Addendum attached hereto and incorporated herein for all purposes.

ORDER FORM & AMENDMENT

ii Handshake

TCM Contract # 2021-452

STRYDER CORP. dba HANDSHAKE

225 Bush Street, Suite 1200
San Francisco, CA, 94104
www.joinhandshake.com
+1 415-981-8400

Order form number: Q-03980

Order form date: 8/2/2021
Offer valid through: 6/26/2021
Order prepared by: ▮▮▮▮▮▮

Ship to:

▮▮▮▮▮▮▮▮▮▮

University of North Texas
1112 Dallas Dr. Ste. 4000
Denton, TX 76205 United States

Bill to:

▮▮▮▮▮▮▮▮▮▮

University of North Texas
1112 Dallas Dr. Ste. 4000
Denton, TX 76205 United States

Payment & Subscription Terms:

Start Date: 8/31/2021

End Date: 8/30/2024

Billing Frequency: Annual

Payment Terms: Net 30

Handshake Services	Start Date	End Date	Total Price
Premium Subscription	8/31/2021	8/30/2022	USD 12,000.00
Premium Subscription	8/31/2022	8/30/2023	USD 12,000.00
Premium Subscription	8/31/2023	8/30/2024	USD 12,000.00
Premier Plus	8/31/2021	8/30/2024	
		SUBTOTAL:	USD 36,000.00
		TOTAL:	USD 36,000.00

Term & Conditions:

This Order Form for University of North Texas is incorporated into and forms a part of the [Master Services Agreement]] between Stryder Corp. and University of North Texas (the "Agreement"). The following shall constitute an additional term of the Agreement, effective as of the Subscription Start Date set forth in the table above:

- **Premium Subscription Fee.** The Premium Subscription Fee is amended to be the amount set forth as Premium Subscription Fee in this Order Form for the corresponding Term and shall be the Premium Subscription Fee as referenced in the Agreement to be paid on each anniversary thereafter for any Terms that automatically renew. If Agreement does not provide for the Term to automatically renew, then the Premium Subscription Fee shall only apply to the Term set forth above. The Premium Subscription Fee shall be paid in accordance with the payment terms set forth in the Agreement. The Term shall mean the time period starting the Subscription Start Date and end on the Subscription End Date for each of the Terms referred to above.

- *The Subscription Fee Total Price does not reflect applicable taxes. Each Party shall be responsible for any taxes levied against it in connection with the provision or receipt of the Services. This Order Form does not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes. If Handshake has the legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you. The Products and Services will then be made available for the Institution's use on the Subscription Start Date as set forth on this Order Form. If the Institution is tax exempt, the Institution shall provide its tax exempt certificate to Handshake.

- Each party represents and ~~warrants~~ agrees to the other party that it is authorized to enter into and perform the obligations set forth in this Order Form which shall amend the Agreement and such amendment shall be enforceable against the parties.

- **European Union Data Subject Disclosure:** As soon as reasonably practicable following the Order Form Date and at all times thereafter during the Term of the Agreement, University shall identify and disclose to Handshake any past, current, or future University student who has used, is using or may in future use the Services and is or might reasonably be believed to be a citizen of the European Union or otherwise be deemed to be a "data subject" for the purposes of the EU General Data Protection Regulation (GDPR). Any information disclosed pursuant to this paragraph shall be deemed to be University Data and Confidential Information as those terms are defined in the Agreement.

Special Terms:
The amounts listed are divided between UNT ($11,000) and the UNTHSC ($1,000). This is a 3 year contract to be paid annually.

All other terms and conditions of the Subscription Agreement shall apply unless otherwise agreed to by the Parties in writing. The undersigned Parties hereby agree to the terms of this Order Form:

University of North Texas

By:

Name

Title

Date: 8/10/2021

Handshake

By:

Name

Title

Date: 8/10/2021

 handshake

SUBSCRIPTION AGREEMENT Stryder Corp. dba "Handshake"

660 4th St. #113 San Francisco, CA 94107
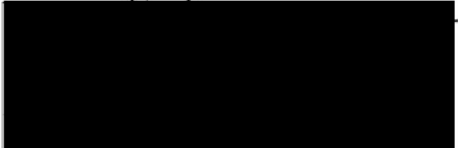
University Name:	University of North Texas
Handshake Contact:	███████
Subscription Start Date:	7/24/17
Support Service Level: (see Exhibit B)	❏ Premium
Additional Services:	❏ Support Service Level $2,500- waived ❏ Implementation services Standard: $5,000 - discounted from 1st year subscription price
Student Implementation Cohort: (see Exhibit A)	❏ June ❏ July ❏ August
Fees for Additional Services:	$0 - Premium support and implementation services waived
Total Initial Payment:	$11,000
First Payment Due Date:	9/1/17
Subscription Renewal Date:	8/31/18
Total Renewal Subscription Amount:	$11,000
Billing Terms:	❏ Auto Renewing Net 45
Contract Special Terms:	❏ Includes one free on-site training (includes all travel)

Billing Details (To be completed by University)

Please fill out the following fields. This will determine where invoices are sent.

