



# UNT SYSTEM™

## Office of Finance



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### CONTRACT SUMMARY

**Contract Name:** mStoner 241960

**Contract Number:** 2021-175

**Entity:** University of North Texas

**Department:** University Library

**Dollar Value of Purchase:** 172,000.00 USD

**Total Cumulative Value:** 172,000.00 USD

**Summary of Purchase:** Funnelback Search Implementation and license subscription. Search engine of choice of over 150 Higher Education institutions and colleges worldwide. Three year agreement with options to renew after the first three years.

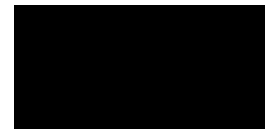
### ENDORSEMENTS:

**Office of General Counsel:** 2021-07-09T14:20:16

**UNT System Chief Procurement Officer:** Step Skipped

**Campus Chief Financial Officer:** Step Skipped

**UNT System Chief Financial Officer:** Step Skipped



www.mStoner.com

Thursday, June 24, 2021

Charity Beck  
Director of Digital Strategy & Recruitment Marketing  
University of North Texas  
1155 Union Circle #311277  
Denton, Texas 76203-5017

## **RE: Funnelback License and Support**

Charity, thank you for choosing mStoner and Funnelback to power a robust and effective site search for the University of North Texas website.

This document confirms the terms of the agreement between mStoner, Inc. ("mStoner") and University of North Texas ("Client").

### **1. Overview**

#### **License Subscription - 500,000 Document Limit**

The Funnelback software license subscription is based on an annual, flat-fee model, and the fee amount is determined solely by the number of URLs, Documents and Records that are included within the search product.

The license subscription includes access to all aspects of the product. The pricing structure is all inclusive and there are no add-on fees for advanced functionality or additional modules.

License subscription pricing is identical for cloud-based and on-premise customers. Client hosting decision is yet to be determined and will be established at the onset of the engagement.

The license subscription includes:

- Search Analytics
- Content Auditor
- Accessibility Auditor
- Hosting with Funnelback in a cloud environment OR on-premise hosting
- Full SLA with 99.9% uptime guarantee and proactive monitoring (cloud only)
- Software warranty service

- Access to new product versions, automatically applied for cloud-hosted accounts
- No restrictions on search query volumes or user accounts
- Access to mStoner team for support, backed by Funnelback Support Team
- System patches and upgrades applied to the environment at no additional charge, for on-premise customers the customer is responsible for applying patches and upgrades

**Support**

Support is purchased in bulk, allowing Client to engage with mStoner after the implementation for additional search enhancements, feature improvements or consulting sessions that don't fall under product warranty.

Hours are used on a time and materials basis. Once the hours have been depleted, Client can purchase additional service hours as needed.

**2. Fees & Billing**

<b>Software License Subscription (Three Years):</b>	<b>\$129,675</b>
<ul style="list-style-type: none"> <li>• 500,000 document limit.</li> <li>• License subscription is the same price regardless of whether a cloud-based or on-premise solution is chosen.</li> </ul>	
<b>Support:</b>	<b>\$4,000</b>
<ul style="list-style-type: none"> <li>• 20-hour post-project support pack for mStoner to assist the Client with any maintenance or ad hoc tasks that are not covered by the product warranty.</li> <li>• Additional support can be purchased in blocks of 10 hours at \$2,000 each.</li> </ul>	
<b>Total</b>	<b>\$133,675</b>
<b>Totals by Year</b>	
Year 1 License and Support	\$47,225
Year 2 License	\$43,225
Year 3 License	\$43,225
<b>Total</b>	<b>\$133,675</b>

## Billing Notes

Please initial by each point.



**Billing:** mStoner will invoice according to the following schedule:

- \$49,500 at the inception of this agreement
- \$43,225 one year after inception
- \$43,225 two years after inception

Any additional support packs will be billed in advance at the time of the Client's request.



**Billing Terms:** Invoices are due net/30. mStoner reserves the right to suspend access to the software if Client has not paid an invoice within 14 days of the due date of the invoice.



