



September 4, 2019

[Redacted]

University of North Texas at Dallas

Dear [Redacted],

We appreciate your continued partnership with TargetX. Below are the steps and important dates pertaining to your renewal for Recruitment Suite for UNT Dallas's undergraduate and graduate admissions division(s). Your renewal will be complete when this Renewal Order Form is signed.

There are three parts:

Part 1: Renewal Overview - Summary of included TargetX and third party subscriptions.

Part 2: Pricing - Annual and total investment, term duration and invoicing schedule.

Part 3: Signatures

Important Note: TargetX updated our Master Service Agreement (MSA) in 2018. Under separate cover, I am sending the MSA for you to review and signature.

Important Dates

Date	Item
October , 2019	MSA redlines and requested changes are due back to us.
October , 2019	Inclusions and pricing on this Renewal Order Form should be mutually agreed and finalized.
November 14, 2019	This Renewal Order Form should be signed by you and counter-signed by TargetX.
November 14, 2019	This Renewal Order Form expires if unsigned.
November 14, 2019	Your current Recruitment Suite subscription for undergraduate and graduate admissions expires. If Renewal Order Form is still outstanding, disruption of service may occur.

Sincerely,

[Redacted Signature]

Part 1: Renewal Overview

The following details the product subscriptions included in your renewal.

TargetX Products

TargetX Recruitment Suite

Subscription Includes:

- Unlimited TargetX Licenses
- TargetX Standard Technical Support, User Community, and Xpert Academy
- TargetX Recruitment-specific Fields, Workflows, and Triggers
- TargetX Pre-configured Reports
- TargetX Email
- TargetX Events and Appointment Scheduler
- TargetX Engage
- TargetX Telemarketing
- TargetX SMS Inbox (text messaging)
- TargetX Pre-built Vendor File Imports

Quantity	Third Party Products - Description
3 License(s)	Form Assembly - online form building tool
3 License(s)	Conga Composer by AppExtremes - document creation tool
1 Instance	Informatica Cloud - data integration solution



Part 2: Pricing

TargetX Products		Annual Cost
TargetX Recruitment Suite		\$40,000
TargetX Subtotal		\$40,000
Third Party Products	QTY	Annual Cost
Conga Composer User Licenses	3	NA
FormAssembly User Licenses	3	
Informatica Instance	1	
Third Party Subtotal		\$0
TOTAL		\$40,000

Terms and Invoicing Schedule

Term	Term 1	Term 2	Term 3
Term Dates	November 15, 2019 - November 14, 2020	November 15, 2020 - November 14, 2021	November 15, 2021 - November 14, 2022
Invoice Date	Upon Contract Signing	November 1, 2020	November 1, 2021
Invoice Amount	\$40,000	\$40,000	\$40,000
All invoices are due net 30 days.			
Contract duration	November 15, 2019 to November 14, 2022		
Total Contract Value	\$120,000		

Notes: In the event of any conflict between this Renewal Order Form and the Master Service Agreement, or any Proposal or TargetX [Description of Services](#), this Renewal Order Form shall prevail.

Institutions are required to contract directly with Salesforce to obtain Salesforce licenses to utilize the TargetX CRM. TargetX requires one of the user licenses to maintain administrative control over the application.

Details and descriptions of the products and services listed above are provided in the proposal/statement of work. All professional services, including implementation services and Premier Services, if listed above, are only valid during the subscription term described above. Pricing for licenses of Third Party Products is subject to change. TargetX may, in its discretion, replace a Third-Party Product either (1) with another Third-Party Product having substantially similar functionality or (2) by including into the TargetX Products a substantially similar functionality to the replaced Third-Party Product.

