



**Ipro Tech, LLC**  
**Ipro eScan-It**

Addendum attached hereto and  
incorporated herein for all purposes.

Prepared for:



University of North Texas System

Created Date: Jun 12, 2020

If you have questions, please contact:



## Agreement

Parties to this Agreement are Ipro Tech, LLC ("Ipro") and University of North Texas System ("Customer"), with principal offices located at 1901 Main Street, Suite 700, Dallas, TX 75209. The effective date of this Agreement is the latest signature date below (the "Effective Date").

This Agreement, which includes any cover page, Standard Terms and Conditions, Schedules, Exhibits, and Project Plans issued hereunder, and any related Amendments or Additions (collectively, the "Agreement"), is made and effective as of the Effective Date by and between Ipro and Customer.

By executing this Agreement, the above parties acknowledge that the terms and conditions set forth in this Agreement constitute good and valuable consideration, and hereby agree to be bound as provided herein.

Term Start Date: 9/1/2020

Term End Date: 8/31/2023

Year 1: 9/1/2020 – 8/31/2021

Product	Description	Quantity	Price	Subtotal
eScan-It SUB	eScan-It - Subscription	2.00	\$2,500.00	\$5,000.00

Year 2: 9/1/2021 – 8/31/2022

Product	Description	Quantity	Price	Subtotal
eScan-It SUB	eScan-It - Subscription	2.00	\$2,500.00	\$5,000.00

Year 3: 9/1/2022 – 8/31/2023

Product	Description	Quantity	Price	Subtotal
eScan-It SUB	eScan-It - Subscription	2.00	\$2,500.00	\$5,000.00

Grand Total: \$15,000.00

Terms:

- Agreement must be signed on or before Aug 31, 2020 to be valid.
- All hardware costs and any costs outside of this agreement are the responsibility of Customer.
- Licenses and services will automatically renew upon the expiration of the then-current term for another one (1) year at the then-current retail price unless you have notified Ipro in writing at least sixty (60) days prior to the expiration of your term.
- Deployment, training, and professional services must be paid in advance and are non-refundable.
- Deployment is required on all new purchases and must be completed within 60 days of Agreement effective date. If additional deployment assistance is needed, Customer may purchase custom consulting or training services.
- The Agreement may only be terminated prior to the expiration of its term upon payment of an "Early Termination Fee" equal to the sum of all past due amounts and any future payments due under this Agreement.
- Software upgrades are provided at no additional charge during the term of this Agreement. Customer must be no more than two (2) versions behind.
- SERVICE PROVIDER TERM: Ipro and Customer mutually agree that through itself, its representatives, and its agents, each shall not (i) hire or seek to hire any person employed by the other party; or (ii) solicit, encourage, induce, or attempt to induce any person employed by the other party to terminate their relationship with the other party for the term of this Order (including any renewals) and a period of 12 months following the expiration of the term.

Payment Terms

Fees are in USD\$ and will be invoiced annually in three (3) installments beginning on order date. Payments are due 30 days after the invoice date.

Payment Methods

Check:

Ipro Tech LLC  
PO Box 29822  
Phoenix, AZ 85038-9822

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- Ipro's payment terms are Net 30 days from the date of invoice. Past due amounts are subject to a late payment service charge of 1.5% per month.
- Price does not include applicable taxes or shipping fees.
- Price does not include travel expenses, shipping costs, sales, withholding, or value-added taxes.
- All costs are in US dollars.
- For US customers, please mail checks to Ipro Tech, LLC. For non-US customers, please send all payments via ACH, wire transfer, or credit card.

In witness whereof, each party represents and warrants agrees that it has the authority to execute this Order and to bind such party to the terms of this Order, including the Schedules, the Standard Ipro End User License Agreement (available online at <https://myipro.iprotech.com/Software/EULA>) and, if purchasing use rights to the Ipro Cloud, the standard Ipro Terms & Conditions, all of which are incorporated by reference into this Order, effective as of the date first executed by both parties below.

By

Ipro Tech, LLC

University of North Texas System

Signature

Signature DocuSigned by:

[Redacted signature area]