**Billing Contact:** mStoner requests the contact information for the appropriate accounts payable or billing contact at Client. mStoner will work with this contact to ensure all needed paperwork is completed and that invoices are prepared according to Client requirements.

Name

Title:

Phone

Email: invoices@untsystem.edu

## 3. License and Subscription

Client is purchasing a license to use Funnelback software via mStoner, an authorized Funnelback Reseller Partner. Client will acquire a single self-hosted (i.e. installed) license or hosted Funnelback Search subscription up to a 500,000 document limit pursuant to:

- a) the Funnelback Licence Agreement here <http://www.Funnelback.com/agreements/funnelback-licence>, where self hosted;
- b) the Funnelback Shared Hosted Subscription Agreement here [www.funnelback.com/agreements/funnelback-shared-subscription](http://www.funnelback.com/agreements/funnelback-shared-subscription); or,
- c) the Funnelback Dedicated Hosted Subscription Agreement here [www.funnelback.com/agreements/funnelback-dedicated-subscription](http://www.funnelback.com/agreements/funnelback-dedicated-subscription)

with b) and c) subject to:

- Percentage Uptime Guarantee of 99.9% per month, as per Funnelback's policy regarding uptime ([www.funnelback.com/policies/uptime](http://www.funnelback.com/policies/uptime) ). In the event of a credit, the monthly Hosting Fee shall be calculated as 1/12 of the annual amount attributable to Funnelback Cloud Hosting unless otherwise stated specifically in this agreement.
- Full compliance with the Acceptable Use Policy at [www.funnelback.com/policies/terms-of-service](http://www.funnelback.com/policies/terms-of-service), as amended from time to time. Client acknowledges that Funnelback has the right to remove – without notice to the Client – any Content deemed by it to breach or offend this Policy, or to suspend the Hosting Services if in its sole opinion it deems Content to breach or offend this Policy.

Funnelback will create an incremental or differential backup every 24 hours, which is retained for 30 days.

#### **4. Support**

Support is performed on an ad-hoc basis during regular business hours defined as Monday through Friday, 8:00 am to 5:00 pm US Central time, excluding holidays.

Client shall report support requests via mStoner's Redbooth project management system. When creating a task in Redbooth, please notify all appropriate members of the mStoner team.

mStoner will maintain and make available a current contact list of all team members working in support of Client, including mobile phone numbers. For urgent matters, in addition to Redbooth, Client should contact appropriate mStoner team members via the published mobile phone numbers.

Upon receipt of a support request, mStoner will categorize the request according to the following Priority Levels:

- **Priority 1** - Critical - widespread service failure, system outage.
- **Priority 2** - High - service failure or service interruption of a major feature or business process with no identified work around.
- **Priority 3** - Medium - service failure or service interruption of a minor feature or business process with no identified work around.

- **Priority 4** - Low - a feature or process is flawed but is not failing or interrupted.

The required time to respond to the request and restore service for a request is determined by the assigned Priority Level. All service restoration times are from the time the incident is created in Redbooth.

- Priority 1 - the request will be worked as top priority until service is restored or a suitable work around is provided.
- Priority 2 - service will be restored or a suitable work around will be provided within 3 business days
- Priority 3 - service will be restored or a suitable work around will be provided within 10 business days
- Priority 4 - the request will be documented for future consideration

Support requests may require additional work after the initial response and service restoration. This could include resolving the root cause of a problem, making adjustments to search collections or indices, or making adjustments to the design. This additional work will be collaboratively prioritized and planned in advance and addressed with best effort.

Support is wholly managed and primary performed by mStoner. mStoner may engage Funnelback for secondary support from time to time as needed. Hours worked in support of Client will be governed by this agreement and could include time spent by mStoner or Funnelback. Client is not responsible for engaging Funnelback support or working directly with Funnelback.

## 5. Term

**Term:** This agreement will commence on the date it is countersigned by Client and will continue in effect for three years. The agreement shall not automatically renew.

Any unused support hours expire at the termination of the agreement or 12 months from their date of being invoiced, whichever is sooner.

**Event of Default:** For the purpose of this agreement, an “Event of Default” is defined as a failure by a party to perform any material obligation under this

agreement which is not cured by the defaulting party within 30 days after having received written notice thereof.