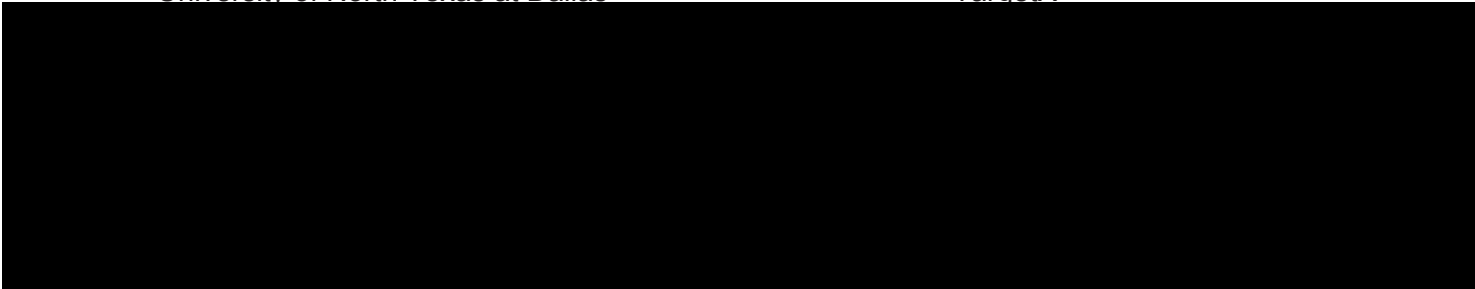
Client will reimburse TargetX for expenses reasonably incurred in the performance of any services described above, including travel, lodging, etc.

Part 3: Signatures

This Renewal Order Form is subject to the Master Service Agreement.

University of North Texas at Dallas

TargetX



Purchase Order Number _____

Billing Contact Name _____

Billing Contact Email _____

Billing Phone Number _____

Billing Address _____

MASTER SERVICE AGREEMENT

This Master Service Agreement is between University of North Texas at Dallas ("Client") and TargetX.com LLC ("TargetX") and incorporates and includes any order form(s) signed by both parties entered into under this Agreement ("Order Form(s)"), the **Standard Addendum to Agreement**, and this Master Service Agreement (collectively, the "Agreement"). This Agreement is effective as of November 15, 2019 (the "Effective Date"). In the event of any conflict between this Master Service Agreement, any Order Form, and the Standard Addendum to Agreement, **the Standard Addendum to Agreement will govern.**

1. SERVICES

(a) **TargetX Products.**

(i) TargetX hereby grants Client a nonexclusive and nontransferable right to (1) access and use TargetX's software-as-a-service based services that are specified in an Order Form(s) (the "TargetX Products"), and (2) use any written materials and documentation related to the TargetX Products that TargetX generally provides to users of the TargetX Products (the "Documentation").

(ii) To the extent specified in an Order Form(s), TargetX will resell certain third-party software, software-based services or related documentation to Client in addition to the TargetX Products. Client may also need to obtain the rights to use salesforce.com products and services in connection with the TargetX Products. All such third-party software or software-based services, including salesforce.com products and services, are referred to collectively as the Third-Party Products and each individually is a Third-Party Product. Client's use of the Third-Party Products is subject to the applicable terms and conditions of, or agreements with, the third-party provider ("Third-Party Provider") of such Third-Party Products.

(b) **Other Services.** TargetX will provide Client those additional services ("Professional Services" and together with the TargetX Products, the "Services") described in an Order Form(s).

(c) **Internal Use.** Client may use the Services and the Documentation only for its own internal business purposes and only to store, display, copy and process the data collected by Client in the ordinary course of its business (collectively, "Client Data"). The Services may only be used by the specific division, department, program or portion of the Client specified in an Order Form (the "Department"). This Agreement and the Services do not extend to or benefit any other department, school, program or part of Client that is not the Department specified in an Order Form. Client has no right to (i) make available or share the Services to any third party (except for alumni, students and applicants of Client as contemplated by the Services and only in connection with their relationship with Client) or sublicense or sell the Services to any third party, (ii) use the Services in service bureau, application service provider or software as a service mode or (iii) generate any reports or analysis of any third-party data using the Services. Client will be solely responsible for the accuracy, quality, integrity and legality of Client Data and for the means by which Client acquired Client Data. Client is responsible for the use of the Services by its employees, alumni, students and applicants and Client will immediately notify TargetX of any unauthorized use of the Services.