Career Center Shipping Address:	
Billing Contact (First and Last Name):	UNT System Accounts Payable
Billing Email Address:	invoices @untsystem.edu
Billing Address:	1112 Dallas Dr. Ste. 4000 Denton,TX 76205
Billing Phone Number:	940-369-5500

The attached Terms and Conditions and any attached addenda are incorporated into and form a part of this Subscription Agreement (collectively, the "**Agreement**"). Capitalized terms used in the Terms and Conditions or an addendum but not defined above shall have the meaning set forth in the Terms and Conditions or the applicable addendum. "**Parties**" refers to both University and Handshake in this Agreement. The undersigned Parties hereby agree to the terms of this Agreement:

█████████████████████████████   ██████████████████████ SHAKE

Senior Director, Business Support Services

Title: _____   Title: _____

Date: _____ 7/18/17 _____   Date: __ 7/20/17 _____

TERMS AND CONDITIONS

1. **Services.** Pursuant to this Agreement, Handshake shall offer University, other Universities, student end users, and certain employers, during the Term, "**Services**" including the user-facing application commonly known as "Handshake" and other software tools for the management and optimization of career services functions, recruiting, and campus employment search, messaging and recruiting-related correspondence, placement tracking and usage analysis, related support and training, related payment processing functions, reporting, data analysis, optimization, and certain other functionality or services (including application programming interface services) as may be developed from time to time by Handshake and made available to University and other clients of Handshake on a subscription basis, in each case subject to updates, additional feature integrations, and other modifications by Handshake. To the extent University elects to receive, and satisfies any applicable payment obligations for, Additional Services as set forth on the cover page of this Agreement, such Additional Services shall be deemed a part of the Services provided hereunder; *provided* that Payment Services and Service Level Agreements are available only pursuant to a duly-executed addendum to this Agreement relating to such Additional Service. Handshake will cooperate with the University to effect the integration of the Services with University's existing information technology infrastructure. If University elects to receive Reporting on the cover page of this Agreement, University acknowledges and agrees that Handshake and other software services providers will conduct analyses on the University Data in order to produce the reports for University (including to deliver and display reports to University), all of which shall constitute "Services" hereunder.

2. **Fees.** University shall pay to Handshake (i) as of the First Payment Date, the Total Initial Payment and (ii) upon each anniversary of the First Payment Date during the Term, the Annual Subscription Fee. Each Party shall be responsible for any taxes levied against it in connection with the provision or receipt of the Services.

    a. *Invoices.* No less than three (3) business days prior to the Initial Payment Date (unless otherwise agreed in writing by the Parties), University shall provide Handshake with billing contact and account information necessary to generate an invoice for the Services. Handshake will, prior to the First Payment Date, provide the initial invoice for Services as well as any subsequent annual invoices, each of which shall specify the applicable due date. Payment on all invoices under this Agreement are due net 45 of the invoice date.

    b. *Expenses.* In the event that Handshake incurs, upon the request of and prior approval by the University, any additional expenses in performance of the Services, (a) Handshake will, within thirty days of the end of the calendar month in which an expense was incurred, transmit an

invoice detailing such expenses with documentation of any expense over twenty-five dollars ($25) to University, and (b) University shall remit payment in the amount of such expenses to Handshake within thirty (30) days of its receipt of such invoice.

c. *Payment Processing.* Subscription Payments under this Agreement may be made by check or ACH transfer as directed by Handshake or as otherwise agreed by the Parties. If Handshake requests to receive payment via credit card, direct deposits, or any non-paper currency from an automated payment processor on behalf of University, University shall ensure that the automated payment processor it selects to make payment is acceptable to Handshake. University agrees that Handshake may verify such payment, using the services of an additional vendor (such as a credit processing company or escrow service). University will comply with any reasonable Handshake instructions in connection with transmitting payment, including, without limitation, the time, amount, and form of such payment. University will not be charged any fees or costs relating to its use of the automated payment processor for the Total Initial Payment or Annual Subscription Fee.

3. **Confidential Information.** During the Term of this Agreement, each Party may receive and otherwise be exposed to confidential and proprietary information relating to the other Party's business practices, strategies, designs, technologies and other matters. Such confidential and proprietary information may include, but is not limited to: (i) Handshake's marketing and customer support strategies; (ii) a Party's financial information, including sales, costs, profits and pricing methods, a Party's internal organization, employee and consultant information (including the terms of this Agreement), customer lists, designs, artwork, graphics, copy, marketing plans or proposals, content, trade secrets, technology, including discoveries, ideas, inventions, media, research and development efforts, processes, source or object code, hardware/software design and maintenance tools, samples, formulae, methods, knowhow, and all copies, derivatives, summaries, extracts, improvements and enhancements to any of the above which are created or developed by either Party; (iii) information of third parties as to which either Party has an obligation of confidentiality; and (iv) any other non-public material or information relating to a Party which it discloses or makes available to the other Party, whether or not marked as "confidential" or "proprietary" (all of the foregoing collectively referred to as "**Confidential Information**"). University Data (including FERPA-governed data) shall constitute Confidential Information under this Agreement unless and/or until the underlying facts of such data are related to a Claimed Account, at which point the obligation of confidentiality with respect to that fact pursuant to this Agreement shall expire and be replaced by the obligations of the applicable terms of use agreed to in claiming the Claimed Account. For the avoidance of doubt, Confidential Information does not include the deliverables hereunder, except to the extent that such deliverables contain Confidential Information. However, as between University and Handshake, all University Data shall be deemed Confidential Information.

