

SERVICE AGREEMENT

Effective Date: March 30, 2021

University: University of North Texas at Dallas

University Address: 7400 University Hills Blvd, Ste 200,
Dallas, TX 75241
[REDACTED] [REDACTED]

Contractor: Advantage Design Group

Contractor Address: 6877 Philips Industrial Blvd
Jacksonville, FL 32256
[REDACTED] [REDACTED]

Services: The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date: April 1, 2022- This agreement does not auto renew

Compensation: \$19,500.00

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon 30 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation

hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor 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 System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are "works for hire" and assigns all of Contractor's right, title, and interest to University.

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

8. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

9. Required Posting of Contracts on Website. Contractor acknowledges and agrees that University 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.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

15. 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 this Agreement.

16. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

ADVANTAGE DESIGN GROUP

By:

Name:

Title:

Date: 3/31/2021

**UNIVERSITY OF NORTH TEXAS
AT DALLAS**

By:

Name

Title:

Date: 3/31/2021



PROPOSAL

Advantage Design Group
 6877 Philips Industrial Blvd
 Jacksonville, FL 32256
 AdvantageDesignGroup.com

TEL. 904.722.8200
 FAX. 904.722.8822

Alonzo Brooks
 University of North Texas Dallas
 7400 University Hills Blvd, ste 200,
 Dallas, TX 75241

Date: Jan 11 2021

Statement of Work Universal of North Texas Dallas - Online Student Orientation Universal with Add-on's **Proposal #:** 4994
 r2

Prepared By: Dave Roberts

Scope Of Work	Cost
Online Orientation	
Orientation - Consulting - Universal Consultation and Branded Interface Working with Advantage Design Group means you have a professional project manager assigned to your project. Your project manager will get what is needed from you to brand your interface and schedule your training session where you will be shown how to personalize the pages within your online orientation using the content management system.	\$17,500.00
Orientation - Sections - Main Menu Sections Sections are the primary topics addressed in your online orientation and serve as the main menu. <ol style="list-style-type: none"> 1. President's Message 2. Introduction and Welcome 3. Academics 4. Support Services 5. Policies & Safety 6. Student Life 7. Paying for College 8. Next Steps You may change the title and sequence. The platform allows you to create sections yourself, on-demand.	\$0.00



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Scope Of Work	Cost
<p>Orientation - Sections - Supporting Slide Design</p> <p>Pages are already Pre-populated for you with the suggested copy and stock photography. The following Fifty (50) pages are pre-populated slides in each section.</p> <ol style="list-style-type: none"> 1. President's Message (1 slide) 2. Introduction and Welcome (1 slide) 3. Academics (8 slides) 4. Support Services (9 slides) 5. Policies & Safety (10 slides) 6. Student Life (6 slides) 7. Paying for College (7 slides) 8. Next Steps (8 slides) <p>You may change any copy and photos, menu titles and sequence yourselves after your CMS training session as you see fit. The platform allows you to create slides and replace videos yourself, on-demand at no additional charge via the CMS.</p>	\$0.00
<p>Orientation - Content Assistance - Self-Directed Content</p> <p>Self-Directed Content Tracks allow students to select a content track to view from a number of options. Students have the option to go back and see other tracks at any time. Tracks are located within main sections and are view-able to all students with access to that section.</p> <p>This functionality is included and assumes the client will write copy and add these pages after the training. If you prefer for ADG to write the copy and create these pages, this can be quoted upon request.</p>	\$0.00
<p>Orientation - Video - Universal Video Talents</p> <p>Online Orientation comes with three professional video talents who serve as your video host. These three students appear throughout your online orientation and ask the five video quiz questions. If you would like us to replace any of these videos with your students via an on-campus video shoot, we can</p>	\$0.00