(d) **Updates.** Updates for the TargetX Products will be made when and as such updates are made available to other users of the TargetX Products generally. If TargetX makes any updates, bug fixes, error corrections or patches to the TargetX Products and Client requests that TargetX not implement the same for Client then all representations, warranties and covenants with respect to the functionality of the TargetX Products will be deemed null and void. Notwithstanding the foregoing, TargetX may make and install security updates related to TargetX Products that TargetX deems necessary, which updates the Client may not refuse.

(e) **Audit.** TargetX, its licensors and Third-Party Providers may audit Client's use of the Services at least once per year and during normal

business hours on 48-hours prior notice to Client.

2. PAYMENT FOR SERVICES; TAXES.

(a) **Fees.** Client will pay TargetX (i) the upfront and recurring fees set forth in an Order Form(s) for its use of the TargetX Products and (ii) the amounts specified in an Order Form(s) for any Professional Services; provided, however, that if no rate is specified for any Professional Services, such Professional Services will be provided on a time and materials basis in accordance with TargetX's standard billing rates in effect at the time the Professional Services are performed. All fees referred to in this Agreement are in United States dollars and do not include any duties, taxes or regulatory costs or charges. TargetX may increase the fees for any renewal period by providing Client notice of the increase at least forty-five (45) days prior to the end of the then current term.

(b) **Other Fees.** Client will reimburse TargetX for expenses reasonably incurred in the performance of the Services, including, without limitation, travel, lodging, and supplies, including expenses incurred as a result of Client requesting changes to previously scheduled travel dates, subject to any limitations expressly stated in a Statement of Work.

(c) **Taxes and Regulatory Costs.** If Client or a Service is subject to sales and transaction taxes under applicable law, Client will be responsible for all such sales and transaction taxes, which may be invoiced directly by TargetX with sufficient detail to identify such tax. TargetX will be responsible for taxes based on its own income, payroll, gross receipts, real estate, and personal property in provision of any Services, and all other taxes incurred by reason of this Agreement will be the obligation of Client. Client will additionally be responsible for all regulatory costs and fees incurred by performance of any Services, including without limitation any regulatory approvals and export/import licenses necessary for the provision or importation of such Services, which may be invoiced directly by TargetX. All taxes, costs and fees that Client is responsible for under this sub-section (c) are in addition to the other fees and expenses referred to in this Agreement.

(d) **Due Date; Late Payments.** Unless otherwise specified in an Order Form(s), any amount payable under this Agreement, except for amounts disputed in good faith, will be due within thirty (30) days after the date of TargetX's invoice. Any amount that is not disputed in good faith and which is not paid by the due date for such payment, will accrue interest at the rate of 1.0% per month or at the maximum lesser rate allowed by applicable law. Client will pay TargetX all such interest and costs of collection, including but not limited to, attorneys' fees and court costs, in addition to all overdue amounts.

3. **CLIENT OBLIGATIONS.** Client will cooperate with TargetX to support TargetX in the performance of the Services, including the provision of timely access to data, information, and personnel necessary for TargetX to perform the Services, and Client will timely complete Client's responsibilities specified in an Order Form(s). TargetX is entitled to rely on all decisions and approvals of Client, whether oral, written or otherwise, in connection with its performance of the Services

4. TITLE; CONFIDENTIALITY.

(a) **Title.** The Services, the Documentation, and all underlying software and content, and all enhancements, modifications, additions or new releases of or to the same (collectively, the "TargetX Proprietary Materials") contain confidential information of, are trade secrets of, and are proprietary to, TargetX. TargetX and its licensors own all right, title and interest in and to the TargetX Proprietary Materials, including all applicable rights to patents, copyrights, trademarks and trade secrets. The Third-Party Products and all underlying software and content, and all enhancements, modifications, additions or new releases of or to the same (collectively, the "Third-Party Proprietary Materials" and with the TargetX Proprietary Materials, the "Proprietary Materials") contain confidential information of, are trade secrets of, and are proprietary to, the applicable Third-Party Provider. Each Third-Party Provider owns all right, title and interest in and to the Third-Party Proprietary Materials, including all

applicable rights to patents, copyrights, trademarks and trade secrets. Client will not assert any right, title or interest in the Proprietary Materials provided to Client under or in connection with this Agreement, except for (i) the non-exclusive, limited rights granted to Client hereunder in respect of the TargetX Products and the Documentation and (ii) any rights granted to Client by any Third Party Providers in respect of any Third-Party Products as set forth in the applicable terms and conditions of, or agreements with, such Third Party Providers. Client will not remove or attempt to remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials. Client will not and will not attempt to reverse engineer, disassemble, decompile, unlock, copy or create derivative works of the Proprietary Materials, the Services or the Third-Party Products in whole or in part for any reason. Client will keep the Proprietary Materials, the Services and the Third-Party Products free of all claims, liens and encumbrances.