Company Ipro Tech, LLC

Company University of North Texas System

Date 8/11/2020

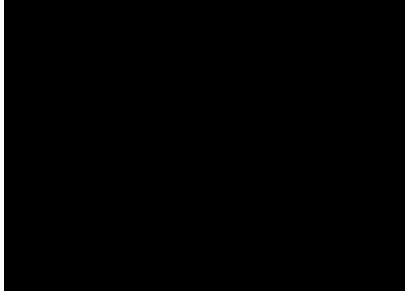
Date 8/11/2020

Billing Contact

Shipping Contact

University of North Texas System

Name



Name

Email

Phone

1112 Dallas Dr. Ste. 4000

1901 Main Street, Suite 700

Address

Address

Denton

Dallas

City

City

TX

TX

State

State

76205

75209

Zip

Zip

**END USER LICENSE AGREEMENT** 2019r6

**NOTICE TO END USER: CAREFULLY READ THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT"). BY EXECUTING ANY DOCUMENT THAT INCORPORATES BY REFERENCE THIS AGREEMENT AND/OR YOUR INSTALLATION OR USE OF THE SOFTWARE ("SOFTWARE") PROVIDED WITH THIS AGREEMENT, YOU ARE ACCEPTING ALL THE TERMS OF THIS AGREEMENT AND BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "YOU") TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN IPRO TECH, LLC ("IPRO") IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU SHOULD NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND RETURN ANY SOFTWARE YOU HAVE PURCHASED TO THE SELLER FROM WHOM YOU PURCHASED SUCH SOFTWARE.**

The following terms of this End User License Agreement (this "Agreement") govern your access and use of the Software.

**1. Definitions**

- 1.1. "**Agreement**" means this End User License Agreement document.
- 1.2. "**Authorization**" means any ongoing serialization number which may be necessary to use a version of the Software or, if a serialization number is not used, any authorization file that may be necessary to use a version of the Software.
- 1.3. "**Authorized Use**" means the specific level of use at which you are authorized to execute or run the Software. That level may be a subscription-based license, usage fee-based license, a perpetual license or some other level of use as specified by IPRO or IPRO's authorized Reseller at the time of your order on the Order Form, including, limitations on authorized seats, which may be granted on a named-user, concurrent user or some other basis.
- 1.4. "**Coded**" means any process by which an Image is translated into a bibliographical index of the document or capturing of bibliographical information about the document.
- 1.5. "**Documentation**" means all standard end user online help files or standard end user written instruction manuals and other standard end user materials regarding the Software provided by IPRO to you, including those provided with any Issue Resolution or Upgrades.
- 1.6. "**Issue Resolutions**" mean fixes, patches and workarounds that resolve errors, problems and nonconformities of the Software with the Documentation.
- 1.7. "**Evaluation Version**" means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software. The Evaluation Version may have limited features and will cease operating after a predetermined amount of either time or use due to an internal mechanism within the Evaluation Version unless you qualify for and receive a license key file from IPRO.
- 1.8. "**Image**" or "**Images**" means a single page or pages of any document Scanned, excluding bar-code instruction sheets.
- 1.9. "**Image Counter**" means any counter file or any electronic device provided by IPRO to you that allows Images to be either (i) Scanned or OCR'd and counted; or (ii) Coded and counted. Software that requires the use of an Image Counter is a usage fee-based license.
- 1.10. "**IPRO**" means Ipro Tech, LLC
- 1.11. "**Maintenance**" means the optional annual Support and Issue Resolution that may be purchased by perpetual licensees of the Software for an additional fee.
- 1.12. "**Order Form**" means either the order form provided to you by IPRO's authorized reseller or, if you purchase directly from IPRO, the Invoice, IPRO Sales Order or any other written document provided to you by IPRO which sets for the specific Software, maintenance and/or Professional Services purchased, as well as Authorized Use limits, payment and billing information.
- 1.13. "**Professional Services**" means the training, implementation or other professional services which IPRO may provide to you from time to time as set forth in an Order Form or SOW.
- 1.14. "**Scan**" means any process by which an Image is, by electronic process, digitized in whole or in part, or turned into an electronic format, using the Software.
- 1.15. "**Software**" means the particular IPRO and third-party vendor proprietary software program(s) supplied by IPRO to you, including any Issue Resolutions, Upgrades and Documentation.
- 1.16. "**Support**" means telephone technical support during IPRO's standard support hours.
- 1.17. "**Support Terms**" shall have the meaning set forth in Section 10.2 of this Agreement.
- 1.18. "**Upgrades**" means any generally released revisions, modifications, updates, corrected versions, new sequels and new versions of the Software.

**2. License Grant**

- 2.1. Subject to full and timely payment of all amounts owed or due to IPRO or IPRO's authorized reseller and the other terms, conditions, and limitations set forth in this Agreement, IPRO grants you the non-transferable and non-exclusive right (a) to install and use the Software pursuant to your Authorized Use, solely for your own internal personal or business purposes and in accordance with the Documentation; (b) make one copy of the Software solely for back-up purposes, provided the backup copy is only used for backup purposes; and (c) store or install a copy of the Software on a storage device such as a network server, used only to install or run the Software on your other computers on an internal network. If you need a dedicated single user license on a machine not connected to your network, a separate single user Authorization will be needed. All copies you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.
- 2.2. You may permit agents or contractors (including, without limitation, outsourcers such as hosting service centers) to use the Software on your behalf solely for your own internal personal or business purposes, provided that you are responsible for the agents', contractors' and outsourcers' compliance with this Agreement in such use. For avoidance of doubt, use of the Software by a service bureau end user to provide services to the end user's customers is an internal business operation.
- 2.3. All copies you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.
- 2.4. If the Software includes font software you may embed the font software into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. You may fully embed any font owned by Adobe.
- 2.5. Except as stated in this Section 2, this Agreement does not grant you any intellectual property rights in the Software.

