



UNT SYSTEM™

Office of Finance



CONTRACT SUMMARY

Contract Name: Teamworks 242428

Contract Number: 2021-252

Entity: University of North Texas

Department: Athletics

Dollar Value of Purchase: 57,206.25 USD

Total Cumulative Value: 336,419.73 USD

Summary of Purchase: Athletics software used to be in compliance with Name/Image Likeness ruling: Senate bill that will allow college athletes in the state to earn compensation for use of their name, image and likeness. Addendum will help track name, image and likeness and provides marketplace monitoring for athletes. Bolt on to current software.

ENDORSEMENTS:


Office of General Counsel: 2021-06-30T16:40:57

UNT System Chief Procurement Officer: Step Skipped

Campus Chief Financial Officer: Step Skipped

UNT System Chief Financial Officer: Step Skipped

TCM Contract # 2021-252

 <p>Client: University of North Texas Team(s): All Teams Department-Wide Contact: [Redacted] Email: [Redacted] Phone: [Redacted] Address: [Redacted]</p>	<p style="text-align: right;">Extension of Original Customer Agreement Date: 6/28/2021</p> <p>Licensor: Teamworks Innovations Inc, d/b/a INFLCR Contact: [Redacted] Email: [Redacted] Phone: [Redacted] Address: [Redacted]</p>
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ONE-TIME FEES	Price
Professional Services Description	
G5 Premium Platform Setup, Configuration, and Implementation Fees - Located in attached Exhibit A	\$3,500.00
TOTAL ONE-TIME FEES:	WAIVED

RECURRING FEES	Units	Unit Price	Extended Price
Application Service Description			
INFLCR Verified License - Storage & Delivery, Campaigns & Requests, Social Metrics, INFLCR Music, INFLCR Images, Compliance, Education, Reporting	1	\$28,125.00	\$28,125.00
Services			
G5 Premium Ongoing Customer Success and Support Services - Located in attached Exhibit A		\$2,800.00	WAIVED
SUBTOTAL ANNUAL FEES:			\$28,125.00
RECURRING FEES SUBTOTAL	Units	Unit Price	Extended Price
Term Discount	1	(\$5,625.00)	(\$5,625.00)
TOTAL DISCOUNTED ANNUAL FEES:			\$22,500.00

TERMS OF EXTENSION

This Extension Agreement (the "Extension Agreement") Between Teamworks Innovations Inc, d/b/a INFLCR ("INFLCR") and University of North Texas ("Client") dated 06/28/2021 grants access to INFLCR Verified until 06/30/2024. Payments due will be in accordance with the payment schedule below. This Agreement shall be subject to a standard 4.25% price escalator.

INFLCR Verified Accounts will be provided for All Teams Department-Wide.

Special Considerations: Client is being extended a one-time discount of 50% off the 1st year payment amount, Thereafter, Client will resume the standard payment schedule, plus applicable escalators.

Special Considerations: Client is being extended a one-time opportunity to buy now and pay later to align the current agreement with their existing Teamworks payment schedule.

Special Considerations: Opt Out: In the event that the terms of this Addendum are in conflict with any Federal, State or NCAA rules or regulations at any time during the Term with respect to student-athlete name, image, and likeness, which currently exist or may be adopted in the future (the "NCAA Regulations"), the Parties agree that they will make good faith efforts to modify the service provided by INFLCR and/or the terms of this Addendum to bring it into compliance with the NCAA Regulations. In the event that it is not possible for INFLCR to bring the delivery of the service or the terms of this Addendum into compliance with the NCAA Regulations, the Client may terminate this Addendum and any future payment obligations by providing written notice to INFLCR, such written notice to provide a detailed recount of the good faith efforts taken towards reconciliation and the reasons such efforts were unsuccessful.

Prices shown above and Payment Schedule below does not include state and local sales/use taxes that may apply. Any such taxes are the responsibility of the Client and will appear on the final invoice. Tax-exempt entities must provide Licensor with a copy of their applicable tax exemption certificate.