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do this for you for an additional charge. We also offer the option of replacing the videos you are seeing by having the talents read a new script you send us. Talents can even wear a school shirt if you would like to send that to us. Please contact us for a quote if you are interested in any of these upgrades.	
<p>Orientation - Video - Trackable Pop Quizzes</p> <p>Video pop quiz questions keep the students engaged as they navigate through the program. The on-screen host asks a question and the student chooses an answer. Based on the answer given, one of two videos appears verifying the correct or incorrect answer. Tracking and reporting of quiz results are included in this feature, allowing you to see the date, section, question, answer and overall score. Five (5) pop quiz questions are included, and additional quizzes can be added to your package upon request.</p> <p>The platform allows you to add (video or photo) quiz questions yourself, on-demand.</p>	\$0.00
<p>Orientation - Programming - Core</p> <p>Our core orientation platform includes responsive design, the administrator back-office program, a student profile login, FAQ Module, and glossary term features.</p> <p>ADMINISTRATOR PANEL (Content editing updates including text, photos, videos, and pdf): Advantage Design Group develops your online orientation with your future update needs in mind. Our administrator area gives you the ability to add, remove, and update your screens and content using a separate, secure login. Be empowered with full control to change photos, videos, and text as you need.</p> <p>PERSONALIZED ITEMS OF INTEREST: As students progress through the orientation system, they have the option to click on items about which they would like more information. Upon completion of the orientation, a landing page appears recapping the items in which the student expressed interest. Each item that appears offers a link to the school's website, a supporting PDF or a video in</p>	\$0.00



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<p>order to provide more information on the topic. These personalized items of interest are also available to students on the alert bar as a resource. We suggest a few for you. You can add as many as you need in the future.</p>	
<p>STUDENT PROFILE LOGIN (STAND ALONE ONLY): The student profile login screen complements your online orientation design and allows each student to create a new account. It collects student information such as name, email, user ID and password. It also includes a "forgot password" feature which provides the student his or her pre-determined password if forgotten.</p>	
<p>GLOSSARY TERMS & RESOURCE LINKS: Glossary terms are a quick way to get the information needed without having to navigate outside of the current slide. A single click causes a definition or explanation of a term to pop up. This keeps students focused and helps them to understand terms that may be unfamiliar to them. Once the orientation is launched, you populate the terms you want. This feature empowers administrators the ability to provide definitions for words and/or acronyms for students. We suggest a few for you. You can add as many as you need in the future.</p>	
<p>Resource links within the orientation allow you to offer access to a number of useful items (such as financial aid, school handbook, and event calendars) in one place, accessible to every student who uses the orientation. These links are available from the Home page when a student first logs in, and are also presented at the end of the orientation, ensuring they know about the resources available to them. We populate the first ten (10) for you then you can add as many as you need in the future.</p>	
<p>TRACKING AND REPORTING: Advantage Design Group provides you with a tracking and reporting module that ranges from the aggregate (e.g. overall completion rates), to the individual (e.g. timestamps for each slide a particular student has seen). Drill-down charts and multiple filtering and search features provide robust reporting for school administrators. The results can be easily exported to a CSV, Excel or PDF file on demand.</p>	



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<p>MEMORY RETURN PROGRAMMING: Students may need to complete their orientation in more than one session. Advantage Design Group makes it easy to continue the process from where the student left off through our auto-memory return programming. Regardless if started on a desktop at home, then a smartphone on campus, the student does not lose their place. It saves time and ensures that the student doesn't need to start from the beginning if it's necessary to exit before completion.</p> <p>FREQUENTLY ASKED QUESTIONS (FAQ MODULE): We create an FAQ Module that will be an icon on your main interface. We populate up to ten (10) questions for you once you email us the questions and the answers. The Frequently Asked Questions module not only lets you provide answers to questions you expect to be common but also lets students suggest their own questions. You can review these and choose to add it to the list of questions and answers visible to students. In addition, the number of students who view each question is tracked, allowing you to see what students want to know more about. The system can even automatically reorder questions so the most popular items appear at the top of the list.</p> <p>RESPONSIVE FOR TABLETS AND SMARTPHONES: Mobile responsive design is a methodology that assures the online orientation experience is user-friendly across devices – from desktop to tablets and smartphones. We develop your online orientation using responsive design techniques, and we test for accurate playback. This ensures that your students can complete a full orientation on these devices seamlessly while maintaining the integrity of the orientation. The orientation is responsively designed so that content can be updated in a single location from the administrator's back office and applies across devices.</p>	
<p>Orientation - Navigation - Core</p> <p>Our orientation platform's navigation includes a delay timer, lock down navigation order, intelligent search, table of contents, checklists & announcements, and is ADA compliant.</p>	\$0.00