(b) **Confidentiality.**

(i) **Confidential Information.** Each party (the "receiving party") agrees to retain in confidence and not (except in furtherance of this Agreement) to use or disclose any business, proprietary and/or technical information of the other party (the "disclosing party") (1) which may be disclosed to, or become known by, the receiving party in connection with the performance or receipt of the Services under this Agreement, or (2) that is designated in writing by the disclosing party as "Confidential" (together, the "Confidential Information"), without the prior written consent of the disclosing party and then only to the extent specified in such consent. The Proprietary Materials are TargetX's Confidential Information and Client Data are Client's Confidential Information. Each party will provide access to the Confidential Information of the other party only to those of its employees who have a need to access such Confidential Information and who have entered into confidentiality agreements no less restrictive than the confidentiality obligations of the parties hereto. Each party will use reasonable efforts to assure compliance with the terms of such agreements. However, neither party will have any confidentiality obligation with respect to disclosure of information of the other party that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

(ii) **Education Records.** TargetX acknowledges that some or all of Client Data may constitute "education records" as defined by the Family Educational Rights and Privacy Act, as amended, and the United States Department of Education regulations promulgated thereunder (collectively, "FERPA"). TargetX will not use or allow access to Client Data except in accordance with the requirements established by Client that are provided to TargetX in writing, including without limitation Client institutional policy pertaining to use and disclosure of FERPA education records, as in effect from time to time.

(c) **Ownership of Modifications.** TargetX will own all right, title, and interest (including all associated intellectual property rights) in and to any improvements, enhancements, modifications, derivations, or other changes relating to the Services, even if performed at the request of Client, as part of a Professional Service, in response to Feedback (defined below) or otherwise.

(d) **Ownership of Client Data.** Client exclusively, owns all right, title and interest in and to Client Data, excluding usernames, login credentials and passwords which are only owned by Client for as long as Client uses the TargetX Product and which become TargetX's property immediately upon any termination of the TargetX Product or this Agreement. Client

hereby expressly grants TargetX and its subcontractors the right to access and use user data and other information from Client's salesforce.com database solely for purposes of providing the Services and Client will obtain all consents and authorizations necessary for TargetX to do the same.

(e) **Suggestions and Feedback.** Any suggestions, enhancement requests, recommendations or other feedback relating to the operation of the Services that Client or its users or agents provide to TargetX ("Feedback"), will be owned exclusively by TargetX and Client hereby irrevocably assigns to TargetX all right, title and interest in and to the Feedback. If for whatever reason Client cannot assign such rights to TargetX, then Client hereby grants TargetX an exclusive, royalty-free, fully paid-up, worldwide, transferable, irrevocable, perpetual license, with the right to sublicense, to use or incorporate and use Feedback in any manner that TargetX chooses. TargetX has no obligation to provide any credit or attribution to Client or pay Client any amount for any Feedback.

(f) **Use of Client Data and Usage Data.** TargetX owns and has the exclusive, irrevocable, royalty-free, fully paid-up, worldwide, transferable and perpetual right to (i) use, share, sell and license usage statistics, analytics, reporting or results specific to Client's use of the Services, whether individually or when compiled with other data, as long as such statistics, analytics, reporting or results are compiled into an aggregated or anonymous format; and (ii) use, disclose, license and sell de-identified Client Data when aggregated with data from other users of the Services.

