



ORDER FORM & AMENDMENT

TCM Contract # 2021-65

STRYDER CORP. dba HANDSHAKE

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

Order form number: Q-02892

Order form date: 6/8/2021
Offer valid through: 7/1/2021
Order prepared by: Becky Culp

Ship to:
Arthur Lumzy Jr.
arthur.lumzy@untDallas.edu
9723381775

Bill to:
Maria Cardona Brooks
maria.cardona-brooks@untDallas.edu
(972) 338-1827

Payment & Subscription Terms:
Start Date: 7/1/2021
End Date: 6/30/2024

University of North Texas at Dallas, TX

University of North Texas at Dallas, TX

Billing Frequency: Annual
Payment Terms: Net 45

Handshake Services	Start Date	End Date	Total Price
Premium Subscription	7/1/2021	6/30/2022	USD 6,000.00
Premium Subscription	7/1/2022	6/30/2023	USD 6,000.00
Premium Subscription	7/1/2023	6/30/2024	USD 6,000.00
Standard	7/1/2021	6/30/2024	
SUBTOTAL:			USD 18,000.00
TOTAL:			USD 18,000.00

Term & Conditions:

This Order Form for University of North Texas at Dallas is incorporated into and forms a part of the Subscription Agreement between Stryder Corp. and University of North Texas at Dallas (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. **Term does not automatically renew. Upon end of agreement term referenced above, the agreement can be renewed upon written agreement by both parties.**
- *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.

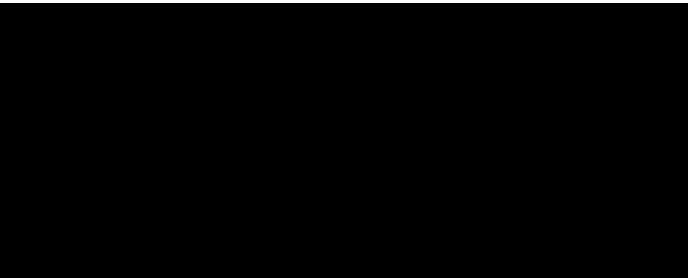


- **European Union Data Subject Disclosure:** As soon as reasonably practicable following the Order Form Date and at all times thereafter during the Term of the Agreement, University shall identify and disclose to Handshake any past, current, or future University student who has used, is using or may 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.

Billing Special Terms:

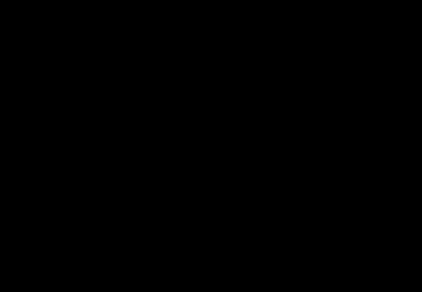


2021-2022: \$6000
2022-2023: \$6000
2023-2024: \$6000

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 at Dallas

By: 
Name: 
Title: 
Date: 6/23/2021 _____

Handshake

By: 
Name: 
Title: 
Date: 6/23/2021 _____

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) and the University of North Texas at Dallas (“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 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. 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 UNTD records retention requirements; (2) to promptly provide contracting information to UNTD when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTD or to preserve all contracting information according to UNTD’s records retention requirements.

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 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. 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.

SIGNATURE PAGE TO FOLLOW

Vendor: Handshake

By:

Name:

Title:

Date: 6/23/2021

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.