**3. License Restrictions**

- 3.1. Other than set forth in this Agreement, you may not make or distribute copies of the Software, or electronically transfer the Software from one hardware product or medium to another hardware product or medium through a network or by any other means.

**3.2.** You may not alter, merge, modify, adapt, translate, reverse engineer (unless required by law for interoperability), de-compile, disassemble or otherwise attempt to discover the source code of the Software, or create derivative works based on the Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

**3.3.** You may not assign, give, rent, lease, resell, sublicense, grant a security interest in, or otherwise transfer rights to the Software. Any attempt to do so shall be void and of no effect. In the event that you breach this Agreement and grant a security interest in the Software, you agree that the secured party has no right to use or transfer the Software.

**3.4.** You may not remove or obscure IPRO and its third-party vendors' copyright, trademark, or other propriety markings, notices or legends from the Software.

**3.5.** You may only use the Evaluation Version of the Software for the purpose of evaluating whether to purchase an ongoing license to the Software and not for any active cases during a litigation cycle, subpoena requests, internal investigations, document requests or other similar production uses. This evaluation period is limited to thirty (30) days unless expressly set forth otherwise by IPRO or IPRO's authorized reseller. Extension of the evaluation period may require the payment of additional fees. If you are using the Evaluation Version of the Software, you are not entitled to Maintenance, Support, Issue Resolutions, or Upgrades. If you wish to continue to use the Software after the evaluation period, you must obtain an Authorization from IPRO or its authorized reseller. **IF YOU DO NOT OBTAIN A VALID AUTHORIZATION WITHIN THE APPLICABLE EVALUATION PERIOD, THE SOFTWARE WILL AUTOMATICALLY CEASE OPERATION. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU WILL NOT SUFFER ANY DAMAGE WHEN THE SOFTWARE CEASES OPERATION.**

**3.6.** You may not use the Software to develop any application having the same primary functions as the Software.

**3.7.** You shall not knowingly permit anyone to use the Software or any portion of the Software, (a) for purpose of deriving its source code, or (b) for purposes other than as authorized in this Agreement.

**3.8.** You agree to use all reasonable efforts to ensure that persons employed by you or under your direction and control abide by the terms and conditions of this Agreement. In the event you become aware that the Software is being used by such persons in a manner not authorized by this Agreement, you shall immediately notify IPRO in writing of such facts and you shall immediately use all reasonable efforts to have such unauthorized use of the Software immediately cease, and to recover any copies of the Software that were made in violation of this Agreement.

**3.9.** The Software is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Software or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage (collectively, "High Risk Activities"). You will not knowingly use the Software for High Risk Activities.

**3.10.** You shall not publish any results of benchmark tests run on the Software. If you run any benchmark tests on the Software, you agree to provide the results of such tests to IPRO.

#### **4. Third Party Software**

The Software and its component parts are protected by copyright and other propriety rights of IPRO and one or more third party software vendors (including possibly Oracle USA, Inc. ("Oracle"), Adobe Systems Incorporation, Inc. ("Adobe") and Hot Neuron Company ("Clustify") (all such third-party vendors, including without limitation Oracle, Adobe and Clustify, shall be referred to herein as "third party vendors" or "third party software vendors"). You may be held directly responsible by such vendors for acts relating to the Software's component parts that are not authorized by this Agreement, including possibly Oracle, Adobe and Clustify, which if you are licensing Software that includes component parts from these vendors, are third party beneficiaries under this Agreement. "Adobe" and "Adobe PDF Library", if contained within the Software, are either registered trademarks or trademarks of Adobe in the United States and/or other countries. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU WAIVE ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD-PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE THE SOFTWARE OR ITS COMPONENTS. NO SUCH THIRD-PARTY SOFTWARE VENDORS WILL HAVE ANY LIABILITY OF ANY KIND TO YOU IN CONNECTION WITH ANY SUCH CLAIMS OR CAUSES OF ACTION.** The Software may contain source code that one or more of IPRO's third party software vendors may provide as part of its standard shipment of such vendors' component parts, which source code shall be governed by the terms of the end user license agreement for such source code. Additional terms and conditions applicable to certain third party component parts that may be included in the Software are provided in a "Read Me" file supplied with the Software. Such third party component software is licensed to you for use only with the Software under the terms and conditions of the third-party agreement identified in the "Read Me" file and not under the terms and conditions of this Agreement.

