StudentBridge

STANDARD AGREEMENT
PRESENTED TO:

UNT | DALLAS ™
COLLEGE of LAW

E-Mailed On: April 19th, 2021

Prepared by Drew Horne, dhorne@studentbridge.com, 678-850-8694
StudentBridge, Inc., 2965 Flowers Rd, Suite 210, Atlanta, GA 30341
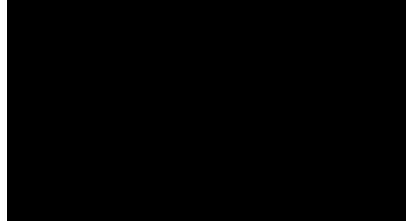
![StudentBridge logo]

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated **April 19th, 2021** by and between StudentBridge, Inc. ("StudentBridge"), a Delaware corporation, and the customer named below ("Customer"), who are referred to individually as "Party" and collectively as the "Parties":

Customer Information:	**Primary Contact:**	**Billing Contact:**
UNT Dallas College of Law		Name:
106 S Harwood St		Title:
Dallas, TX 75201		Email:
		Phone:

Customer and StudentBridge hereby agree as follows:

Project: StudentBridge will develop, manage, and provide digital marketing solutions to support student recruitment and retention. Further project scope details are contained in the Proposal, attached as **Exhibit B** to this Agreement.

Pricing and Payments: In payment for the Project as defined, the Customer agrees to pay $30,000 for Production and $11,995/year for the annual Service Level Agreement (SLA) for a total contract amount of $65,985. Billing will be made on a progress basis as follows:

- Payment 1 will be billed the as of customer signing and due upon receipt
    - Payment 1 total is $41,995
- Payment 2 will be billed in the twelfth (12th) month after Customer signing - billing will occur on the first (1st) of the applicable month and is due upon receipt
    - Payment 2 total is $11,995
- Payment 3 will be billed twelve (12) months after Payment 2 Billing and due upon receipt
    - Payment 3 total is $11,995

Changes and Additional Fees for Services: If circumstances arise of which StudentBridge was unaware before calculation of the pricing contained in the Proposal which increase StudentBridge's obligations or costs, or adversely affects its ability to perform services, StudentBridge will provide written notice explaining the change in fees. Customer must provide any objections in writing within thirty (30) days of receipt or the changes are deemed accepted.

Term: The term of this Agreement shall be for **38** months beginning on the date of signature by the customer ("Initial Term"). After completion of the Initial Term the agreement shall be automatically extended as of the first of the month in which the contract was signed and extend for an additional twelve (12) months and SLA payment due unless either Party provides notice of termination in writing at least thirty (30) days prior to the end of the Initial Term or any such renewal term. SLA charge is subject to increase should Customer request services beyond platform specifications detailed in **Exhibit B**.

Customer Initials
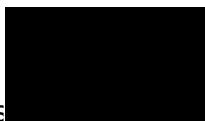
StudentBridge

Modifications: StudentBridge reserves the right to make routine user interface changes to its proprietary video player, at no charge to the Customer, to the extent that they follow the general guidelines as set forth by the Service Level Agreement guidelines in **Exhibit B**. Customizations and modifications (adding video, changing buildings/hotspots) as specifically requested by Customer and agreed upon in writing by StudentBridge will be billed scoped and billed separately.

Terms and Conditions for Services: The Project and all Services provided by StudentBridge are subject to and governed by the Terms and Conditions attached hereto as **Exhibit A** and incorporated herein by reference. The Terms and Conditions supersede prior agreements and understandings, written or oral, not set forth by a formal option amendment. BY SIGNING THIS AGREEMENT, CUSTOMER CONFIRMS THAT THEY HAVE READ, AND UNDERSTANDS AND AGREES TO THIS AGREEMENT WITH STUDENTBRIDGE AND THE GENERAL TERMS AND CONDITIONS.

In witness whereof, the authorized Parties have executed this Agreement as of the date first written above:

Customer: UNT Dallas College of Law

Name: _____

Signatu _____

Title: _____

Date: _4/20/2021_____

StudentBridge, Inc.

Name: _____

Signatu _____

Title: _____

Date: _4/20/2021_____

Customer Initials: _____

StudentBridge

All Services provided by StudentBridge are subject to and governed by these Terms and Conditions, which are incorporated into and made a part of the Services Agreement between you ("Customer") and StudentBridge (the "Agreement").

1. **Services.**   StudentBridge will provide to the Customer the services and software license required for the Project as described in the Agreement and scope details contained in the Proposal attached as Exhibit B (the "Services") during applicable term of the Agreement.