PAYMENT SCHEDULE	
Payment Due 09/01/2021	\$11,250.00
Payment Due 09/01/2022	\$22,500.00
Payment Due 09/01/2023	\$23,456.25

This Extension of Original Agreement is subject to the terms of the Application Service Provider Agreement previously adopted by the parties. All other outstanding Payments Due from previous agreements between the Parties will remain in place.

Duration of Extension: 3 years. This Extension (and all price locks) will expire on 06/30/2024.

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Extension Agreement as of 06/28/2021 and represent and warrant that the party executing this Extension Agreement on their behalf is duly authorized.

INFLCR's Acceptance	University of North Texas's Acceptance
Signature: [Redacted]	Signature: [Redacted]
Printed Name: [Redacted]	Printed Name: [Redacted]
Title: [Redacted]	Title: [Redacted]
Date: 07/30/2021	Date: [Redacted]



Exhibit A

Services – Premium Package

Implementation Services

Premium Account Configuration

INFLCR will complete the following configuration tasks to set up accounts:

- Creation of user accounts through Teamworks single sign-on functionality or upload of rosters from Sidearm and/or Excel files
- Creation of team account dashboards, up to 8 teams / month until all teams have been onboarded
- Upload of athlete headshots for non-Olympic sports, if headshots are not automatically populated from Sidearm

Virtual Training Sessions

INFLCR will conduct up to 4 virtual, one-hour training sessions for staff members during the implementation phase (first 90 days).

Virtual Athlete Activation

INFLCR will conduct up to 2 virtual athlete activation sessions to onboard athlete users.

Implementation Review Report

INFLCR will provide an implementation review report through email after 90 days.

Ongoing Customer Success Services

Customer Success Manager

You will have a dedicated Customer Success Manager as your primary point of contact.

Annual Virtual Training Sessions

INFLCR will conduct up to 2 group or individual, one-hour training sessions on an annual basis.

Customized Metric Reports

Your dedicated Customer Success Manager will provide you with a customized metric report, as requested by the customer, on a quarterly basis (up to 4 reports annually).

Annual Account Review Report

Your dedicated Customer Success Manager will provide you with an account review report through email on an annual basis.

24/7 Knowledge Base Access

You will have 24/7/365 access to an online knowledge base with on-demand support materials.

Customer Support

You will have 18/7/365 access to live support (phone, email, chat).

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.

FERPA. If Vendor has access to students' educational records, Vendor shall limit access to the records to those persons for whom access is essential to the performance of services. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

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.

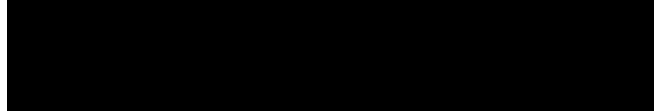
Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of 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: Teamworks Innovations, Inc

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Date: 6/30/2021

UNIVERSITY OF NORTH TEXAS



Date: 7/1/2021



Customer Agreement - Extension of Original Agreement
(version 14.9.17)

Client: University of North Texas - Athletic Department
Contact Name: [Redacted]
Email: [Redacted]
Phone: [Redacted]
Address: [Redacted]

Licensor: Teamworks Innovations, Inc.
Contact Name: [Redacted]
Email: [Redacted]
Phone: [Redacted]
Address: [Redacted]

FEES

Professional Services Description	Units	Unit Price	Extended Price
Implementation Service: Platform Setup, Data Upload, End-User Training, Customer Success Manager, US-based Phone & Email Support, Platform Customization, Ongoing Education	1	\$5,000.00	INCLUDED
TOTAL PROFESSIONAL SERVICES FEES:			\$0.00
Application Service Description	Units	Unit Price	Extended Price
Teamworks Modules - Profiles, Calendar, Messaging (75,000 credits, three 2-way users per Team), File Sharing, Travel, Forms (9,000 DocuSign form completions/yr)	350	\$210.00	\$73,500.00
Teamworks Academics	350	\$40.00	\$14,000.00
SUBTOTAL			\$87,500.00
Term Discount	350	(\$15.00)	(\$5,250.00)
Academics	350	(\$18.00)	(\$6,300.00)
Department Discount	350	(\$30.00)	(\$10,500.00)
Client Commitment Discount	350	(\$15.00)	(\$5,250.00)
Prompt Execution Discount	350	(\$15.00)	(\$5,250.00)
TOTAL BASE ANNUAL FEE:			\$54,950.00

