

SOFTWARE ADDENDUM

The following terms and conditions are incorporated into and form a part of the Agreement between the University of North Texas [System or Institution Name] (“University”) and Service Provider (“Service Provider”). In the event of a conflict between the Agreement and this Addendum, 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 Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.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 University; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Service Provider 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. Service Provider agrees to receive payment in electronic form (Automated Clearing House (ACH), Single Use Account (SUA), or Purchasing Credit Card (PCard)), and payments will be made in accordance with law. All invoices must reference a valid UNT System purchase order, and invoices and any required supporting documents must be submitted to Invoices@UNTSystem.edu.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Service Provider 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. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against University. 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 University 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 University 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, University’ 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, University shall issue written notice to Service Provider that University may terminate the Agreement without further duty or obligation.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Service Provider shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Service Provider agrees that the Agreement can be terminated if Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Service Provider agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

Required Posting of Contracts on Website. Service Provider acknowledges and agrees that University 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.

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

State Law Verification. If the Agreement is subject to Texas Gov’t Code Section 2271.002, Service Provider hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov’t Code Section 2274.002, Service Provider hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov’t Code Section

2274.002, Service Provider hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Right to Audit. Service Provider, upon prior reasonable notice to Service Provider, will provide to University and to the State of Texas, during normal business hours and for a reasonable period of time, access to and the right to examine and photocopy Service Provider records, papers, books, and documents relating to this Agreement.

Limitations. University 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 University 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 University, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Assignment. Service Provider shall not assign its rights or delegate the performance of its duties under the Agreement without prior written approval from University. Any attempted assignment in violation of this provision is void and without effect.

Cybersecurity Training. If Service Provider has access to a University computer system or database, Service Provider shall complete cybersecurity training and verify completion of the training program to University in accordance with Texas Gov’t Code Section 2054.5192.

Cloud Computing State Risk and Authorization Management Program. If Service Provider provides cloud computing services to University, as that term is defined in Texas Gov’t Code Section 2157.007, Service Provider represents and warrants that it complies with the requirements of the state risk and authorization management program, and Service Provider agrees that throughout the term of the Agreement it shall maintain its certifications and comply with the program requirements in accordance with Texas Gov’t Code Section 2054.0593(d)-(f).

Data Management and Security Controls. Service Provider agrees to safeguard University data according to all commercially reasonable administrative, physical, and technical standards, continually monitor its operations, and take any action necessary to assure University data is safeguarded in accordance with the terms of this Agreement. Service Provider further agrees to comply with the controls established in the University’s Information Security Handbook, Sections 15.3-15.5. Vendor Relationships to ensure the confidentiality, integrity, and availability of the information or information processing provided, including providing evidence that information/data stored is recoverable and contingency plans are in place. In the event of a data breach due to Service Provider’s breach of security obligations or other event requiring notification under applicable law, Service Provider agrees to comply with all notification requirement, and to indemnify and hold harmless and defend University against any claims or damages arising out of any breach of Service Provider’s security obligations under this Agreement.

Accessibility. In accordance with Texas Gov’t Code Chapter 2054, Subchapter M, and DIR implementing rules, University must procure Electronic and Information Resources that comply with Accessibility Standards. Service Provider agrees to (1) deliver any tools, services, processes, or products in compliance with the Accessibility Standards found under Texas Administrative Codes 1 TAC 206 and 1 TAC 213; (2) upon request, provide the University with its accessibility testing results and written documentation verifying accessibility compliance with applicable federal and state laws regarding electronic and information resources accessibility requirements; and (3) promptly respond to and resolve accessibility complaints.

Access to Confidential Information. If the performance of the Agreement contemplates the sharing with, and/or storing of information by Service Provider that is confidential, highly sensitive, and/or protected by law (the “Confidential Information”), Service Provider shall comply with any and all applicable state and federal laws and University policies and procedures governing the use and/or safe-keeping of the Confidential Information, including but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Gramm-Leach Bliley Act, the Federal Trade Commission’s Red Flags Rule (collectively, “Privacy Laws”).

University Rights in University Data. University retains all rights to, title to, and interest in University data, and Service Provider’s use and possession thereof is solely for University’s behalf. University may access and copy any University data in Service Provider’s possession at any time, and Service Provider shall facilitate such access and copying in non-proprietary electronic form (e.g. CSV, XML) promptly after University’s request. Upon termination of the Agreement or upon request by University, Service Provider shall promptly return University data to University, and erase, destroy, or render unreadable all University data from Service Provider’s computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or request by University.

De-identified Data. In demonstrating the services, or in publications, marketing materials, or presentations, Service Provider may only demonstrate, publish, market, present, or use de-identified University data. Service Provider will ensure that all de-identified

data released, even sequentially, does not inadvertently contain data that can be aggregated in such a manner as to reveal identities. No de-identified data may be shared without University's authorization or until Service Provider ensures compliance with law.

Service Standard. Service Provider will use commercially reasonable efforts to make the services available 24 x 7, year round, excluding downtime for maintenance and emergencies. Service Provider will provide access to online support materials and will respond to requests for reasonable technical assistance via chat during its standard support hours, excluding federal public holidays in the United States and other Service Provider announced holidays. If University is not able to use the software for more than twenty-four (24) hours through no fault of its own, and University has paid in advance, then University shall be entitled to a credit equal to the amount paid by University on a pro-rata basis for the period of non-use or, if no credits are available or possible, then the term of the Agreement shall be extended automatically, at no cost to University for the number of days the software was not available to University.

SERVICE PROVIDER

**UNIVERSITY OF NORTH TEXAS [SYSTEM OR
INSITUTION NAME]**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____