**Termination in the Event of Default:** This agreement may be terminated by either party prior to the expiration of the Term upon the occurrence of an Event of Default, as herein defined, affecting the other party and upon written notice to the other party. If either party terminates this agreement due to an Event of Default, mStoner shall refund the Client for any unused support hours. The software license fee is non-refundable.

**Termination for Convenience:** Client may terminate this agreement at any time by no less than ninety (90) days written notice to mStoner. If Client terminates this agreement for convenience, any unused support hours are non-refundable. The software license fee is non-refundable.

## **6. Other Terms and Conditions**

### **Confidentiality**

We take confidentiality seriously. mStoner acknowledges that Client may be sharing proprietary and/or confidential information with the mStoner team throughout the course of this project. mStoner agrees to keep all information confidential, both during the project and after its completion. We will secure permission from Client before we use any information for the purposes of case studies, conference presentations, articles, or research reports. In turn, Client will keep confidential any proprietary information or processes that mStoner shares as part of this project. Any proprietary information from mStoner will be clearly marked and explained. In particular, Client agrees not to post the proposal, and subsequent reports, documents, or other materials created by mStoner on the public Internet; websites used to manage the project by the client must be password-protected or otherwise shielded from access by the public.

### **Limitation of Liability**

**Limitation of Liability for mStoner:** mStoner shall not be liable individually or as a whole to Client in this agreement, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this agreement for the Client's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of

goodwill, and loss of data. In no event shall mStoner's liability for direct damages exceed an amount equal to the Contract Amount.

**Limitation of Liability for Client:** Client shall not be liable to mStoner, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this agreement for mStoner's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and loss of data. In no event shall the Client's liability for direct damages exceed an amount equal to the Contract Amount plus the amount of any accrued out-of-pocket expenses.

**Liability Insurance/Worker's Compensation:** mStoner confirms that it is properly insured against liabilities resulting from its work on the Client's behalf – the amount of liability coverage is currently \$1 million per incident. mStoner also confirms that it will maintain a current worker's compensation policy on all employees during the course of this engagement.

### **Indemnification**

Each party (the Indemnifying Party) shall defend and hold harmless the other party and its affiliated entities against all claims, suits and proceedings brought by third parties, including without limitation, from and against any and all claims, liabilities, losses, expenses, damages, costs, and attorney's fees arising out of or relating to:

- (i) any work or service provided by the Indemnifying Party, including any third-party claims alleging infringement of copyrights, trade secrets or other intellectual property right, or alleging libel, defamation or invasion or privacy;
- (ii) any breach by The Indemnifying Party of covenant contained herein; or
- (iii) the Indemnifying Party's negligent act or failure to act in the furtherance of its obligations herein.

In the event of a claim, suit or proceeding in which either party is named as a defendant, arising out of the undertakings, activities, services, or performance under this agreement, that party shall notify the other party as reasonably as possible but no more than thirty (30) days after notification of the claim or litigation.

### **Disputes**

The parties agree that, in the event of a dispute or alleged breach, they will work together in good faith first to resolve the matter internally by escalating it to



higher levels of management and, then if necessary, to submit the dispute to mediation before a mutually agreed mediator prior to resorting to litigation. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, which has not been resolved by mediation shall be settled by arbitration with the American Arbitration Association, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event of any violation of dispute involving confidentiality or infringement of intellectual property rights, either party may seek injunctive relief from any court of competent jurisdiction with or without first submitting its claim to mediation or arbitration.

### **Notice**

Any and all notices, designations, consents, or any other communication provided for herein shall be sufficient if in writing and:

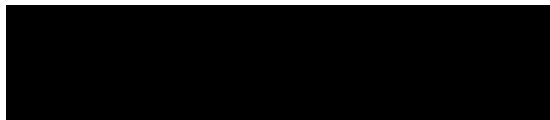
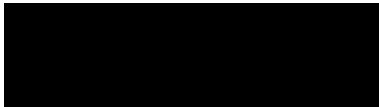
- (i) mailed by United States registered or certified mail, postage prepaid,
- (ii) sent by Express Mail, Federal Express, UPS or other nationally recognized expedited delivery services,
- (iii) by hand delivery, or
- (iv) mailed first class mail with a copy via email.