Messages sent in-application do not consume Message Credits. Message Credits used in excess of the annual allotted amount will be assessed at a rate of \$.045 per credit, and may be billed separately or appended to future invoices. 1 SMS Message = 1/2 Message Credit. 1 MMS Message (Picture Message) = 1 Message Credit. 1 Minute of Voice Message = 1 Message Credit.

Additional 2-way Messaging Users may be purchased at a rate of \$50/year per 2-way messaging user added.

Multi-year agreements are subject to a standard 4.25% annual price escalator which is included in the below payment schedule.

Prices shown above do not include state and local sales/use taxes that may apply. Any such taxes are the responsibility of the Client and will appear on the final Invoice. Tax-exempt entities must provide Licensor with a copy of their applicable tax exemption certificate.

To receive the Client Commitment Discount: Client grants Licensor permission to identify Client and Client's logo on Licensor's Customer List which may be displayed on Licensor's website or in promotional materials. Client agrees Licensor may issue a press release announcing Client's adoption of the Teamworks platform. Client will provide at least two (2) quotes from senior staff related to the agreement. Final publication of the press release shall be subject to Client's final approval, such approval not to be unreasonably withheld. Additionally, Client agrees to make a formal introduction to three (3) College Departments within the first six (6) months of the first year of the agreement.

To receive the Prompt Execution discount, Client must execute Extension of Original Agreement and return to Licensor prior to close of business on 05/15/2020. If this deadline is not met, the Prompt Execution Discount will be forfeited.

SPECIAL CONSIDERATIONS: Payment schedule below incorporates standard pricing discounts for prompt execution and deferral of Year 1 fees (agreement must be executed by 05/15/2020). Amounts due will be in accordance with the payment schedule below.

PAYMENT SCHEDULE

Payment Due 09/01/2020	\$37,000.00
Payment Due 09/01/2021	\$56,950.00
Payment Due 09/01/2022	\$59,285.38
Payment Due 09/01/2023	\$61,720.00
Payment Due 09/01/2024	\$64,258.10

THIS EXTENSION TO ORIGINAL AGREEMENT IS SUBJECT TO THE TERMS OF THE APPLICATION SERVICE PROVIDER AGREEMENT PREVIOUSLY ADOPTED BY THE PARTIES ("EXHIBIT A"). THIS EXTENSION OF ORIGINAL AGREEMENT SUPERCEDES ANY AND ALL TEAM AGREEMENTS.

Duration of Agreement: 5 years. This Agreement (and all price locks) will expire on 08/31/2025.

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Extension of Original Agreement as of 05/15/2020 and represent and warrant that the party executing this Extension of Original Agreement on their behalf is duly authorized.

TEAMWORKS INNOVATIONS, INC. ACCEPTANCE		UNIVERSITY OF NORTH TEXAS ACCEPTANCE	
[Redacted Signature]		[Redacted Signature]	
Date	5/15/2020	Date	5-15-2020

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.

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Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

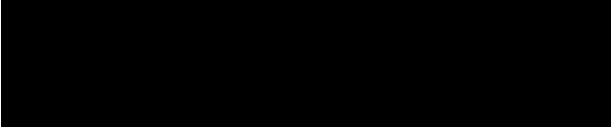
Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply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

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

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

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Teamworks Innovations, Inc.