a. *Restrictions on Use and Disclosure.* The Parties acknowledge the confidential nature of the Confidential Information, and agree that the Confidential Information is the sole and exclusive property of the Party with whom it originates (the "Disclosing Party"). Accordingly, the Party receiving the Confidential Information (the "non-Disclosing Party") agrees (i) not to use the Confidential Information except in the performance of this Agreement, (ii) not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of the Disclosing Party, (iii) to use commercially reasonable care (but in no case less care than such Party uses to protect its own Confidential Information) to prevent the disclosure of the Confidential Information and (iv) to disclose the Confidential Information to its own employees, contractors, subcontractors and agents solely as necessary to perform its obligations under this Agreement.

b. *Exceptions.* Either Party's obligations under this Section 3 shall terminate with respect to any particular information which (i) the non-Disclosing party lawfully knew prior to Disclosing Party's first disclosure to the non-Disclosing Party, (ii) a third party rightfully disclosed to the non-Disclosing Party free of any confidentiality duties or obligations, (iii) that the Parties mutually agreed would not be subject to the confidentiality obligations set forth in this Agreement or (iv) is, or through no fault of the non-Disclosing Party has become, generally available to the public. Upon termination of this Agreement for any reason, including expiration of the Term, each Party agrees to cease using and if requested by the Disclosing Party, to return to the Disclosing Party all whole and partial copies and derivatives of the Confidential Information, whether in its possession or under its reasonable control. Unless expressly provided in this Agreement, each Party recognizes and agrees that (a) nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue, based on the Disclosing Party's Confidential Information and (b) that neither Party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on the receipt or use of the Information, absent separate written approval of the Disclosing Party.

c. *Required Disclosure.* Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and such Party can make a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

d. *Security Breach Procedures.* If Handshake discovers or is notified of a breach or potential breach of security relating to University Confidential Information or University Content, Handshake shall promptly: (1) notify University of such breach or potential breach without unreasonable delay and in no case later than five (5) calendar days after discovery of the potential breach, (2) in consultation with University, investigate and remediate such breach or potential breach at least to the extent required by law, (3) if the breach or potential breach resulted from a failure or weakness in systems or procedures that were Handshake's responsibility, provide University with satisfactory assurances that the breach or potential breach will not recur, and (4) to the extent that the breach or potential breach resulted from acts or omissions of Handshake, Handshake shall be responsible for all costs reasonably determined to be incurred by University or Handshake in connection with the foregoing activities. Handshake shall cooperate fully to assist University in: (1) identifying individuals potentially affected by the breach; (2) conducting any risk assessment required by applicable law; and (3) providing any notifications required by applicable law. If the Parties, acting reasonably, determine that establishment of a toll-free telephone contact number is necessary to handle inquiries relating to the breach, and requests Handshake to provide staffing to respond to calls to the toll-free number, Handshake shall provide the requested staffing at its cost.

4. **Licenses.** Handshake is and shall remain the sole owner of the Services. Handshake hereby grants to University a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, personal, worldwide license to use the Services during the Term for its own benefit and the benefit of its current and former students. University hereby grants to Handshake a a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, worldwide license (i) to use the University's name and logo for the purpose of identifying that students or demographics relate to or are enrolled in the University (for example, to allow employers to search for candidates who are students of University), to make presentations to the Handshake's Board of Directors, investors, or potential investors that may mention that University is a client of Handshake, and to identify University as a user of Handshake and (ii) to use, copy modify, reproduce, display, and distribute University Data for the purpose of providing the Services.

5. **Term and Termination; Renewal.** This Agreement shall commence upon the Effective Date, which shall be the date on which this Agreement has been executed by both Parties, and will continue until this Agreement is terminated in accordance with this Section 5 (the "**Term**"). The Term shall extend for a minimum of one (1) year from the Initial Payment Date and shall automatically renew for subsequent one-year terms (each, a "**Renewal Term**") unless terminated in accordance with this Section.

a. *Termination.* Either Party may terminate this Agreement (i) in the event of a material breach of the Agreement by the other Party that is not cured within thirty (30) days of written notice to

the allegedly-breaching Party of such breach or (ii) immediately upon written notice prior to the First Payment Date. University may terminate this Agreement effective at the conclusion of the Initial Term or any Renewal Term by providing sixty (60) days prior written notice of its intent to terminate prior to the end of the then-current Term. Handshake may, but is not obligated to, terminate this Agreement in the event any payments due hereunder are overdue by more than thirty (30) days.