2. **Payment.** StudentBridge shall be paid in full for all Services and expenses in accordance with the Agreement. All invoices are due upon receipt and shall be past due if not paid thirty (30) calendar days from the invoice date. All amounts not paid within thirty (30) days may be subject to a finance charge equal to 1 percent per month. StudentBridge may decline or suspend Services for unpaid invoices after notifying Customer of its intent to do so.

3. **Software License.** StudentBridge hereby grants Customer a non-exclusive, terminable, non-transferable limited license to access and use the digital solutions and software that StudentBridge provides ("Software") to Customer as described in the Software License Agreement ("SLA") contained in Exhibit B, during term of the Agreement with annual payment of SLA (unless otherwise provided). Any Software may be used by Customer only in connection with the Services provided by StudentBridge under this Agreement, and the license granted to Customer shall terminate upon expiration or termination of the Agreement for non-payment, or by StudentBridge in its sole discretion for any reason. Termination will result in the deactivation of Services and forfeiture of access to the Customer account. Customer may not sublicense any Software, permit any third parties to use the Software or modify, copy, distribute, transfer, reverse engineer, decompile or disassemble the Software. Except for the rights granted to Customer pursuant to this Agreement, all right, title and interest in and to the Software shall remain in StudentBridge and its third-party licensors.

4. **Content Ownership.**   Rights are for "video only" and do not apply to the player, microsite or other coding developed by StudentBridge. StudentBridge shall retain sole ownership to the design and code of the player/platforms and microsites. The Customer hereby grants a license to StudentBridge to use the content and works produced or composed during the Term of the Agreement internally and for marketing purposes.

5. **Data Storage.** StudentBridge shall put in place reasonable safety procedures to ensure that filming footage captured during Production Services, as applicable if contained in Exhibit B, is backed-up on redundant systems while post-production is being fulfilled. All unused clips will be deleted from our data storage upon final edit approval. Unless explicitly defined otherwise in Exhibit A, raw copies of clips used in final edits for Production Services will be kept for six (6) months in the event of re-edits. After this time, they may be deleted. Encoded versions of the final edits for Production Services will be kept in multiple, redundant locations for as long as the SLA remains in place. If raw footage from Production Services is required to be stored for longer periods, StudentBridge will provide a quote covering extended storage. StudentBridge is not responsible for retaining footage for Production Services beyond the circumstances and time frames specified in this section.

6. **Section 508 Compliance.** StudentBridge will deliver the Services developed for the Customer project in compliance with the then-current release of Section 508 and WCAG 2.0 Level AA standards at the date of project handover. If there are subsequent changes to Section 508, WCAG 2.0 or any other applicable regulations, StudentBridge will quote a project to the Customer to modify the Services to comply to the new standards.

7. **Data Security.** Unless the Parties agree otherwise in the applicable Proposal attached as Exhibit B, StudentBridge will use customary and commercially reasonable security measures to protect data and credentials stored on the Service provided. Student Bridge uses industry best practices to keep any information collected and/or transmitted by the Services secure.

8. **Confidential, Propriety, and Sensitive Information.** The Parties shall not disclose any confidential, proprietary, or sensitive information of the other to any person or third-party or make use of such information for its own purposed at any time, without the other Party's prior written consent. Obligations under this Section shall survive termination of this Agreement.

Customer Initials: _____
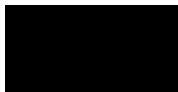
StudentBridge

9. **Privacy.** Any information Customers or other users provide to StudentBridge is subject to the StudentBridge Privacy Policy found at https://www.studentbridge.com/privacy-policy.

10. **Term and Termination.** StudentBridge shall provide the Services for the Term(s) specified in the Agreement. In the event of a breach this Agreement, the non-breaching party may provide written notice of such breach to the other party. The breaching party shall have ten (10) days after receipt of such notice to cure the breach. In the event the breaching party refuses or fails to cure the breach, this Agreement shall terminate. Upon termination of this Agreement for any reason, StudentBridge shall stop performance of all Services as of the date of such termination and Customer shall pay all fees owed through the date of termination.

