

TCM Contract # 2021-574

## ORDER FORM

Addendum attached hereto and  
incorporated herein for all purposes.

Career Athletes, LLC dba Athlete Network ("Company") and the University of North Texas ("Customer") have entered into an agreement (the "[Agreement](#)"), relating to the provision of [Services](#) by Athlete Network. This Order Form is made pursuant to the terms and conditions of the [Agreement](#). In the event of an explicit conflict or inconsistency between the [Agreement](#) and this Order Form, the [Agreement](#) will control.

**1. Contacts:**

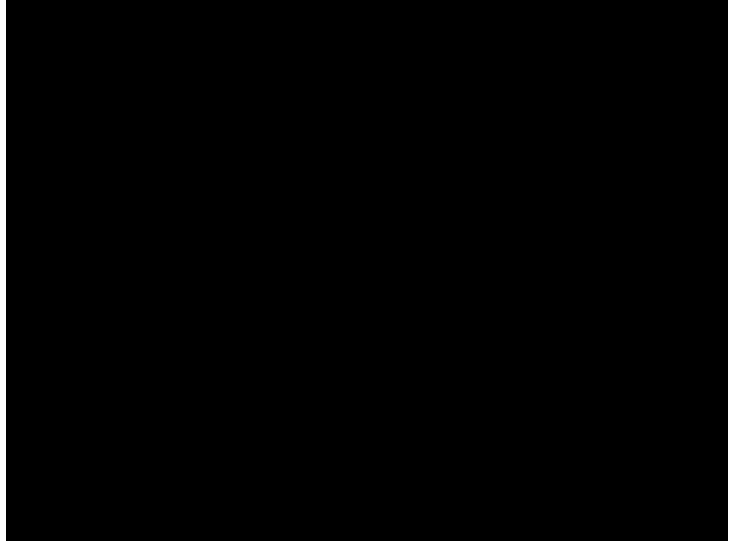
Company Representative:  
Address:

Telephone number: Email  
address:

Customer Representative:  
Services Address:

Telephone number:

Email address:

**8/25/2021**

9/1/2021 – 8/31/2026

**2. Proposal Submittal Date:****3. Subscription Period:****4. Services to be Performed:**

Subject to the terms and conditions of the Agreement, Company hereby grants to Customer a five (5) year limited, exclusive, non-transferrable right to access and use the University branded network and administrative panel per the agreed upon services and deliverables. Customer agrees to the exclusivity of services to be performed and will not engage similar outside services for the duration of this Agreement. Notwithstanding the foregoing, nothing herein shall prevent the Customer from working with other vendors who provide career counselors, placement, and educational services.

Current and former athletes, University support staff, administrators, employees, etc. who join Customer's network acknowledge and abide by the terms and conditions of the Athlete Network site. Upon expiration/termination of this Order Form and/or Agreement, athletes, support staff, administrators, employees, etc. who registered and joined Customer's network will remain members of the Athlete Network site unless/until they elect to deactivate or delete their individual athlete accounts.

**5. Deliverables:**

The Company shall provide the following Services:

- a. University of North Texas Department of Intercollegiate Athletics branded network
- b. University of North Texas Department of Intercollegiate Athletics network URL
- c. Network and administrative panel hosted within Athlete Network site
- d. Unlimited accounts for Customer staff
- e. 3 additional services as defined below:
  - i. Mentoring
  - ii. Careers
  - iii. Resource center

**6. Acceptance Criteria:**

The Services and Deliverables provided under this Order Form shall be performed in accordance with the specifications provided herein.

**7. Payment Terms:**

- a. Payment Schedule: Company will invoice customer five annual installments. In year one (1) in the amount of \$3,600. In years two (2) through five (5) in the amount of \$7,200 each year. Customer will pay invoice within 30 days of receipt of invoice.
- b. One-Time Tech Buildout Fee: There is a one-time tech buildout fee of \$7,200. However, that \$7,200 tech fee is waived if contract is signed within 60 days of proposal submittal date.

**8. Billing Information:**

Company Representative:

Address:

10650 Roe Avenue, Suite 160  
Overland Park, KS 66207

Email address:

Customer Representative:

Services Address:

1155 Union Circle #311397  
Denton, Texas 76203

Telephone number:

Email address:

IN WITNESS WHEREOF, the parties hereto have executed this Order Form by their duly authorized representatives as of the latest date set forth below.

**Career Athletes LLC d/b/a  
Athlete Network**

By:

Na

Titl

Date: 9/2/2021 \_\_\_\_\_

**University of North Texas**

By:

Na

Title

Date: 9/2/2021 \_\_\_\_\_

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims Against UNT.** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

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

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

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

**Delivery.** Delivery shall be FOB Destination.

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

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

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

State Law Verifications. 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. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies 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:** Career Athletes LLC dba Athlete Network **UNIVERSITY OF NORTH TEXAS**

By:

Name:

Title:

Date:

9/2/2021

By:

Title:

Date:

9/2/2021

## **Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.