b. *Effect of Termination.* Upon the termination of this Agreement, University shall be obligated to make any payments for Services rendered prior to the effective date of termination on a *pro rata* basis and pay any expense subject of an invoice as described in Section 2(a) above. The provisions of this Agreement relating to Confidential Information, Term and Termination, Indemnification, Limitation of Liability and the "General" section of this Agreement shall survive any termination or expiration of this Agreement. University may request, upon the effective date of any termination hereof or within thirty (30) days thereafter, that Handshake return or destroy any University Data in the form uploaded by employees of University; *provided* that Handshake shall not be obligated to delete the accounts or information relating to Claimed Accounts (defined below), nor otherwise remove the byproducts of processing such data during provision of the Services.

6. **University Data.**

a. **Privacy and Protection of Student Data.** University may provide, in connection with its use of the Services, certain data regarding its past, current, or future students to prepare for adoption of accounts by students ("**University Data**"). Except in connection with the maintenance, operation, and initialization of the Services, including to pre-provision accounts, Handshake shall not make available University Data for review by other users of the Services (including employers) unless and until an individual claims an account by consenting to the Handshake product Terms of Service (such an account, a "**Claimed Account**"). To the extent University engages any Additional Services, University agrees that Handshake shall be permitted to use University Data for the purpose of providing the Additional Services. University shall be responsible for obtaining any consent from third parties (including students) required to grant the licenses to University Data for use in the Services as described herein and otherwise perform its obligations under this Agreement.

b. **Claiming Accounts.** University acknowledges and agrees that Handshake users (including students) may individually consent to certain uses of their personal information and other information gathered through their use of Handshake beyond the subject matter of this Agreement in connection with a Claimed Account, and that any such consent will supersede restrictions placed on Handshake's use of such information in this Agreement. Further, where Handshake has obtained end-user consent to sharing or processing of personal information, or

where the disclosure, use, or processing would otherwise qualify for an exception to the restrictions contained in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), including through de-identification, any data use limitations otherwise applicable to information obtained by Handshake in the course of performing this Agreement (excluding the express confidentiality obligations of the Parties hereunder) shall not apply.

7. **Independent Contractors.** Handshake's relationship with University will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Handshake is not the agent of University and is not authorized to make any representation, contract or commitment on behalf of University. Handshake will not be entitled to any of the benefits which University may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Handshake will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Handshake's performance of services and receipt of fees under this Agreement.

8. **Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify and defend the other Party (the "**Indemnified Party**") and its trustees, officers, directors, employees, faculty, agents and affiliates from and against any and all third party claims, demands, suits, fees, judgments, damages, losses, costs and expenses (collectively, "**Claims**"), including reasonable attorneys' fees and costs incurred in responding to such Claims, that the Indemnified Party may suffer or incur proximately caused by: (i) Indemnifying Party's gross negligence or willful misconduct; (ii) Indemnifying Party's breach of this Agreement; (iii) any claim that content or services provided to the Indemnified Party by the Indemnifying Party infringes or violates any patent, copyright, trademark, or other intellectual property right of a third party or misappropriates any trade secret. If any portion of the Services becomes, or in Handshake's opinion is likely to become, the subject of a claim of infringement, Handshake shall, at Handshake's option, either: (i) procure for University the right to continue using the Services; (ii) replace the Services with non-infringing services which do not materially impair the functionality of the Services; or (iii) modify the Services so that they become non-infringing. If the foregoing options are not available on commercially reasonable terms and conditions, University shall have the option to terminate this Agreement or the applicable SOW and receive a refund of any fees actually prepaid by University to Handshake for the remainder of the Term then in effect, and, upon such termination, University will immediately cease all use of the affected Services. To the extent the obligations of this Section 8 would violate any state or federal laws regarding sovereign immunity, such obligations shall not apply to the Parties' performance under this Agreement.

9. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, HANDSHAKE MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, (EITHER IN FACT OR BY OPERATIONS OF LAW) BY STATUTE OR OTHERWISE, TO UNIVERSITY,

AND END-USER, OR ANY OTHER PARTY WHATSOEVER. HANDSHAKE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SECURITY, NON-INFRINGEMENT AND THOSE ARISING OUT OF THE COURSE OF DEALINGS OR USAGE IN TRADE. HANDSHAKE DOES NOT WARRANT THAT ANY SERVICES WILL BE SECURE OR UNINTERRUPTED. HANDSHAKE HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON UNIVERSITY'S USE OF THE SERVICES. Notwithstanding the foregoing, Handshake will provide customer support for use of the Services over the phone or email as expressly described in this Agreement.