5. **WARRANTIES.**

(a) **Conformity to Specifications.** TargetX warrants that (i) the TargetX Products will operate substantially as expressly described in the Documentation and (ii) the Professional Services will substantially conform to any specifications set forth in an Order Form governing such Professional Services for thirty (30) days after delivery. Client must notify TargetX in writing within fifteen (15) days following any breach of the above warranties and will transmit by e-mail or acceptable media all data processed by the Services as reasonably requested by TargetX to troubleshoot the reported nonconformity. If Client timely notifies TargetX of any such nonconformity, TargetX will use commercially reasonable efforts to cure such nonconformity of the TargetX Product or re-perform the Professional Service, as applicable. The warranties contained in this Section 5(a) will not apply if: (i) Client does not use the Services in accordance with the Documentation; (ii) Client alters, modifies or converts the Services; (iii) Client's computer(s) malfunction and the malfunction causes the defect, error or problem; or (iv) the defect, error or problem results from any other cause within the control of Client. **THIS IS CLIENT'S EXCLUSIVE REMEDY FOR A FAILURE OF THE SERVICES TO CONFORM SUBSTANTIALLY TO ANY DESCRIPTION. NOTWITHSTANDING THE FOREGOING, NEITHER TARGETX NOR ANY THIRD-PARTY PROVIDER MAKES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OF ANY CONTENT INCLUDED IN THE SERVICES OR THE THIRD-PARTY PRODUCTS. NO THIRD PARTY FROM WHOM TARGETX OBTAINS OR LICENSES CONTENT OR FUNCTIONALITY FOR THE SERVICES MAKES ANY REPRESENTATION OR WARRANTY TO CLIENT. CLIENT UNDERSTANDS THAT THE SERVICES RELY ON CLIENT OBTAINING THIRD-PARTY PRODUCTS AND SERVICES, AND TARGETX MAKES NO REPRESENTATION OR WARRANTY ABOUT ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING SALESFORCE.COM PRODUCTS AND SERVICES. CLIENT AGREES AND ACKNOWLEDGES THAT TARGETX DOES NOT HAVE CONTROL OVER, AND DOES NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR, SECURITY ISSUES RELATING TO CLIENT'S CONFIDENTIAL INFORMATION, INCLUDING CLIENT DATA, MAINTAINED ON SERVERS OTHER THAN THOSE OWNED AND CONTROLLED BY TARGETX, INCLUDING ANY OF SALESFORCE.COM'S SERVERS AND ANY SERVERS USED BY THIRD PARTY PROVIDERS. NEITHER TARGETX NOR ANY THIRD-PARTY PROVIDER MAKES ANY WARRANTY (A) THAT THE SERVICES OR ANY THIRD-PARTY PRODUCTS WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE SERVICES OR THIRD-PARTY PRODUCTS WILL OPERATE ERROR**

FREE, WITHOUT INTERRUPTION, OR IN COMBINATION WITH OTHER SERVICES (EXCEPT AS PERMITTED BY THE DOCUMENTATION), (B) THAT ALL SERVICES OR THIRD-PARTY PRODUCT DEFECTS ARE CORRECTABLE, OR (C) AS TO THE USE OF THE SERVICES OR THE THIRD-PARTY PRODUCTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF WORKMANLIKE QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) **Client Representations.** Client represents and warrants to TargetX that (i) it has full authority to execute and perform this Agreement; (ii) this Agreement has been duly executed and delivered by Client and constitutes the legal, enforceable and binding obligation of Client; (iii) Client's execution and performance of this Agreement will not violate any law or breach any other agreement; (iv) no approval, action or authorization by any governmental authority or agency is required for Client's execution and performance hereof and (v) it has the right to provide Client Data to TargetX.

(c) **TargetX Representation.** TargetX represents it has implemented data security measures for Client's Confidential Information maintained on TargetX-owned servers. The term "data security measures" means commercially reasonable technical, physical and procedural controls designed to (i) protect Client Data against unauthorized disclosure to third parties, and unauthorized access by its employees and contractors, and (ii) prevent the introduction of viruses and other malicious code.