Any and all notices, designations, consents, or any other communication shall be addressed to the other party at its principal office or to such other addresses as may be designated by them in writing. A notice shall be deemed received

- (i) on the close of business on the third business day following deposit in the U.S. mail,
- (ii) on the business day following deposit with Express Mail, Federal Express, UPS or other nationally recognized expedited delivery service, or
- (iii) immediately upon hand delivery.

## 7. Confirmation

I agree to the terms and conditions outlined in this letter of agreement for Funnelback License and Support with a total budget of \$133,675.

	7/20/2021
<b>AUTHORIZED SIGNATURE, UNIVERSITY OF NORTH TEXAS</b>	<b>DATE</b>
	7/19/2021
<b>AUTHORIZED SIGNATURE, MSTONER, INC.</b>	<b>DATE</b>



500 W. Madison St.  
Suite 1000  
Chicago, IL 60661

Phone 773.305.0537  
www.mStoner.com

Wednesday, April 7, 2021

Charity Beck  
Director of Digital Strategy & Recruitment Marketing  
University of North Texas  
1155 Union Circle #311277  
Denton, Texas 76203-5017

## **RE: Funnelback Higher Education Search Implementation**

Charity, thank you for choosing mStoner as your partner in implementing a robust site search tool for the University of North Texas website, powered by the Funnelback Higher Education Product. We are thrilled to be working with you and look forward to doing great things together!

This document confirms the terms of the agreement between mStoner, Inc. ("mStoner") and University of North Texas ("Client").

### **Scope**

#### **Higher Education Search Implementation**

Implementation of the Funnelback Higher Education Product, which includes the following functionality:

- Faceted Navigation
- Tabbed filtering for high level categories
- Multi-channel query completion via Funnelback's Concierge feature
- Custom result summaries
- Contextual Navigation
- Recent searches
- Custom fonts and font sizes
- Custom colors
- Dynamic screen-size friendly design, including mobile responsive view

Content can be indexed from a variety of sources including:

- Website
- Academic Programs (subject to datasource availability)
- Events / News (subject to datasource availability)
- Faculty and Staff Directory (subject to datasource availability)

- Applicable social channels including Facebook, Twitter and YouTube (subject to publicly available API keys for each channel)

Assumptions:

- Functionality is based on the Higher Education Packaged Solution.
- Alterations to the website search will be limited to permitted changes detailed in the '*Higher Education Packaged Solution: Configurations Options*' document.
- The initial implementation of the packaged solution will re-use the styles (CSS, fonts, colors, etc.) of the main Client website in a best effort fashion.
- Use of social media content must adhere to all 3rd party terms and conditions for social media platforms including YouTube, Twitter, and Facebook.
- Provisioning of related API keys/secrets relevant for each social media account to be crawled will be performed by Client.
- Two rounds of User Acceptance Testing (UAT) is to be conducted by Client.
- There are no special or unique security requirements related to search collections or indexed documents.
- Relevant required document metadata fields (in-page and external if required) will be supplied by Client.
- Only single-select facets with document counts will be required.
- Client will establish a separate and dedicated sub-domain for search.

**Program Finder**

mStoner will implement Funnelback's newly released program finder solution. This solution leverages all of the Funnelback search back-end capabilities paired with a separate frontend that is templated specifically for academic program results. The frontend will be styled to match North Texas's brand and design.

- Fees associated with this scope item are for implementation services only. No additional Funnelback software license will be needed.
- Back-end functionality leverages the same Funnelback search tool that powers the Higher Education product above.
- Assumes a single data source of program content, provided by the North Texas team. If additional data sources are uncovered, a change order form will be created to cover the cost of additional services.
- Page layout and content display is based on the pre-existing Funnelback program finder template.

## Training

- Funnelback 101 Foundations: This introductory course provides students with the core concepts of how Funnelback works with your website. It is ideal for marketing and communications staff and people focused on content.
- Funnelback 201 for Implementers: This advanced course provides students with the core skills required to extend, manage and maintain an existing Funnelback search. Attendees must have experience with reading and editing HTML, JavaScript and CSS.