Date: 5/15/2020

UNIVERSITY OF NORTH TEXAS



Date: _____

EXHIBIT A

APPLICATION SERVICE PROVIDER AGREEMENT

Terms and Conditions

This Agreement is effective as of the date in the Term Sheet, by and between LOGISTICAL ATHLETIC SOLUTIONS, LLC ("LICENSOR") and the party identified as Client in the Term Sheet, which is incorporated herein by reference. For and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **License Grant.** Except as otherwise provided in Section 18 below, LICENSOR hereby grants to Client the non-exclusive, non-transferable, limited, terminable license to use the Licensed Software ("Licensed Software" shall mean LICENSOR's scheduling software and any accompanying documentation) during the term of this Agreement in the ASP environment maintained by LICENSOR. Title to the Licensed Software remains in LICENSOR and all rights not expressly granted to Client in this Section and Section 18 are reserved by LICENSOR. The payment in full of the License Fee specified in Exhibit A is a condition precedent to the license granted in this paragraph and in Section 18.

2. **Authorized Users.** Client shall select employees and students who shall be the authorized users pursuant to this Agreement.

3. **Hours of Operation.** Except for periods of failure attributable to the telecommunications provider, LICENSOR will take commercially reasonable measures to allow Client to access the Licensed Software twenty four (24) hours a day, seven (7) days per week, except for reasonable maintenance periods, which shall not exceed one percent (1.00%) downtime per year. Whenever possible, LICENSOR shall perform maintenance between the hours of 12:00 midnight and 6:00 a.m. Central Time. LICENSOR shall make reasonable efforts to notify Client in advance of other scheduled maintenance periods.

4. **Services.** During the term of this Agreement, LICENSOR agrees to render to Client any services listed on the Term Sheet. CLIENT will be responsible for entering into the system the data it desires in the system. LICENSOR will provide on-going data management and hosting services for Client's data entered into or processed by the Licensed Software, including but not limited to data transfer, data storage and data access. Although Client's personnel will provide any informational input they are capable of providing, they will not be involved in the software development and coding or the support, maintenance, hosting, operation, loading of data, or

maintenance related to the "turn key" System. The role of Client's personnel will be simply to direct and advise from a non-technical, business standpoint. Client will rely upon LICENSOR's personnel in all technical and operational matters related to the System. Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

5. **Customization.** If Client desires to engage LICENSOR to perform any changes or customization to the Licensed Software, LICENSOR shall perform such services on a time and materials basis, with fees to be negotiated between the parties.

6. **Protection of Client Data and Security, Confidentiality, Compliance and Availability Policy.** LICENSOR agrees to take commercially reasonable measures and perform appropriate tests to assure that the Licensed Software provided by LICENSOR is free of known viruses. Further, LICENSOR agrees to maintain reasonable security (including encrypted password protection and encrypted data transfer) for uploading and downloading of Client data and allowing Client access to the Licensed Software in compliance with industry practices. See the attached Security, Confidentiality, Compliance and Availability Policy. Client has complete ownership of its data at all times and agrees to be responsible for making any and all required or requested corrections to student data from students and/or their parents. Further, Client agrees to be responsible for all security of data transmitted or shared by Client with any outside third parties. Client shall comply with all Federal, State and local laws, ordinances, and regulations in maintaining its data and the data of its students and employees. Client agrees that LICENSOR is not liable for errors in data or transmission or lost data, and LICENSOR is not obligated to investigate or audit the accuracy of the data unless such losses occur due to the negligent or intentional omission of LICENSOR.

7. **Client's Responsibilities.** Client is solely responsible for obtaining, at its own expense, the requisite software, hardware, equipment and telecommunications service(s) necessary to access the Licensed Software hosted by LICENSOR.

Client must use this Agreement to govern its relationship with its employees and students with respect to the Licensed Software and may not change the terms of the Agreement without the express written consent of

LICENSOR. Except as provided herein, LICENSOR makes no representations or warranties that this Agreement and the Security, Confidentiality, Compliance and Availability Policy are adequate to govern all aspects of the relationship between Client and its employees and students.