#### **5. Title**

The Software is owned by IPRO and its third-party vendors, and its structure, organization and code are the valuable trade secrets of IPRO and its third-party vendors. The Software is also protected by United States Copyright law and International Treaty provisions. You acknowledge and agree that IPRO and its third-party vendors retain all ownership, right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Software. You assign to and agree that IPRO shall own and have the right to exploit and include in the Software any suggestions, enhancements requests, feedback, recommendations or other information provided by you related to the Software. Your rights in the Software, updates, and the related materials supplied by IPRO pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.

#### **6. Publicity and Marketing**

IPRO may identify you on its customer lists and list you as a customer in its marketing materials, and reproduce your company name, logo, trademark, trade name, service mark, or other commercial designations, solely in connection therewith. IPRO will not otherwise use your name for any publicity or marketing purposes without your prior written consent.

#### **7. Assignment**

You may not assign this Agreement or the license granted hereunder in whole or in part without the prior written consent of IPRO, which may be granted or withheld in IPRO's sole discretion. Should you desire to assign this Agreement or the license granted hereunder, please request such transfer in writing, including in such request the name and full contact information for the proposed transferee, along with a signed statement from both you and the proposed transferee that (a) the Agreement will be transferred with the Software; (b) the proposed transferee fully accepts the terms and conditions of this Agreement (c) that all complete or partial copies of the Software including copies on data storage devices, are also transferred or destroyed (d) all monies owed are paid in full and (e) all fees owed to IPRO (whether under this Agreement or otherwise) are current. IPRO will promptly notify you in writing if your request has been granted or denied. Any assignment made without IPRO's prior written

consent or otherwise in conflict with this provision shall be void. IPRO may assign this agreement without your prior consent to any person or entity that acquires or succeeds to all or substantially all of IPRO's business or assets. This Agreement shall benefit and bind the permitted successors and assigns of the parties.

## **8. Term and Termination**

**8.1.** This Agreement and the license granted herein shall remain effective until terminated in accordance with this Agreement or expiration of your Authorized Use.

**8.2.** This Agreement and the license will terminate immediately without notice from IPRO if you fail to comply with any provisions of this Agreement. Upon termination, you shall immediately discontinue use of the Software and, at IPRO's choice, either return to IPRO or destroy all copies of the Software and Documentation in your possession or control.

**8.3.** The following provision of this Agreement shall survive termination: Section 1 (Definitions); Section 4 (Third Party Software); Section 5 (Title); Section 8 (Term and Termination); Section 12 (Limitation of Liability); Section 13 (Your Covenants, Acknowledgements and Obligations); and Section 15 (Miscellaneous).

## **9. Payment and Fees**

**9.1.** Except as set forth in this Section 9.1 and for Evaluation Versions of the Software, prior to initially downloading or obtaining the Software from IPRO, you shall pay IPRO or IPRO's authorized reseller the irrevocable and non-refundable license fees as set forth on your Order Form. If IPRO or IPRO's authorized reseller, each in its sole and absolute discretion, extends credit to you, then you agree to pay any and all fees within thirty (30) days of IPRO or IPRO's authorized reseller's issuance of invoice or as otherwise agreed upon in writing. If IPRO is extending you credit, you will be required to complete and execute an IPRO Application for Credit.

**9.2.** If your Authorized Use level is a subscription license, you further agree to pay IPRO or IPRO's authorized reseller the then-current, irrevocable and non-refundable renewal subscription fees as invoiced to you. Such payment shall be made prior to or upon the expiration of your then-current term unless you have notified IPRO in writing at least sixty (60) days prior to the expiration of your then-current term that you are not going to renew your license. In the event that you fail to timely pay a renewal fee, you acknowledge that in order to use the Software, you shall be required to purchase a new Software license and pay the license fee required under Section 9.1 of this Agreement.

**9.3.** If your Authorized Use level is a usage fee-based license, you further agree to pay IPRO or IPRO's authorized reseller the then-current irrevocable and non-refundable usage fees as invoiced to you in connection with the delivery of each Image Counter, whether for Scanning or Coding. The usage fees shall be due with respect to each Image, in any form, Scanned or Coded during the term of this Agreement, either for your own account, or for the benefit of your customers. Upon payment of the usage fees, IPRO or IPRO's authorized reseller shall deliver an Image Counter or Image Counters to you, which shall allow you to Scan or Code the designated number of Images for which you have paid.

**9.4.** If you purchase Professional Services, you shall pay the amount set forth on the applicable Order Form or SOW for such Professional Services.