10. **Limitation of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITIES UNDER SECTION 15 (INDEMNIFICATION), OR BREACHES OF CONFIDENTIALITY OBLIGATIONS (COLLECTIVELY, THE "**EXCLUDED ITEMS**"), TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING THOSE ARISING AS A DIRECT OR INDIRECT RESULT OF THE ACTIONS OF A PARTY OR ONE OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, PARTNERS, OR CONSULTANTS WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED ITEMS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (i) THE AGGREGATE AMOUNT PAID BY UNIVERSITY TO HANDSHAKE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (ii) $500,000. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. Handshake does not exclude liability to the extent that such liability may not be excluded or limited by law.

11. **General.** Handshake may name University as its client publicly and, with University's prior approval (not to be unreasonably withheld) may use University's logo on its website and in other publicity. Each Party agrees that it is an independent contractor, and that no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement. Each Party may only access and use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party. As used in this Agreement, the term "including" and variations thereof shall mean "including without limitation." Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; *provided, however,* either Party may assign the Agreement without such consent (i) to any subsidiary or parent company of such Party, (ii) to any successor by way of merger, consolidation or other corporate reorganization of such Party or (iii) in

connection with the sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under the Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the Term of this Agreement, that provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and they shall be construed to the extent of their enforceability in light of the Parties' mutual intent. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California without regard to conflict of law provisions. University agrees that, upon Handshake's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in San Francisco County, California, and University hereby consents to the personal jurisdiction of such courts. This Agreement has been prepared with the participation of each Party with advice from legal counsel and will not be strictly construed against either Party. Each Party acknowledges that it has consulted with or had the opportunity to consult with counsel of its choice, and that in executing this Agreement it has not relied upon any statements, representations or agreements other than those expressly contained herein. All notices, requests, consents and other communications which are required or permitted under this Agreement shall be in writing, and shall be delivered personally or mailed by certified or registered mail, postage prepaid, return receipt requested (in which case the same shall be deemed given three business days after mailing), or sent by email or fax (in which case it shall be deemed given on the next business day after it is transmitted), at the addresses listed on the first page of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument, including by electronic signature. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and terminating any prior or contemporaneous agreements and communications (written and oral) regarding its subject matter. This Agreement may only be modified or any rights under it waived by a writing executed by both parties. This Agreement is solely on behalf of and for the benefit of the undersigned Parties. There are no intended third party beneficiaries to this Agreement.

Exhibit A

Implementation Services Description

Overview

Handshake provides an Account Manager and enhanced high-touch support to increase University's staff competence with the platform capabilities and help onboard students efficiently. This Implementation Service is delivered remotely.

University IT and career center staff can rely on the Account Manager for guidance, assistance and mentoring in coordination with Handshake project teams, including hands-on design the University's solution implementation.

"Kickoff Meeting Date" means the day both parties begin technical effort toward implementation of the subscription.

"Launch Date" means the day the Handshake service is live for University students, subject to timely response and cooperation from University.

Approach

An implementation typically has the following elements:

- Kick-off Meeting
- Leadership Training
- Configuration Consultation
- Staff User Training

Handshake Responsibilities:

- Assign an Account Manager
- Coordinate regular check-ins on customer implementation status
- Notify customer immediately if there is an expected change in implementation effort and/or adjusted timelines are needed
- Provide a remote access learning environment for the customer
- Provide guidelines for data formatting and preparation in advance of the Kickoff Meeting Date

Customer Responsibilities:

- Ensure that data is formatted correctly, finalized and readily available by date of project Kickoff Meeting Date
- Ensure that IT personnel knowledgeable about the integrating system are available to meet with Handshake as reasonably necessary to complete implementation on time
- Prepare and engage, as needed, appropriate IT resources to resolve issues that Handshake identifies in the customer's environment as blockers for implementation (in most cases, these are rare)

Travel and Expense

While not required, if there is any mutually agreed on-site work or training, Handshake reserves the right to bill a flat rate of $1,750 per day for staff other than the first which is included and includes all travel costs.

Key Dates

"Launch Date" for this Exhibit will be set according to the launch cohort selected on the cover page.

Launch Date	Key Dates
June	• May 1st - Employer Invite • June 1st - Student Invite
July	• June 1st - Employer Invite • July 3rd - Student Invite
August	• Estimated 7/24 - Employer Invite • Estimated 7/24 - Student Invite

Deliverables and Action Items

Student Launch (3 weeks before Launch Date)
- One-time student export received from Registrar (data fields will be suggested by Handshake but chosen in University's discretion)
- Single-Sign-On (SSO) configured
- Handshake email whitelisted (i.e., set as a permitted sender in University's email systems)

Employer Launch (2 weeks before Launch Date)
- Employer contacts received (data fields will be suggested by Handshake but chosen in University's discretion)

Project Hours

- Handshake services team's working day is eight hours, including reasonable time for meals. Work will be performed between 9am EST to 8pm EST.
- Handshake will engage with University personnel during normal working hours.
- Handshake understands that occasions arise during customer engagements that may require additional work.. Any additional work required to complete the services specified in the agreement must be mutually agreed to in writing and will be billed at a to-be-decided daily rate. Handshake does not generally require additional hours for implementation when the University team is responding and coordinating promptly.