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<p>NAVIGATION DELAY TIMER: Our navigation delay timer feature helps students to avoid the temptation to rush through the online orientation, and to ensure that they are reading the material and absorbing more of the information you’ve included. Each slide will not allow the student to click forward for a time pre-determined by your administrator. The time may be set globally for the entire orientation, or individually for each screen. Once a student has completed sections, any completed areas will have the delay timer turned off for them so they can review any particular slide at their convenience.</p> <p>LOCK DOWN NAVIGATION ORDER: Advantage Design Group allows you to set the navigation for your students in a linear order. This will lock down the order in which the students may navigate the information. Once a student has completed sections, any completed areas will have the lock down navigation turned off for them, allowing them to review any particular slide at their convenience.</p> <p>INTELLIGENT SEARCH: Our intelligent search feature works in tandem with the lock down navigation order of the online orientation. The search functionality is smart – meaning that it shows only the information students may see based on their progress through the orientation. If a student’s search results include slides that they have not yet reached, the smart search alerts them that they will need to complete previous sections to view those slides. Once students complete all sections in the order intended, this restriction is removed, and search may be used freely.</p> <p>TABLE OF CONTENTS: The table of contents lists all of the slides in a section. Students will be able to go to any slide once they complete the section it is in by accessing the table of contents.</p> <p>ADA COMPLIANT: We are committed to providing an accessible orientation to your students, whether they use a screen reader, require keyboard navigation, or just need closed captioning on video. Our ADA provisioned orientations conform to the Web Content Accessibility Guidelines 2.0 (WCAG20). This encompasses meeting the success criterion as outlined in the WCAG20 conformance</p>	



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<p>requirements, allowing us to provide flexible and reasonable access to individuals with disabilities. We are 100% compliant with the standard for 508-1194.22 Web Sites and Applications.</p> <p>CHECKLISTS & ANNOUNCEMENTS: Checklists allow students to see a list of items they can mark complete as part of their orientation process (for instance, "meet with your adviser" or "register for classes"). Announcements can range from simple welcome messages to reminding students of important deadlines. Visual cues alert students to how many announcements or checklist items have not been addressed yet and will update automatically when you add new items.</p>	
<p>Orientation - Administration - Administrator Back Office Training</p> <p>Once your orientation is launched, Advantage Design Group will schedule two (2), one (1) hour training sessions for the administrator panel via video conference. Training can be one-on-one, or we can train your whole team! Your first session is scheduled around the launch of your orientation and covers an overview of all the topics you need to know to update your content. Your second training session is scheduled at your convenience and includes reporting and any specific questions you may have once you have had the chance to use the system.</p>	\$0.00
<p>Orientation - Administration - Support and Subscription</p> <p>Your orientation comes with unlimited technical support and training via phone, video conference, or email, as well as unlimited student and administrator access. The first 12 months after your launch date are included in your proposal. After the first year, the charge to renew your annual subscription is \$5500 and includes continued unlimited support, training, and access to the orientation. For each twelve-month renewal term following your second term, the rates for the annual subscription shall not increase by more than three and a half percent (3.5%) of the rates charged during the immediately preceding twelve (12) month period.</p>	\$0.00



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Orientation - Communications - Automated Email Reminder Students who have started the orientation but have not completed it can automatically receive multiple reminders until they complete their online orientation. You decide the number of days that may pass before the student is notified with each reminder.	\$2,000.00
Total	\$19,500.00