**9.5.** Late payments shall accrue interest at the lower of the legal maximum interest rate or one and one-half percent (1.5%) per calendar month. It shall be a material breach of this Agreement if late payments are not paid within ten (10) days after written notice is sent to you.

**9.6.** You shall pay any and all reasonable travel, meal and lodging expenses incurred by IPRO in connection with any on-site Support, Trial, Training or Professional Services.

**9.7.** You shall pay all personal property, sales, use, value-added, withholding and similar taxes arising from the transactions described in this Agreement, and shall indemnify IPRO and its third-party vendors for, from and against any and all damages, liabilities, costs, penalties, interest and expenses (including reasonable attorney fees) arising from or relating to any such taxes or the attempted imposition or collection thereof. You agree to provide IPRO, within ten (10) days after the effective date of this Agreement, a valid state resale certificate or exempt use certificate for sales tax exempt status, if applicable.

**9.8.** You acknowledge that all fees are subject to change at any time, without notice.

**9.9.** IPRO may suspend your right to use the Software and/or IPRO's performance of any services if you are not current on fees owed IPRO (whether under this Agreement or otherwise). IPRO shall notify you in writing of any such suspension. If IPRO elects to suspend due to nonpayment, the rights to use the Software and/or receive services will not be resumed until IPRO's account is paid in full.

## **10. Support, Issue Resolutions, Upgrades, Maintenance and Professional Services**

**10.1.** Evaluation Versions of the Software do not qualify for any of the Maintenance, Support, Issue Resolutions, and Upgrades described below.

**10.2.** If your Authorized Use level is a subscription license, upon timely payment of the fees due under Section 9.1 and 9.2 above, subject to your compliance with all the terms and conditions of this Agreement, IPRO shall provide you with Support, Issue Resolutions and Upgrades. IPRO is only obligated to provide the Support, Issue Resolutions, and/or Upgrades provided that (i) you have paid all fees entitling you to such services; (ii) the issue has not been fixed in a subsequent release; (iii) you have not made any modifications to the Software; and (iv) you are not in violation of any of the terms of this Agreement or any other Agreement between you and IPRO. IPRO provides Support, Issue Resolutions, and Upgrades for the current version and the prior version as well as any version for the first twelve (12) months from its general release.

**10.3.** If your Authorized Use level is a usage fee-based license, upon timely payment of the fees due under Section 9.1 and 9.3, subject to your compliance with all the terms and conditions of this Agreement, IPRO shall provide you with Support and Issue Resolutions. Upgrades (if offered by IPRO) may be purchased for an additional fee. IPRO is only obligated to provide the Support, Issue Resolutions, and/or Upgrades provided that (i) you have paid all fees entitling you to such services; (ii) the issue has not been fixed in a subsequent release; (iii) you have not made any modifications to the Software; and (iv) you are not in violation of any of the terms of this Agreement or any other Agreement between you and IPRO. IPRO provides Support, Issue Resolutions, and Upgrades for the current version and the prior version as well as any version for the first twelve (12) months from its general release.

**10.4.** If your Authorized Use level is a perpetual license, you may purchase Maintenance for an additional fee. If you purchase Maintenance, you must do so for all locations that are licensed for the Software. You cannot purchase Maintenance for just one location or any subset of locations. However, if any of your licensed locations are permanently closed, you may request that IPRO terminate Maintenance for such location(s). Upgrades are not included with Maintenance, but (if offered by IPRO) may be purchased for an additional fee. IPRO may make available to you the option of renewing Maintenance at the rates listed in IPRO's then-current price list. Should you decline to renew Maintenance, you shall not be entitled to receive any Support or Issue Resolutions after the expiration of your current Maintenance term. If you do not purchase Maintenance, you may be able to purchase Support on a case-by-case basis for an additional fee. IPRO is only obligated to provide the Support, Issue Resolutions, Upgrades and/or Maintenance provided that (i) you have paid all fees entitling you to such services; (ii) the issue has not been fixed in a subsequent release; (iii) you have not made any modifications to the Software; and (iv) you are not in violation of any of the terms of this Agreement or any other Agreement between you and IPRO. IPRO provides Support, Issue Resolutions, Upgrades and/or Maintenance for the current version and the prior version as well as any version for the first twelve (12) months from its general release.



**10.5.** You acknowledge that IPRO has no obligation to provide any Support, Issue Resolutions, Upgrades or Maintenance, and, in particular, no Issue Resolutions or Upgrades will be available after the end of life of the applicable Software version. Currently, Software versions end of life (where no additional versions are available) is on the three (3) year anniversary of the version's official release date (i.e. the date that the Software version was first available for purchase). After a Software version has achieved end of life, you may be offered the ability to purchase an Upgrade to a newer version (if one is available) for an additional license fee.