6. INDEMNIFICATION.

(a) **By TargetX.** TargetX will indemnify and hold Client and its employees, agents, successors and assigns harmless from and against any and all loss, damage, liability, and expense, including without limitation reasonable attorneys' fees, (collectively, "Loss") incurred by such indemnified party, arising from any action brought against such indemnified party by any third party to the extent that such action is based on a claim that any Service, when used in accordance with this Agreement, infringes a United States copyright or patent. However, TargetX will not be obligated to indemnify or hold Client harmless from or against any Loss arising from any action unless Client notifies TargetX in writing of the claim upon which such action is based within ten (10) days after it learns of such claim, gives TargetX sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Service is finally adjudged to so infringe, or in TargetX's opinion is likely to become the subject of such a claim, TargetX will, at its option and expense, either: (i) procure for Client the right to continue using such Service; (ii) modify or replace such Service to make it noninfringing as long as the Services have the same functionality in all material respects; or (iii) terminate this Agreement and provide Client a pro rata refund of any pre-paid fees in respect of such Service for the period after termination. TargetX will have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Services unless the infringing portion is also in the then current release; (x) use of the Services in combination with non-TargetX software, service data or equipment if the infringement was caused by such use or combination; (y) any modification or derivation of the Services not specifically authorized in writing by TargetX; or (z) use of third party software or services. THE FOREGOING STATES TARGETX'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR MISAPPROPRIATION, OR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION, OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS RELATED TO THE SERVICES.

(b) **By Client.** Client will indemnify and hold TargetX and its employees, agents, successors and assigns harmless from and against any and all Loss, incurred by such indemnified party, arising from any action brought against such indemnified party by any third party (1) to the extent that such action is based on a claim that (i) Client does not have the right to provide Client Data to TargetX as contemplated by this Agreement

or to use Client Data in connection with the Services, or (ii) TargetX or such indemnified party is liable or responsible for any use of Client Data by Client; or (2) that arises from or relates to Client's use of the Services in violation of this Agreement or in violation of any applicable law, rule, or regulation.

7. **LIMITATION OF LIABILITY. IN NO EVENT WILL TARGETX OR ANY OF ITS LICENSORS, SUPPLIERS OR AGENTS OR ANY THIRD-PARTY PROVIDERS BE LIABLE FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF TARGETX UNDER SECTION 6(A) HEREOF, THE AGGREGATE LIABILITY OF TARGETX, ITS SUPPLIERS AND AGENTS, AND ANY THIRD-PARTY PROVIDERS FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE SUM OF THE FEES PAID BY CLIENT TO TARGETX DURING THE SIX-MONTH PERIOD PRIOR TO THE CLAIM FOR THE SERVICES OR THE THIRD PARTY PRODUCTS THAT ARE THE SUBJECT MATTER OF THE CLAIM.**

8. TERM AND TERMINATION; SUSPENSION.

(a) **Term.** This Agreement is effective on the Effective Date and will continue for the term(s) specified in an Order Form(s) (the "Term").

(b) **By Client.** Client may terminate this Agreement upon ninety (90) days' prior written notice if TargetX fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such ninety (90)-day period.

(c) **By TargetX.** TargetX may terminate this Agreement upon ninety (90) days' prior written notice if Client fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such ninety (90)-day period.

(d) **Automatic Termination.** Client's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given.

(e) **Effect of Termination.**

(i) Client's rights to the Services will terminate, and TargetX may cease to provide the Services, immediately upon any termination of this Agreement.

(ii) TargetX will have no obligation to refund any amounts paid by Client under this Agreement upon its termination. Upon any termination or expiration of this Agreement Client will pay TargetX any outstanding invoices. In addition, if this Agreement is terminated for any reason other than under Section 8(b), and without limiting TargetX's other rights under this Agreement or applicable law, Client will pay TargetX 100% of the remaining balance of the total fees that would have been payable by Client for the balance of the applicable Term (as if this Agreement had not been terminated) and any additional amounts to which TargetX is entitled pursuant to applicable law.

(f) **Suspension of Services.** TargetX may suspend the Services at any time if Client is in breach of any obligation under this Agreement that is not cured within ten (10) days after notice from TargetX or immediately if TargetX has reasonable concerns about a security threat that could affect the Services or the data of any other user of the Services.