8. **Backup.** LICENSOR will perform daily backups of its database in accordance with industry standards. A copy of backup media will be transferred to a location remote from LICENSOR's data center at least once per week.

9. **User Names and Passwords.** Client will access the Licensed Software through the use of a user name and password assigned by LICENSOR. Client is responsible for safeguarding and maintaining the secrecy of its user name and password at all times. Client shall be solely responsible for monitoring and terminating, when appropriate, its employees' and students' access to the Licensed Software. LICENSOR shall not be responsible or liable for the use or misuse of any user name or password. Client shall be solely and exclusively responsible and liable for any use or access to the Licensed Software by any person or entity who gains access to the Licensed Software through the use of Client's user name or password unless such use or access is obtained through the improper release of the user name or password by LICENSOR.

10. **No Relationship.** Regarding transactions conducted via the Licensed Software, LICENSOR: (a) is not a party or an agent of Client in such transactions, (b) does not take title to the data or information, and (c) although LICENSOR is responsible for properly processing of information and data transferred by the system, LICENSOR is not responsible for errors and omissions of data entered into the Licensed Software

11. **No Warranties of Third Party Sites.** The Licensed Software may provide links or references to other websites. LICENSOR has no responsibility for the content of these other sites, does not make any representations or give any warranties with respect to any information contained at or made available through these other websites, and shall not be liable for any damages or injury arising from the content of these other websites. LICENSOR does not endorse companies, products or the websites to which it has provided links, but merely provides them as a convenience to Client. Unless approved in writing by LICENSOR, Client agrees not to provide or create a link to the Licensed Software or create any frames at any other sites pertaining to any of the content in the Licensed Software.

12. **License, Hosting and Support Fees.** In consideration for the license of the Licensed Software, and

hosting and support services provided to Client under the terms of this Agreement, Client shall pay to LICENSOR the fees in the amounts and on the dates specified in the Term Sheet. The License Fee shall be invoiced on or about the date of set-up and shall be payable upon receipt of invoice. The License Fee for the Licensed Software will be fully earned and non-refundable on the 30th day after installation; provided that the Licensed Software, is acceptable, fully functional, and performing in a manner that is consistent in all material respects with the representations of LICENSOR and the requirements of the Term Sheet provided to Client.

13. **Additional Fees; Invoices.** Client also agrees to pay any other authorized expenses incurred by LICENSOR pursuant to this Agreement or the Terms Sheet, if any, including but not limited to excess message charges. LICENSOR will provide Client with detailed invoices for such expenses and Client acknowledges that payments for all invoices are due within 30 days of receipt by Client. Any payment not received within 30 days of receipt shall bear interest at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less. In the event that any payment due to LICENSOR under this Agreement is collected at law or through an attorney through legal action, or under advice there from, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

14. **Taxes.** In addition to the consideration provided herein, Client agrees to pay amounts equal to any sales, use, excise or other taxes which may be imposed as a result of this Agreement pursuant to applicable law, but Client shall not be obligated to pay any taxes based on LICENSOR's net income or tangible personal property. If Client claims an exemption from any such taxes, Client shall provide to LICENSOR an appropriate exemption certificate.

15. **Term and Termination.** This Agreement shall commence upon the Effective Date specified in the Term Sheet and shall continue for the period specified in the Term Sheet, unless sooner terminated pursuant to the express terms of this Agreement. LICENSOR has the right to terminate this Agreement in the event of a material breach of this Agreement by Client that is not cured by Client within ten (10) days of Client's receipt of a written notice of breach and demand to cure. Client has the right to terminate this Agreement in the event of a material breach of this Agreement by LICENSOR that is not cured by LICENSOR within ten (10) days of LICENSOR's receipt of a written notice of breach and demand to cure. The parties acknowledge that the Licensed Software may not have the capacity to handle an extremely large volume of transactions in its present form without modifications. In the event the Licensed Software lacks the capacity to

handle the volume or throughput required by Client, Client shall have the right to terminate the License Agreement and to transfer its data and files to other software with the capacity required by Client. In the event Client elects to terminate under this Section, Client shall be entitled to a refund of any unearned license fee and LICENSOR shall assist Client in the transfer of its data to the replacement software. The termination of the License Agreement under this Section shall not release LICENSOR from its obligations with respect to the ownership, confidentiality or use of the data, outputs, logs and relationships between files and records of Client or its customers.