**10.6.** IPRO may provide Professional Services from time to time as mutually agreed upon by the parties from time to time in an Order Form and/or SOW. You acknowledge that, unless expressly set forth otherwise on the Order Form, training is not included with any license, Maintenance, Issue Resolutions, Upgrades or Support. Should you desire training services, you may purchase training (if available) as a Professional Service for an additional fee. If you request assistance due to an issue arising out of or related to the improper installation, hardware configuration or hardware failure, such a request is a training request, not covered under this Agreement, and billable at IPRO's then current rates.

#### **11. Warranty Provisions; Indemnification**

**11.1. Evaluation Version of Software Provided "AS IS".** To the fullest extent permitted by law, Evaluation Versions of the Software are provided on an "AS IS" basis, WITHOUT REMEDIES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY YOU.

#### **11.2. Limited Warranty for the Non-Evaluation Version of Software.**

11.2.1. IPRO warrants, for a period of thirty (30) days after the earlier of (i) the date you accepted or signed the Order Form for the initial license to Software; (ii) the date that IPRO or IPRO's authorized reseller supplies you with your first Authorization for the Software or (iii) the date that you first download the Software, (a) that the Software will substantially perform as set forth in the Documentation, and (b) that the media containing the Software, if provided by IPRO, is free from defects in material and workmanship. These limited warranties are conditioned upon (a) your proper use of the Software; (b) the absence of any additions or modifications, or attempted additions or modifications, to the Software; (c) the absence of any component or system problems not caused by the Software; and (d) the absence of any intentional or negligent act or other cause attributable to you which affects the operability or serviceability of the Software. This warranty applies only to your initial licensing of the Software. Should you later purchase additional licenses to the Software or renew your current licenses, all such additional purchases and renewals are "as-is," without any warranty. **IPRO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL SATISFY YOUR REQUIREMENTS; WILL OPERATE WITHOUT INTERRUPTION; IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS; OR ABLE TO ACCURATELY PROCESS ALL FILES OR FILE TYPES.**

11.2.2. To be covered by the above limited warranties, you must inform IPRO of your problem with the Software during the warranty period. Your sole and exclusive remedy, and IPRO's sole liability, for any breach of the limited warranties shall be, at IPRO's discretion: (a) repair or replacement of the Software or the defective media; or (b) provision of a workaround that will allow you to achieve substantially the same functionality with the Software as described in the Documentation; or (c) if the above remedies are impractical, a refund of the license fee you paid for the Software. Repaired, corrected, or replaced Software shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date (a) of shipment to you of the repaired or replaced Software, or (b) the provision of the workaround. **THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR IPRO'S BREACH OF WARRANTY.**

11.2.3. **EXCEPT FOR THE FOREGOING LIMITED WARRANTY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SOFTWARE, SUPPORT, ISSUE RESOLUTIONS, UPGRADES AND ALL OTHER SERVICES PROVIDED BY IPRO AND ITS THIRD-PARTY VENDORS (INCLUDING ADOBE AND ITS SUPPLIERS) UNDER THIS AGREEMENT ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. IPRO AND ITS THIRD-PARTY VENDORS (INCLUDING ADOBE AND ITS SUPPLIERS) SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **11.3. Indemnification.**

11.3.1. **IP Infringement Indemnity.** IPRO shall, at IPRO's expense, defend you from and against any and all third party claims and indemnify you from any costs (including all court, arbitration and other dispute or mediation or resolution costs), penalties, expenses, liabilities, injuries, losses, assessments, judgments and damages (including all fees and charges of engineers, architects, accountants, lawyers and other professionals and experts, in each case on a dollar for dollar full indemnification basis) (collectively, the "Losses") either finally awarded by a court of competent jurisdiction or agreed to in the settlement agreement to such third party claim to the extent such Losses are arising out of your use of the Software as expressly authorized under this Agreement infringing or misappropriating any (i) US patent issued by the United States to any third party and/or (ii) any copyrights, registered design, trade-mark, trade secret, license or other proprietary or contractual right of any third party.

Notwithstanding the foregoing paragraph, IPRO shall have no liability or indemnification obligation under this Section 11, nor shall the same be considered an intellectual property infringement, for any claim or suit where the alleged loss or damage is based upon: (i) the use of the Software in combination, operation or use with any products, services, information, materials, technologies, business methods, processes, software, hardware, or data not supplied by IPRO or required under IPRO's Documentation, where such infringement would not have occurred but for such combination, operation or use; or (ii) compliance with your specifications or instructions; or (iii) modifications made by you or any other third party; or (iv) failure to use any Issue Resolution or Upgrade to the Software provided by IPRO promptly following their release, where such infringement would not have occurred if the Issue Resolution or Upgrade had been timely used; or (v) use of the Software except in accordance with the Documentation. In addition, the foregoing indemnification obligation shall not apply with respect to any claim alleging infringement of any trademark, trade name, product name or similar right where the claim of infringement is based on or results from the use of any name or mark selected by you.