9. **SUPPORT; SERVICE LEVEL COMMITMENTS.** TargetX, directly or through a third-party supplier, will provide services in support of the TargetX Products and any Third-Party Products identified in an Order Form. Terms governing such support and other terms applicable to the Services are specified in TargetX's Service Level Agreement, which is

available in the TargetX User Community or upon request and which TargetX may amend from time-to-time on notice to Client.

10. GENERAL.

(a) **Notices.** Any notice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iv) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice will be delivered or sent to a party at its address, or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

(b) **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law principles.

(c) **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that either party, may assign this Agreement without the consent of the other party in connection with any sale of all or substantially all of the assets of the business to which this Agreement relates. Any attempted assignment in violation of this Agreement will be invalid.

(d) **Partial Invalidity.** If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any provision of this Agreement will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

(e) **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

(f) **Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

(g) **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements, proposals or representations, written or oral, or other understandings among the parties with respect to the subject matter hereof. This Agreement may only be amended by a written document signed by all parties. There are no representations, warranties, or obligations of any party not expressly contained herein. In the event of any conflict between this Agreement and another agreement between TargetX and Client, unless otherwise expressly set forth in such other agreement to the contrary, this Agreement will govern with respect to the matters set forth in this Agreement.

(h) **Construction.** Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original. In making proof of this Agreement, it will not be necessary to produce more than one counterpart. The headings in this Agreement are for convenience only. They do not constitute a portion of this Agreement and will not be used in any construction of it. Any signatures on an Order Form that are electronic or that are delivered electronically will be deemed effective for all purposes and will be deemed originals. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; and (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa.

(i) **Claims; Injunctive Relief.** Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued. Recognizing and acknowledging that any breach by Client of the provisions of Sections 1, 3 or 4 will cause TargetX irreparable damage for which other remedies may be inadequate, Client agrees that, in addition to monetary damages and any other remedies available to TargetX at law or in equity, TargetX will have the right to petition for such equitable relief as may be necessary to prevent such a breach or threatened breach without having to prove actual damages.

(j) **Purchase Orders and Related Items.** Client agrees that any purchase order or similar document that it may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be void and of no force or effect. If this Agreement is entered into in response to request for proposal or similar document of the Client ("RFP"), no terms of the RFP and no response to such RFP by TargetX will be incorporated into this Agreement, all of which will be of no force and effect.

(k) **Publicity.** TargetX has the right and authority to issue a press release describing the license and the parties' relationship. TargetX will also have the right to use the name and logo of Client as a client of TargetX in promotional materials.

(l) **Survival.** The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

(m) **Third Party Beneficiary.** Client hereby agrees that the licensors of third party software to TargetX and each Third-Party Provider will be considered third party beneficiaries of this Agreement and will be entitled to bring a direct action against Client in the event of breach of any applicable provisions of this Agreement, pursuant to the terms and conditions of this Agreement.

(n) **Independent Contractors.** Client's relationship to TargetX will be that of an independent contractor. Neither Client and its employees nor TargetX and its employees are agents or legal representatives of the other party for any purpose and have no authority to act for, bind, or commit the other party. This Agreement does not establish a franchise, joint venture, or partnership, or agency relationship.

(o) **Non-Solicitation.** Neither party will during the Term and for a period of one year afterwards knowingly entice, persuade or otherwise solicit any of the others' employees, contractor/consultants or other representatives to leave the services of the other party for any reason, which restriction excludes general solicitations not directed at the other party's employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the

TARGETX



CLIEN



Signat

Name:

Title:

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) and the University of North Texas at Dallas (“UNTD”) 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 UNTD; 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. 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. UNTD is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTD. 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 UNTD 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 Dallas County, Texas, and venue for any suit filed against UNTD 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, UNTD’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, UNTD shall issue written notice to Vendor that UNTD 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. UNTD, 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 UNTD shall, without further requirement, satisfy all insurance obligations of UNTD under the Agreement.

Public Information. UNTD 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 UNTD in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTD is required by Texas Gov’t Code Section 2261.253 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. UNTD 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 UNTD 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 UNTD, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Vendor: TargetX.com, LLC

UNIVERSITY OF NORTH TEXAS AT DALLAS

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.