## Budget

The total budget for the project is \$38,325 (“Contract Amount”). The detailed budget follows.

<p><b>Funnelback Higher Education Implementation Scope of Work:</b></p> <ul style="list-style-type: none"> <li>• Implementation of Funnelback Higher Education packaged search solution that includes faceted navigation, tabbed filtering, search-as-you-type, advanced search and other options.</li> <li>• Content index options include website, academic programs, events, news, faculty, and popular social channels.</li> </ul>	\$15,000
<p><b>Funnelback Program Finder Implementation Scope of Work:</b></p> <ul style="list-style-type: none"> <li>• Implementation and configuring of Funnelback program finder packaged solution, which is built on top of the Higher Education search product.</li> <li>• Includes styling of program finder front-end templates to match the North Texas design.</li> </ul>	\$15,000
<p><b>Training Scope of Work:</b></p> <ul style="list-style-type: none"> <li>• Funnelback 101 training. This introductory course provides students with the core concepts of how Funnelback works with your website. It is ideal for marketing and communications staff and people focused on content. It requires no technical skills.</li> <li>• Funnelback 201 training. This advanced course provides students with the core skills required to extend, manage and maintain an existing Funnelback search. Attendees must have experience with reading and editing HTML, JavaScript and CSS.</li> <li>• Training will be delivered remotely via Zoom.</li> </ul>	\$8,325
<p><b>Total Implementation Cost</b></p>	<b>\$38,325</b>

## Budget Notes

Please initial by each point.



**Additional Costs:** This pricing is a firm bid based on our understanding of your project needs. Additional charges will not be incurred without a collaborative analysis of available



**Billing:** mStoner will invoice according to the following schedule:

- \$19,500 at project inception
- \$12,500 at delivery of working prototype
- \$6,325 at project completion



**Out-of-Pocket Expenses:** The budget above does not include out-of-pocket expenses. mStoner will invoice for out-of-pocket expenses as they are incurred.

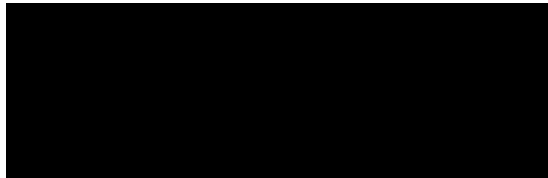


**Billing Terms:** Invoices are due net/30. In situations where invoices are overdue by more than 45 days, mStoner reserves the right to stop work on the project until all outstanding invoices are paid in full. Subsequent milestones and timelines may shift accordingly.



**Billing Contact:** mStoner requests the contact information for the appropriate accounts payable or billing contact at Client. mStoner will work with this contact to ensure all needed paperwork is completed and that invoices are prepared according to Client requirements.

Name



\_\_\_\_\_

Title:

\_\_\_\_\_

Phone

\_\_\_\_\_

Email: invoices@untsystem.edu

### Confidentiality

We take confidentiality seriously. mStoner acknowledges that Client may be sharing proprietary and/or confidential information with the mStoner team throughout the course of this project. mStoner agrees to keep all information confidential, both during the project and after its completion. We will secure permission from Client before we use any information for the purposes of case studies, conference presentations, articles, or research reports. In turn, Client will keep confidential any proprietary information or processes that mStoner shares as part of this project. Any proprietary information from mStoner will be clearly marked and explained. In particular, Client agrees not to post the proposal, and subsequent reports, documents, or other materials created by mStoner on the public Internet; websites used to manage the project by the client must be password-protected or otherwise shielded from access by the public.

### Work-for-Hire

Once payment for work has been made in full, mStoner acknowledges that Client receives a perpetual and irrevocable license to the design and editorial work

done for Client. Work-for-hire does not include the use of best practices or standards in design and editorial development.

### **Limitation of Liability**

**Limitation of Liability for mStoner:** mStoner shall not be liable individually or as a whole to Client in this agreement, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this agreement for the Client's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and loss of data. In no event shall mStoner's liability for direct damages exceed an amount equal to the Contract Amount.