11. **Limited Warranties.** StudentBridge represents and warrants that it has all rights, title, and interest in and to the systems, Software and intellectual property necessary or appropriate to perform the Services. All Services shall be performed in a workmanlike manner and in accordance with prevailing industry standards. **EXCEPT AS EXPRESSLY STATED IN THE PRIOR SENTENCE, THE SERVICES ARE PROVIDED "AS IS." STUDENTBRIDGE MAKES NO OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, TITLE, ERROR-FREE USE, OR FITNESS FOR A PARTICULAR PURPOSE, ALL AND ANY OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

12. **Indemnification.** Except as provided below in the section titled "Dispute Resolution", with respect to arbitration proceedings between Customer and StudentBridge, the Parties shall, upon the demand, defend, indemnify, and hold harmless one another and their subsidiaries, business units, affiliates, parent companies, its predecessors and successors and its respective officers, directors, executives, managers, members, managing members, employees, agents, legal counsel, shareholders, trustees, joint ventures, partners, successors and assigns, past and present, from and against all costs, losses, claims, actions, proceedings, demands, liabilities, and suits of any kind or nature based on, or any loss, direct damage, settlement, cost, expense or any other liability, including reasonable attorneys' fees, costs, and expenses, arising out of, resulting from, related to, or attributable to, any acts or omissions, including any negligent, willful misconduct, or intentional acts, and any act not authorized under the terms of the Agreement.

    The notifying-Party shall promptly notify the other of any claim for which it believes it is entitled to be indemnified and the notified-party shall immediately take control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to the notifying-Party to handle and defend the same, at the notified-Party's sole cost and expense. The notified-Party shall have the right, but not the obligation, to employ separate counsel and participate in the defense and investigation of any claim following the notifying-Party's request, the notifying-Party's employment of separate counsel and participation in the defense and the investigation of such claim shall be at the notified-Party's sole cost and expense.

13. **Liability Limitations.** EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY ECONOMIC LOSSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, USE, INCOME, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL, OR ANY CONSEQUENTIAL, INCIDENTAL, ANTICIPATORY, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. STUDENTBRIDGE'S AGGREGATE LIABILITY TO CUSTOMER UNDER THE AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT PAID BY CUSTOMER TO STUDENTBRIDGE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

14. **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of, relating to, concerning, or attributable to the Agreement or the Parties' relationship, the Parties agree to seek resolution by good faith informal negotiations. If the dispute, claim, or controversy is not resolved through good faith informal negotiations, any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, consumer protection, common law, intentional tort and equitable claims), between Customer and StudentBridge arising from, relating to, concerning, or attributable to the Agreement, its interpretation, or a breach, or the validity thereof, or the relationship that results from the agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to the Agreement) will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its commercial arbitration rules then in effect. In the event of any inconsistency or conflict between the AAA commercial arbitration rules and the Agreement, the Agreement will control. The arbitration will be limited solely to the dispute or

Customer Initials: _____

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controversy between the Customer and StudentBridge, and any award of the arbitrator shall be final and binding and may be entered as a judgement in any court of competent jurisdiction.

15. **Entire Agreement.** The Agreement, any Exhibits or schedules thereto, and these Terms and Conditions represent the entire agreement between the Parties with respect to the Services, and supersede all other negotiations, agreements, contracts, representations, proposals, commitments, and understandings, oral and written, between the Parties. If any term or condition specified herein conflicts with a provision of the Agreement, then the provision in the Agreement will control. Any amendment to the Agreement must be in a writing signed by a duly authorized representative of Customer and StudentBridge.

16. **No Waiver.** No delay or failure in exercising any right under the Agreement and no partial or single exercise thereof shall be deemed a waiver of such right or any other rights. No consent to a breach of any term or condition shall constitute a consent to any prior, subsequent or other breach.

17. **Notices.** All notices required to be given under the Agreement shall be in writing and deemed received upon delivery by hand, courier or certified mail postage prepaid, or confirmed-receipt facsimile or e-mail during business hours when addressed to a party's signatory at the location stated in the Customer Information section of this Agreement or otherwise designated by the party from time to time. Customer and StudentBridge hereby consent to notices by e-mail.

18. **Relationship of Parties.** The Agreement shall not be construed to create a partnership, joint venture, franchise or agency relationship between the Parties, and neither Party may bind or obligate the other Party or make representations on the other Party's behalf.

19. **Force Majeure.** Neither Party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, insurrection, war, communications failure, Internet outage, natural disaster or act of a third party not under contract with the failing party. Notwithstanding the foregoing, if such failure by a party shall continue for thirty (30) days or more, the other party may terminate the Agreement.

20. **Assignment.** The Agreement may not be assigned or transferred without the prior written consent of StudentBridge.

21. **Governing Law and Jurisdiction.** Irrespective of the actual place of execution or performance of this Agreement, this Agreement shall be governed by and interpreted under the laws of the U.S. and the State of Alabama. The mandatory, exclusive jurisdiction and venue for any action between the Parties based on, arising from, or related to this Agreement, the transactions contemplated herein, or any other relationship between the Parties, shall lie solely, specifically, and exclusively in the U.S. Federal courts or, when appropriate, in the State Circuit Court in and for Lee County, Alabama. The Parties hereby consent to the jurisdiction of and venue of these courts.