11.3.2. **Your Obligations.** If you become aware of any intellectual property infringement, you will: (a) give written notice to IPRO of such intellectual property infringement promptly upon becoming aware of the intellectual property infringement; (b) permit IPRO the sole conduct of the defense to any claim or action in respect of any intellectual property infringement; (c) refrain from settling or compromising any such claim or action, except upon the written instructions of IPRO; and (d) act in accordance with the reasonable instructions of IPRO and give to IPRO such assistance as is reasonably required in respect of the conduct of such defense, including the filing of all pleadings and other court process and the provisions of all relevant documents.

11.3.3. **IPRO Obligations.** In the event the Software is held or is believed by IPRO to infringe the intellectual property rights of a third party, IPRO will, at its own choice and expense: (a) procure the right for you to continue using the Software; (b) make such modifications or other changes to the Software so that it becomes non-infringing without incurring any diminution in the performance or function of the Software, other than any diminution which is immaterial; (c) replace the Software with non-infringing substitutes and reimburse you for your reasonable cost to apply the non-infringing substitutes, so long as such substitutes do not entail a diminution in performance or function of the infringing Software Materials, other than any diminution that is immaterial; or (d) if IPRO is unable to achieve (a), (b) or (c) after using reasonable commercial efforts, IPRO may terminate the Agreement and immediately refund any fees paid by you, pro-rated (i) over a useful life of three years if purchased under a perpetual license or (ii) over the current subscription term or remaining usage if purchased under a subscription-based license or usage fee-based license.

11.3.4. **THE OBLIGATIONS SET FORTH IN THIS SECTION 11.3 SHALL CONSTITUTE IPRO'S ENTIRE LIABILITY AND YOUR SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION.**

## **12. Limitation of Liability**

12.1. **To the fullest extent permitted by law: (a) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL IPRO, ITS THIRD PARTY VENDORS, SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF WHETHER IPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, LOSS OF ANTICIPATED REVENUES OR PROFITS, LOSS OF USE, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES; and (b) IN NO EVENT WILL IPRO'S TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES IN CONNECTION WITH OR RELATING TO THE SOFTWARE OR THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY YOU TO IPRO FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM.**

12.2. **NO CLAIM ARISING IN CONNECTION WITH THE SOFTWARE OR THIS AGREEMENT MAY BE BROUGHT AGAINST IPRO MORE THAN ONE (1) YEAR AFTER IT OCCURS.**

12.3. **THE LIMITED REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING THE FAILURE OF THEIR ESSENTIAL PURPOSE.**

12.4. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to thirty (30) days. The limited warranty provided hereunder (if applicable) gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.

## **13. Your Covenants, Acknowledgements and Obligations**

13.1. You acknowledge, understand and accept that (i) there is inherent risk of compromising information when sharing or transferring electronic documents, and you accept those risks and the fact that while the Software is intended to reduce such risks, it does not eliminate the risk of compromising information; (ii) you shall be solely responsible for insuring that your disclosure of information, including but not limited to third party information, complies with all applicable local, state and federal laws, rules, regulations and requirements relating to privacy; (iii) improper use of (or unauthorized modifications to) the Software, including use beyond the scope of the License granted herein, may increase the risk of the inadvertent disclosure of compromising information; (iv) the Software was designed to operate with the majority of common document types referenced in the Documentation, but IPRO does not guarantee that the Software will process or make secure all such document types; and (v) additional hidden and insecure data can be added or revealed by mishandling of a document after it has been processed by the Software.

13.2. You shall be responsible for and obtain all rights necessary for the operation of the Software in connection with any of your other programs or materials, including, without limitation, all rights of access and rights to modify under copyright (other than IPRO's copyright in the Software). You acknowledge and agree that IPRO is not responsible for the software, hardware, products and services of other entities or any acts thereof. You shall follow proper back-up procedures for any uses of the Software and for all data, to protect against loss or error resulting from use of the Software.