**Limitation of Liability for Client:** Client shall not be liable to mStoner, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this agreement for mStoner's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and loss of data. In no event shall the Client's liability for direct damages exceed an amount equal to the Contract Amount plus the amount of any accrued out-of-pocket expenses.

**Liability Insurance/Worker's Compensation:** mStoner confirms that it is properly insured against liabilities resulting from its work on the Client's behalf – the amount of liability coverage is currently \$1 million per incident. mStoner also confirms that it will maintain a current worker's compensation policy on all employees during the course of this engagement.

### **Term and Termination**

**Term:** This agreement will commence on the date it is countersigned by Client and will continue in effect thereafter until mStoner completes the tasks described in this agreement and any subsequent written change orders to this agreement.

**Event of Default:** For the purpose of this agreement, an "Event of Default" is defined as a failure by a party to perform any material obligation under this agreement which is not cured by the defaulting party within 30 days after having received written notice thereof.

**Termination:** This agreement may be terminated by either party prior to the expiration of the Term upon the occurrence of an Event of Default, as herein defined, affecting the other party and upon written notice to the other party. If either party terminates this agreement, mStoner shall invoice Client for all

services rendered and work performed up to the effective date of termination, based upon the percentage of the project completed. All payments previously made to mStoner by Client will be first applied to these charges. Any excess of prepayments over the final invoice for services rendered through the effective date of Termination shall be refunded to Client.

### **Indemnification**

Each party (the Indemnifying Party) shall defend and hold harmless the other party and its affiliated entities against all claims, suits and proceedings brought by third parties, including without limitation, from and against any and all claims, liabilities, losses, expenses, damages, costs, and attorney's fees arising out of or relating to:

- (i) any work or service provided by the Indemnifying Party, including any third-party claims alleging infringement of copyrights, trade secrets or other intellectual property right, or alleging libel, defamation or invasion or privacy;
- (ii) any breach by The Indemnifying Party of covenant contained herein; or
- (iii) the Indemnifying Party's negligent act or failure to act in the furtherance of its obligations herein.

In the event of a claim, suit or proceeding in which either party is named as a defendant, arising out of the undertakings, activities, services, or performance under this agreement, that party shall notify the other party as reasonably as possible but no more than thirty (30) days after notification of the claim or litigation.

### **Disputes**

The parties agree that, in the event of a dispute or alleged breach, they will work together in good faith first to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to submit the dispute to mediation before a mutually agreed mediator prior to resorting to litigation. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, which has not been resolved by mediation shall be settled by arbitration with the American Arbitration Association, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event of any violation of dispute involving confidentiality or infringement of intellectual property rights, either party may seek injunctive relief from any court of competent jurisdiction with or without first submitting its claim to mediation or arbitration.



**Notice**

Any and all notices, designations, consents, or any other communication provided for herein shall be sufficient if in writing and:

- (i) mailed by United States registered or certified mail, postage prepaid,
- (ii) sent by Express Mail, Federal Express, UPS or other nationally recognized expedited delivery services,
- (iii) by hand delivery, or
- (iv) mailed first class mail with a copy via email.


Any and all notices, designations, consents, or any other communication shall be addressed to the other party at its principal office or to such other addresses as may be designated by them in writing. A notice shall be deemed received

- (i) on the close of business on the third business day following deposit in the U.S. mail,
- (ii) on the business day following deposit with Express Mail, Federal Express, UPS or other nationally recognized expedited delivery service, or
- (iii) immediately upon hand delivery.

### Confirmation of Engagement

I agree to the terms and conditions outlined in this letter of agreement for a Funnelback implementation project with a total budget of \$38,325.

I also acknowledge that this project is dependent upon the execution of a separate Funnelback License and Support agreement.

 7/20/2021

**AUTHORIZED SIGNATURE, UNIVERSITY OF NORTH TEXAS**

**DATE**

 7/19/2021

**AUTHORIZED SIGNATURE, MSTONER, INC.**

**DATE**

## 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: mStoner, Inc.

UNIVERSITY OF NORTH TEXAS

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Date: 7/19/2021

Date: 7/20/2021



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UNT HEALTH SCIENCE CENTER

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**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.