Scope of Work

The scope of the Implementation Service is limited to the specific elements listed above. Should customer wish to expand the engagement, Handshake will create a separate Statement of Work ("SOW") to outline the process, timeline and requirements for the additional implementation-related Services. Handshake will provide such Services specified in the SOW on a Time and Materials basis.

Additional services may include:

- Data Manipulation
- IT consult
- Project Management

Exhibit B

Support Service Levels

This Service Level Agreement ("**SLA**") is entered into by Handshake and University **and forms a part of the Agreement** between the parties dated 7/24/17 .This SLA sets forth the levels of availability and support to which University is entitled as a component of the Services described in the Agreement.

1. **Definitions**.
   a. **"Total Time"** means the number of available minutes in any given calendar month, excluding Scheduled Downtime.
   b. **"Lost Time"** means the number of minutes in a given calendar month, that the Services are entirely unavailable to University. Lost Time shall commence upon notification by the University to the Vendor's specified Service dispatch of a fault condition that prevents full utilization of the services and shall end when the Services are reinstated for the University.
   c. Uptime. **"Uptime"** is defined as the period during which the Services are available to University, excluding any Scheduled Downtime, in any given month during the Term of the Agreement. Uptime is measured monthly to the nearest minute based on Total Time, excluding minutes associated with Scheduled Downtime. The minimum acceptable level of Uptime for the Services ("**Uptime Commitment**") shall be 99% as determined by the following formula: *Uptime = (Total Time – Lost Time)/Total Time x 100%.*

2. **Scheduled Downtime**. Upon 24 hours notice to University, Handshake may perform maintenance, updates, and other similar functions that may make the Services temporarily unavailable ("**Scheduled Downtime**").

3. **Failure to Meet Uptime**. In the event that the Services are not delivered in satisfaction of the Uptime Commitment of 99% for two consecutive months, Handshake will issue "**Credits**" that will be applied to the subsequent monthly fee payable by University. Credits may be used solely as deductions from future bills for the Services. The amount of Credit shall be, solely in months where Handshake has not satisfied the Uptime Commitment, equal to: *Credit Amount in $ = (Total monthly bill for Services failing to meet the Uptime Commitment) x (the difference between 99% and the actual Uptime percentage in that month).* University acknowledges and agrees that any disaster recovery processes must be performed in accordance with, and are subject to, the terms and conditions applicable to

Handshake' by virtue of its relationships and contractual arrangement with its cloud services provider. This SLA and the uptime guarantees set forth herein shall not apply:

- To equipment, software, or services other than the Services (as defined in the Agreement).
- To use of the Services in any manner other than as contemplated by the Agreement.
- To the extent University has prevented Handshake from performing maintenance or updates.
- In the event of University's breach of the Agreement.
- In the event of Force majeure (as defined in the Agreement or by usage in the software industry).

4. **Support.** Handshake shall provide online and telephonic support Monday – Friday, between 8am EST to 8pm EST ("**Support Hours**"), via (i) emails or (ii) phone, commensurate with the Tier selection on the cover page of this Agreement, as follows:

Support Package	Included Services
Standard	- Unlimited access to online training courses - Help Center access - Unlimited Email Support - Unlimited Employer Email Support - Unlimited Student Email Support - Dedicated Account Manager 3 implementation consultation meetings with your Account Manager
Premium Included	- All Standard Services + 60 minutes of phone support *per month* 5 implementation consultation meetings with your Account Manager

HANDSHAKE PAYMENTS ADDENDUM

This payment addendum (the "**Addendum**") forms a part of the Subscription Agreement entered into by the Parties on MSA Date (the "**Agreement**") is entered into as of Today's Date ("**Addendum Effective Date**") between Stryder Corp., a Delaware corporation with its principal place of business at 660 4th St #113 San Francisco, CA 94107 ("**Handshake**") and University of North Texas, an educational institution organized under the laws of Texas ("**University**") (collectively the "**Parties**"). This Addendum is incorporated into and forms a part of the Agreement. In the event of a dispute regarding the Payment Services, the terms of this Addendum shall supersede the terms of the Agreement.

WHEREAS University has elected to add certain payment processing services to the Services provided by Handshake under the Agreement and now wishes to implement such services (the "**Payment Services**"); and
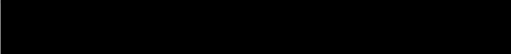
WHEREAS Handshake agrees to manage the processing of payments on behalf of the University subject to the terms and conditions contained herein, including such conditions as are required to be applied through Handshake's agreement(s) with Stripe, in connection with the Payment Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Eligible Activities.** "**Eligible Activities**" means, for purposes of this Addendum, such services or offerings as may be provided by University from time to time and for which University indicates it wishes to accept payment through Handshake's product or related services, including, by way of example and not of limitation:

   a. Payment by employers for career-fair-related items such as rental space, access, goods, or other services;

   b. Payment by employers for interview room reservations and related services; and/or

   c. Payments from students for career center related services and/or events.