13.3. You agree to create, retain and provide to IPRO and its auditors accurate written records and other system information sufficient to provide auditable verification that your use of all Software is in compliance with this Agreement, including without limitation, that your use does not exceed the number of copies of the Software for which you have paid for licenses. Upon reasonable notice, IPRO may verify your compliance with the Agreement at all sites and for all environments in which you use the Software. Such verification will be conducted in a manner that minimizes disruption to your business, and may be conducted on your premises, during normal business hours. IPRO may use an independent auditor to assist with such verification, provided IPRO has a written confidentiality agreement in place with such auditor. IPRO will notify you in writing if any such verification indicates that you have used any Software in excess of your purchased use rights or otherwise not in compliance with this Agreement. You agree to promptly pay directly to IPRO the charges that IPRO specifies in an invoice for (a) such excess use, (b) support for such excess use for the lessor of the duration of such excess use or two years, and (c) any additional charges and other liabilities determined as a result of such verification. IPRO reserves the right to include as part of the Software access restriction devices and methods designed to prohibit unauthorized access to its copyright library, proprietary information, trade secrets and other intellectual property rights in the Software. Such methods may include the ability for IPRO to access and pull data from the Software as reasonably necessary to determine your compliance with this Agreement.

13.4. You acknowledge and agree that IPRO compiles, stores and uses aggregated data and system usage information to monitor and improve its products and services, as well as for the creation of new products and services. IPRO does not collect any personal, private or sensitive information, such as client names, case names, job names, user names, phone numbers or addresses. IPRO respects the privacy of our customers and only collects information to help improve its products.

## **14. Export Restrictions and U.S. Government Restricted Rights Notice**

14.1. You shall not export, ship, transmit or re-export the Software in violation of any applicable law or regulation of the United States or any other applicable jurisdiction, including, without limitation, the United States Export Administration Act, Export Administration Regulations issued by the United States Department of Commerce or any other export laws, restrictions or regulations (collectively, the "**Export Laws**"). Without limiting the generality of the foregoing, the Software may not be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the U.S. has placed an embargo; (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders. If you download or use the Software, you represent and **warrant agrees** that you are not located in, or under the control of or a national of any such country or on any such list. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

**14.2.** This Section 14.2 applies to all acquisitions of the Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. By accepting delivery of the Software, the government hereby agrees that the Software qualifies as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial" computer software and "commercial computer software documentation" within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's need or is inconsistent in any respect with Federal law, the government agrees to return the Software, unused. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT. 1988).

**15. Miscellaneous**

**15.1.** This Agreement and the information that is incorporated into this Agreement by written reference represents the complete agreement between you and IPRO concerning your license of the Software and replaces all previous agreements, memoranda, discussions or negotiations.

**15.2.** No amendment to this Agreement shall be binding on the parties hereto unless agreed to in a writing signed by both parties which expressly refers to this Agreement.

**15.3. NOTHING CONTAINED IN ANY PURCHASE ORDER FORM OR OTHER SIMILAR SUCH DOCUMENT SUBMITTED BY YOU, OTHER THAN ORDER DATES, IDENTITY, LOCATION, AUTHORIZED USE LEVEL, QUANTITY AND PRICE, SHALL IN ANY WAY SERVE TO MODIFY OR ADD TO THE TERMS OF THIS AGREEMENT.**

**15.4.** You acknowledge that this Agreement allocates the risks of use of the Software between you and IPRO, and that the license fee(s) for the Software reflect the limited warranties, limitation of liability and allocation of risk under this Agreement.

**15.5.** If any provision of this Agreement is held to be void or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of the Agreement will remain in full force and effect. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.

**15.6.** This Agreement shall be governed by the laws of the State of Arizona excluding those laws that direct the application of the laws of another jurisdiction. The application to this Agreement of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are expressly excluded. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Maricopa County, Arizona, and each party hereby submits to the personal jurisdiction of such courts and waives any defense related to venue or forum non conveniens.

**15.7.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform (other than payment of money or breach of confidentiality requirements) if such delay or failure is caused, in whole or in part, indirectly or directly, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, labor disputes, accidents, riots, acts of war, network failures, communications interruptions, earthquakes, fire and explosions.

\*\* END \*\*

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**STANDARD ADDENDUM TO AGREEMENT**

Contracts with the University of North Texas System (“UNTS”) 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 UNTS; 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 System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

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

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

**Breach of Contract Claims Against UNTS.** 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 UNTS 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. Venue for any suit filed against UNTS 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, UNTS’ 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, UNTS shall issue written notice to Vendor that UNTS 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.

**Public Information.** UNTS 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 UNTS in an electronic format. The requirements of Subject 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 UNTS records retention requirements; (2) to promptly provide contracting information to UNTS when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTS or to preserve all contracting information according to UNTS’ records retention requirements.

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

**Insurance.** UNTS, 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 UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

**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.** UNTS 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 UNTS 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 UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

**VENDOR:** Ipro Tech, LLC

**UNIVERSITY OF NORTH TEXAS SYSTEM**

Date: 8/11/2020

Date: 8/11/2020

## **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.