16. Proprietary Rights. Client acknowledges and agrees that all right, title and interest, including patent, trademark, copyright, trade secret, and any other proprietary right in the Licensed Software and all improvements, modifications, enhancements, updates, translations, and derivatives provided by LICENSOR, and all related documentation and information, is and shall be the sole and exclusive property of LICENSOR and that Client shall not contest the validity or ownership of any such proprietary rights. Client further acknowledges and agrees that all right, title and interest, including patent, trade mark, copyright, trade secret and other proprietary right and any improvements, modifications, enhancements, updates, translations, and derivative works that are made to the Licensed Software for Client, and customizations made for Client for use with the Licensed Software, as well as all related documentation and information (collectively, "Modifications"), are and shall be the sole and exclusive property of LICENSOR.

17. Restrictions. Client understands that the license granted in this Agreement places certain limits on Client's use of the Licensed Software, including without limitation, each of the following: (a) Client shall not disclose, license, sublicense, assign, rent, sell, loan, give or otherwise distribute all or any part of the Licensed Software or any other software or information derived from the Licensed Software to any third party or other organizations except as specifically permitted under the Term Sheet; (b) Client will restrict access to the Licensed Software to Client's Employees who are authorized users in connection with the performance of their duties for Client; (c) Client shall not attempt to view, edit, reverse engineer, decompile or otherwise access the source code of the Licensed Software or alter or tamper in any way with the Licensed Software including without limitation any look and feel or functionality thereof; (d) Client shall not alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on or within the Licensed Software; (e) Client may only use the Licensed Software to process data in the conduct of its business of serving its students, and shall not provide access to the Licensed Software to any other third parties for the purpose of providing timeshare services, service

bureau services, outsourcing or consulting services for such third parties' customers.

18. Compliance with Laws. Client agrees: (a) to comply with all applicable laws, regulations, statutes, rules, and policies of all applicable countries and their instrumentalities and political subdivisions thereof; (b) to require that all of Client's employees and students comply with all such applicable laws and regulations; (c) to use the Licensed Software only for lawful purposes; (d) to take all reasonable precautions to ensure that all of Client's content or other material posted or otherwise made available via the Licensed Software (1) does not contain any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with the operations of the Licensed Software or any system, data or information pertaining to the Licensed Software or any user thereof, (2) is true and accurate, (3) is not linked directly or indirectly to descriptions of goods or services that are either prohibited by this Agreement or are linked or referenced in any fashion to another website that lists the same goods or services, (4) does not infringe upon any third party's rights, including without limitation copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) to take all reasonable precautions necessary to maintain the security of the Licensed Software and the privacy of other users; (f) not to post on or otherwise transmit through the Licensed Software any unlawful, fraudulent, defamatory, trade libelous, harmful, threatening, abusive, harassing, vulgar, obscene, indecent, pornographic, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable laws; (g) not to engage in the operation of any unlawful transactions and/or business or permit any third party to use the Licensed Software for any unlawful purpose; (h) not to post on the Licensed Software any chain letters, junk mail or any other type of unsolicited mass e-mail to users; (i) not to breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to the Licensed Software or that of any other user or third party that is hosting or interfacing with any part of the Licensed Software; and (j) not to use or distribute on LICENSOR's website any software or other tools or devices designed to compromise privacy or security.

19. Disclaimer of Warranties. LICENSOR expressly disclaims all warranties, whether express or implied, including but not limited to, any implied warranties of title, merchantability or fitness for a particular purpose or warranties arising from a course of dealing, trade usage, or trade practice.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY, OR COMPLETENESS OF THE DATA POSTED ON OR OTHERWISE MADE AVAILABLE VIA THE LICENSED SOFTWARE, EXCEPT FOR THE STRUCTURE AND INTEGRITY OF SUCH DATA.

LICENSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE THAT CLIENT WILL GENERATE ANY ADDITIONAL PRODUCTIVITY, BUSINESS OR TRANSACTIONS BY USING THE LICENSED SOFTWARE. LICENSOR SHALL NOT BE DEEMED TO BE A PARTY TO ANY TRANSACTION MADE USING THE LICENSED SOFTWARE

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE FOREGOING MAY NOT APPLY TO CLIENT.

20. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR, ITS OFFICERS, DIRECTORS AND EMPLOYEES' TOTAL CUMULATIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER DUE TO THE NEGLIGENCE OF LICENSOR, BREACH BY LICENSOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE) FOR ANY CLAIMS, LOSSES, OR DAMAGES (INCLUDING BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION, LOST PROFITS, LOST SAVINGS, OPPORTUNITY COSTS, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR RELIANCE DAMAGES, OR ATTORNEY FEES) HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE, WEBSITE, DOCUMENTATION, AGREEMENT, SECURITY, CONFIDENTIALITY, COMPLIANCE AND AVAILABILITY POLICY, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR INFORMATION AVAILABLE FROM THE LICENSOR SERVER, ANY CONTENT ON THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF USER CONTENT OR AUCTION TRANSACTIONS) AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, MISREPRESENTATION OR TORT, SHALL NOT EXCEED THE AGGREGATE OF ALL AMOUNTS PAID TO LICENSOR BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE MONTH

PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE AND SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES.

THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN LICENSOR AND CLIENT IN VIEW OF THE FEES CHARGED CLIENT BY LICENSOR.

CLIENT EXPRESSLY AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO CLIENT, ANY OF CLIENT'S EMPLOYEES, OFFICERS, AGENTS, OWNERS, OR ANY OTHER THIRD PARTY FOR ANY LOSSES, DAMAGES, OR LIABILITIES OF ANY NATURE WHATSOEVER ON ACCOUNT OF OR ASSOCIATED WITH THE SERVICES RENDERED HEREUNDER OR THE USE OF THE LICENSED SOFTWARE, THE DOCUMENTATION, THE USER AGREEMENT, THE PRIVACY POLICY OR OTHER ACTIVITIES UNDER THIS AGREEMENT, UNLESS CAUSED BY THE INTENTIONAL ACT OR OMISSION OF LICENSOR.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION, PROVIDED THAT LICENSOR HAS NOT FAILED TO DISCLOSE SUCH EVENT TO CLIENT.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ANY LIMITATIONS OF LIABILITY SET FOR IN THIS SECTION 20 SHALL NOT APPLY TO LIABILITY ARISING FROM: (I) A WRONGFUL TERMINATION OF THE LICENSE AGREEMENT BY LICENSOR; (II) THE UNAUTHORIZED USE OR DISCLOSURE OF THE DATA, OUTPUTS AND LOGS AND RELATIONSHIPS BETWEEN FILES AND RECORDS OF CLIENT OR ITS CUSTOMERS; (III) THE LOSS OR CORRUPTION OF DATA CAUSED BY A FAILURE OF THE LICENSED SOFTWARE; (IV) THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF LICENSOR:

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE FOREGOING MAY NOT APPLY TO CLIENT.