22. **Customer Feedback & "Pause Clause".** Customer is expected to provide full feedback for any stage of Services and microsite customization within five (5) business days. If feedback is not forthcoming within this timeframe, the Project will be subject to a "Pause Clause", placed in queue with other projects and a new timeline will be presented by StudentBridge once feedback is received from Customer. If the feedback regards the final version, the Project will be deemed approved and complete after ten (10) business days. After this ten (10) day period, any requests will be treated as Additional Services, outside the original scope.
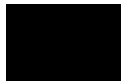
Customer Initials: _____

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Exhibit B| Video/Map Platform | Image/Video Assets Provided by StudentBridge and UNT Dallas College of Law

Responsive Display Video Platform
• Design/Customization of a virtual experience platform using an HTML5 **responsive** platform designed to UNT Dallas College of Law Brand Standards
• Integration of:
  • Lite Video Platform- Up to 25 videos
  • Map **(Details Under *Interactive Map)*
  • Closed Captioning (English) for up to (25) videos
  • Call to Action features with monthly analytics
  • Social Media Links
  • WCAG 2.0 AA Compliant
• Custom URL
	Included in Package

Interactive Maps
• 1. Rendering of a **Small Area Profile Map** to 30 buildings and associated outdoor areas.
  • Creation and integration of map artwork in Photo Realistic Quality
  • Integration of up to 30 Hotspots (learn more about buildings/specific outdoor areas) with associated 'Reveals.
    • Up to ten (10) images and one building description per reveal
    • Up to (1) 360° Photos per Reveal
    • Integration of up to (1) Video total per Reveal
    • Buildings without video can include photos/description or description only
    • Delivery of Final Map Artwork either on hard drive or cloud-based sharing
• 2. Rendering of a **Small Dollhouse Map** in Photo Realistic Quality
  • Integration of up to 30 Hotspots with associated Reveals
  • Reveals governed by same rules as above
	Included in Package

Customer Initials: _____

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Service Level Agreement | Billed Yearly	

• Analytics
   • Quarterly Reports sent via e-mail from client success team.
   • Quarterly review calls with client success manager—customer choice as to frequency
   • Unlimited Access to StudentBridge Analytics
   • Name Capture Portal
• Hosting
   • Platform/Video asset storage. Includes:
      • **Video Channels |Up to Twenty Five videos total (6 produced by SB in this Agreement)**
      • **Map Channel | Up to 10 images, 1 360 image, and/or 1 video per map reveal**
   • Platform/Video asset delivery | No usage limit
   • Redundancy | Speed of delivery, uptime
   • Issue resolutions | Content or delivery
• Platform/Software Support
   • Issue resolution | Core software and functionality
   • Upgrades for term of agreement
• VCE Maintenance | StudentBridge Provides Content Management System (CMS)
   • Slide panel text changes
   • Map reveal text changes
   • Map reveal image changes (changes) | Customer provides new content
   • Video change out (replacements, not change of structure) | Customer provides new content
NOT INCLUDED | video editing, map artwork editing
	$11,995/year

Production and Professional Services

Video Production and Creative Services for 6 Videos | 1 Day of on-campus filming and travel	

• **Creative Marketing Services Include:**
   • Message Consultation
   • Campaign Creation
   • Content strategy and framework
   • Scriptwriting (talking points and interview questions)
• **Video Production Includes:**
   • Capture of HD Footage – Two-person Crew, HD Camera, dedicated audio, basic light kit
   • 1 day of on campus filming
   • Post-Production, editing, color grading, and basic graph treatments
   • Voiceover and library/royalty-free music as required
   • Two rounds of edit revisions
   • Production of 6 videos, approximately 60-90 seconds each/ B-Roll/Multiple Locations
	Included in Production Package

Customer Initials: _____

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Production Team Travel ● Two-person team costs for hotel accommodations, flight, and/or ground transportation ● We keep costs as low as possible. Budget hotels, budget rental cars, etc.	**Billed on Actual Costs**
Total	**$65,985**

Customer Initials: ___████_____

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. 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: StudentBridge, Inc.

By: ■

Name: ■

Title: ■

Date: 7/13/2021

UNIVERSITY OF NORTH TEXAS AT DALLAS

By: ■

Title ■

Date: 7/20/2021

UNT|SYSTEM™

UNT	UNT Health Science Center	UNT 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.