2. **Handshake Obligations.** As a part of the Payment Services, Handshake will accept payment from end-users (which may include employers, students, or third parties who seek to engage the Eligible Activities) on behalf of and in the amount specified by the University, such amounts to be charged for the Eligible Activities using third party payment processor Stripe (upon receipt by Handshake in Handshake's Stripe account, the "**Paid Amounts**"). Handshake will serve as the Merchant of Record for Paid Amounts.

   a. Payout Amounts. On a monthly basis, Handshake shall calculate the amount payable to University by subtracting the (i) processing fees charged by Stripe, (ii) a payment processing charge equal to the greater of (x) five percent (5%) or (y) the fees assessed by Stripe to Handshake, and (iii) any refunded amounts returned to end users from the Paid Amounts directly arising from University's Eligible Activities (the "**Disbursement Due**"). In order to calculate the Disbursement Due, Handshake shall reference only the Paid Amounts related to Eligible Activities made only during the thirty (30) calendar days following the last assessment of disbursement of funds to University, if any (each such assessment, a "**Disbursement Accounting**"). Handshake shall remit the Disbursement Due to University ("**Disbursement**") as soon as practicable, and no less than thirty (30) days after Handshake's Disbursement Accounting for the applicable period.

   b. Disbursement Mechanics. Disbursements shall be made either (i) by check to the address written on University's signature line or such other address as may be provided by an authorized agent of University or (ii) via automated clearinghouse transmission to University's ACH Account (defined

below). With the applicable Disbursement, upon University's written request, Handshake will provide University with a summary of payors, the amount charged to each payor, any service for which the specified payment is designated, and a summary of payment processing fees deducted prior transmitting monies relating to the same. Nothing in this Addendum shall restrict the terms under which Handshake presents payment options to end users, nor the policies and safeguards Handshake may implement to protect the integrity and security of payment architecture.
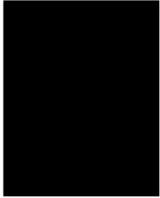
3. **Disputes After Disbursement.** Handshake will refer any disputes which may arise regarding Paid Amounts already subject to a Disbursement ("**Post-payment Disputes**") directly to the University Contact (defined below). University who shall be fully responsible for resolving Post-payment Disputes, administering refunds in its discretion, and providing support and information to the applicable payor. Handshake shall have no obligation to resolve, and University acknowledges that Handshake will be unable to become involved in, disputes or customer service matters relating to the Post-payment Disputes other than forwarding information to the University Contact. University further acknowledges and agrees that Handshake will be unable to control (including without limitation to alter, access or delete) payment records held by Stripe or within its Stripe account relating to Paid Amounts. Handshake will treat payment information of end-users within its control as Confidential Information under the Agreement, *provided* that University acknowledges and agrees that Stripe will have access to such information.

4. **Security and Processing.** Handshake uses Stripe, a third party, to process payments hereunder as of the Effective Date. Handshake will, to the best of its knowledge after reasonable diligence, only process Paid Amounts using a third party if it has a good faith belief that such third party payment processor is compliance with the Payment Card Industry Data Security Standards (PCI-DSS). In the case of Stripe, as of the Effective Date, Stripe has represented compliance with PCI-DSS in its security documentation (available at https://stripe.com/docs/security/stripe). The applicable Stripe Connected Account Agreement (available at https://stripe.com/us/connect-account/legal) and the end user protections contained therein, and well as Stripe's Privacy Policy (available at https://stripe.com/us/privacy) set forth additional representations and warranties of Stripe applicable to, to Handshake's knowledge, the transactions processed pursuant to this Addendum. Each of the agreements promulgated by Stripe and referenced in this Section are referred to in this Addendum as "**Stripe Agreements.**"

5. **University Obligations.**

    a. ACH Payments. The "**ACH Account**", if elected by University to receive Disbursements, shall be:

        i. Routing: []

        ii. Account: []

    b. Form W-9. University agrees to execute a Form W-9 in connection with its receipt of Disbursements in excess of Five Hundred Ninety-nine dollars (US$599) hereunder and deliver such Form W-9 to Handshake within seven (7) days of the Effective Date of this Addendum or of the applicable Disbursement.

    c. University Contact. The authorized agent of University who shall be responsible for receiving Handshake's notice of any disputes with payments after their transmission to University shall be:

        i. Name:

        ii. Email

    iii.   Phone Number: ▓▓▓▓▓▓▓▓

    iv.   Physical Address: _Denton, TX_____

6. University Covenants, Representation and Warranties.

    a. University agrees to act in good faith in connection with its charges to, disputes with, or refunds to consumers, employers, or other uses governed by this Addendum. University agrees to provide only complete and accurate information to Handshake or its payment processor in connection with this Agreement (e.g., the true location of interview rooms rented).

