Ownership", "Waiver", "Governing Law", "Severability", and "Entire Agreement".

14.7 NO JOINT VENTURE. This Agreement shall not be construed as creating any partnership, joint venture or agency relationship between Supplier and Customer. Neither party shall have the authority to obligate or bind the other in any manner.

14.8 ASSIGNMENT. Neither party can assign its rights or obligations under this Agreement without the other's prior written consent. However, prior written consent is not required if Supplier assigns this Agreement, or portion thereof, to one of its affiliates or to a third party successor-in-interest. This Agreement is binding upon the parties' respective successors and permitted assigns.

14.9 NO THIRD PARTY BENEFICIARIES. No third-party beneficiaries are intended or shall be construed as created by this Agreement.

14.10 EXPORT COMPLIANCE. Customer may not use or otherwise export or re-export the Software and Documentation except as authorized by United States law and the applicable laws of the jurisdiction in which the Software and Documentation were obtained. In particular, but without limitation, the Software and Documentation may not be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software and Documentation, Customer ~~represents and warrants~~ **Agrees** it is not located in any such country or on any such list.

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.

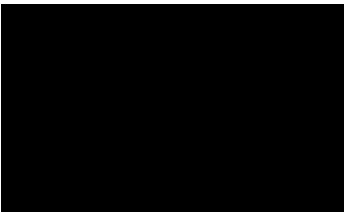
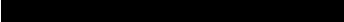
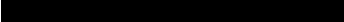
Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may 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.

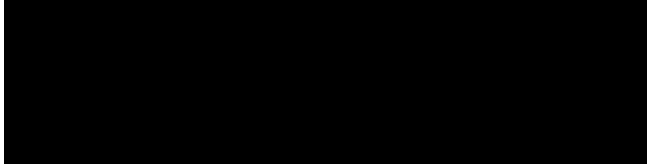
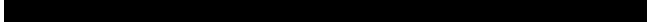
Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

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: Sportsdigita

By: 
Name: 
Title: 
Date: 5/26/2021

UNIVERSITY OF NORTH TEXAS

By: 
Title: 
Date: 5/26/2021

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.