21. Indemnification. Client shall, at its sole expense, defend, indemnify, and hold LICENSOR and its officers, directors, attorneys, agents and employees harmless from and against all liability and costs (including attorney's fees and court costs) that may result from any claim or suit asserted or brought against LICENSOR by a third party in connection with: (a) Client's non-performance or violation of any agreement between Client and its employees and students; (b) the receipt, use or dissemination by LICENSOR of Client data or Client customer data and/or any information furnished by Client and Client's customers to render the services hereunder, except the improper use or dissemination of the proprietary information of Client; (c) the violation of any privacy right by Client, unless such violation is due to the negligent or intentional act or omission of LICENSOR; (d) any responsibility to filter or monitor any data provided by Client or any of its customers except for the structure and integrity of that data; or (e) any breach or attempted breach by Client of any of its obligations under this Agreement. In the event of a claim made by a third party based on any of the foregoing, LICENSOR and Client shall mutually agree upon counsel to defend the claim, based on any of the foregoing, and all costs of such counsel shall be borne by Client. LICENSOR may, at its option and at its own expense, engage its own separate counsel to act as co-counsel on LICENSOR's behalf, unless there is a conflict of interest which would prohibit the parties from being represented by the same counsel. In that event, Client shall also pay LICENSOR's reasonable attorneys' fees and costs. The exercise by LICENSOR of its option to select co-counsel shall, however, in no way limit or modify Client's obligations set forth in this paragraph.

22. Access Outside the United States of America. The Licensed Software is controlled and operated by LICENSOR from its offices within the United State of America. LICENSOR makes no representation that materials or data in the Licensed Software are appropriate or available for use in other locations. If Client, or others who are authorized under this Agreement to access the Licensed Software, accesses or uses the Licensed Software from other locations, Client does so at its own risk and is responsible for compliance with local laws, if and to the extent local laws are applicable. The Licensed Software is further subject to United States export controls. No portion of the Licensed Software may be accessed, used or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has

embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By accessing or using the Licensed Software, Client represents and warrants that neither Client, nor any of its employees or others who are authorized under this Agreement to access the Licensed Software, are located in, under control of, or a national or resident of any such country or on any such list.

23. Survival. Sections 6, 12, 13, 15, 17, 18, and 19 through 32, and all obligations of Client to pay or reimburse LICENSOR for any amounts arising under this Agreement, shall survive termination and/or expiration of this Agreement.

24. Injunctive Relief. If Client or any of its agents attempts to copy, use, license, or convey materials containing the above-referenced proprietary rights owned by LICENSOR, in any manner contrary to the terms of this Agreement or in competition with LICENSOR or in derogation of LICENSOR's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, LICENSOR shall have, in addition to other remedies available to it, the right to injunctive relief enjoining such action, Client hereby acknowledging that other remedies are inadequate.

25. Independent Contractor. The parties acknowledge and agree that LICENSOR is an independent contractor of Client, and nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employment relationship between LICENSOR and Client.

26. Confidential. The terms and conditions of this Agreement are confidential. However, LICENSOR may identify Client and display Client logo in advertising or promotional materials and LICENSOR'S websites or for publicity purposes. Otherwise, LICENSOR may not disclose any other information about Client. Client may not disclose terms and conditions herein.

27. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, excluding its conflicts of law rules. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in the courts, state and federal, located in or having jurisdiction over Cook County, Illinois. LICENSOR AND CLIENT HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN OR HAVING JURISDICTION OVER COOK COUNTY, ILLINOIS.

28. Entire Agreement and Amendments. This Agreement the Term Sheet and the exhibits hereto constitute the entire agreement between the parties concerning the subject matter herein. This Agreement, the Term Sheet and the exhibits hereto may only be modified in writing signed by both parties.

29. Binding. This Agreement shall be binding upon the parties hereto, as well as their successors in interest and permitted assigns.

30. Assignment. Client may assign or transfer its rights and/or obligations under this Agreement to Client's successors, transferees, and assigns upon advance written notice to LICENSOR and with LICENSOR'S advance written consent which may be unreasonably withheld.

31. Waiver. Waiver by either party of any breach, or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not limit or affect that party's right to enforce strict compliance with all other terms of this Agreement.

32. Severability. Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court of competent jurisdiction, the validity and unenforceability of the remaining provisions of the Agreement shall not be affected thereby.

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.

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.

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. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Teamworks Innovations, Inc

UNIVERSITY OF NORTH TEXAS

[Redacted Signature]

[Redacted Signature]

Date: 12/18/2018

Date: 12/18/2018

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.