    b. University represents ~~and warrants that~~ _and agrees that_ it (i) has all legal rights to enter into this Addendum and receive payments hereunder, (ii) will not violate any contract in effect between University and a third party by entering into this Addendum, (iii) has the right, power, and ability to enter into and perform under this Agreement; (iv) has all necessary rights and consents to grant the rights and licenses granted under this Agreement, and to allow Stripe to provide the Stripe Services; (iii) will comply with all Laws applicable to its business and its use of the Stripe Services; (iv) will comply with the Payment Addenda and Payment Method Rules; and (v) does not and will not conduct a Prohibited Business or transact with any Prohibited Business. University also represents and warrants to Stripe that the University Information is complete and accurate.

    c. Handshake cannot control, and specifically disclaims any and all liability that may result from, the actions of Stripe relating to this Agreement. Stripe may take, and Handshake and University will reasonably cooperate with, such steps as are reasonable to address any unauthorized access to the Stripe platform. Handshake will not be able to return or destroy data in Stripe custody or control. Handshake will transmit any notices that may effect the Payment Services to University. In the event that Stripe requires Handshake to directly refund an end-user more than seven (7) days after the transaction date, University agrees Handshake will send, and University will pay within thirty (30) days, an invoice or the total amount refunded to the user without consideration of any payment processing fees retained by Handshake or Stripe.

    d. University agrees to indemnify, defend and hold harmless Handshake, Stripe (to the extent required by the Stripe Agreements) and Handshake's affiliates, directors, employees and agents (collectively in this Addendum, the "**Indemnified Parties**") from any claim, suit, demand, action, investigation or proceeding brought by a third party to the extent arising out of or relating to any (i) material breach of any of University's representations, warranties or obligations under this Agreement; (ii) University's use of the Stripe services, including any Refunds, Reversals, Disputes, and any fees, penalties or fines imposed on Stripe by any Payment Method Provider, Financial Services Provider or government entity as a result of University's use of the Payment Services; or (iii) University's negligence, willful misconduct, or fraud, (each, a "**Claim Against**"). University will indemnify the Indemnified Parties for settlement amounts and damages, liabilities, costs and expenses (including reasonable attorneys' fees) paid or incurred by Stripe to the extent arising out of a Claim Against. University's obligations in this section do not apply to the extent the Claim Against arises out of and would not have occurred but for Handshake's breach of this Addendum.

    e. University acknowledges and agrees that the Payment Services, as services facilitated by the Stripe platform, (i) may not be used in connection with any prohibited business or activity (as defined by Stripe from time to time at https://stripe.com/us/prohibited-businesses) ("**Prohibited Business**") or for the benefit of a country, organization, entity, or person embargoed or blocked by

any government, including those on sanctions lists identified by the <u>United States Office of Foreign Asset Control (OFAC)</u>.

7. **Term**. The term of this Addendum ("**Term**") commences on the Effective Date and will continue for the until the earlier of (i) the date fifteen (15) days following the delivery of notice by one Party to the other Party memorializing such Party's wish to terminate, (ii) the date upon which the Term of the Agreement ends, or (iii) the date Stripe terminates its agreement with Handshake or requests suspension of the Payment Services for any reason (e.g., in order to implement different security terms and protocols in accordance with industry standards). Except in the case of a termination in accordance with part (ii) of this Section 5, the termination of this Addendum shall not effect the Agreement, which shall continue in full force and effect unless terminated in accordance with its terms.

8. **General**. [Handshake may name University as its client publicly and may use University's logo on its website and in other publicity. Each Party agrees that it is an independent contractor, and that no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement. Each Party may only access and use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party. This Agreement shall be governed by the applicable California laws, without regard to its conflict of laws rules. As used in this Agreement, the term "including" and variations thereof shall mean "including without limitation." Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; *provided, however*, either Party may assign the Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under the Agreement.] If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the Term of this Agreement, that provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and they shall be construed to the extent of their enforceability in light of the Parties' mutual intent. [This Agreement has been prepared with the participation of each Party and will not be strictly construed against either Party. Each Party acknowledges that it has consulted with or had the opportunity to consult with counsel of its choice, and that in executing this Agreement it has not relied upon any statements, representations or agreements other than those expressly contained herein. All notices, requests, consents and other communications which are required or permitted under this Agreement shall be in writing, and shall be delivered personally or mailed by certified or registered mail, postage prepaid, return receipt requested (in which case the same shall be deemed given three business days after mailing), or sent by email or fax (in which case it shall be deemed given on the next business day after it is transmitted), at the addresses listed in the introduction to this Agreement.] This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and terminating any prior or contemporaneous agreements and communications (written and oral) regarding its subject matter. This Agreement may only be modified or any rights under it waived by a writing executed by both parties. This Agreement is solely on behalf of and for the benefit of the undersigned Parties. There are no intended third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties enter into this Addendum as of the date written above:

Addendum attached hereto and
incorporated herein for all
purposes.

BY ████████████████████

N/ ████████████████████

ITS: 7/20/17

Se ████████████████████

ITS: 7/18/17

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 Government 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 Government 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 Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government 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 Government 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.

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: Stryder Corp.

UNIVERSITY OF NORTH TEXAS

By:

By

Name:

Title:

Date: 7/24/17

Date: 7/8/17

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.