



**Stephen F. Austin State University**

Procurement and Property Services  
Nacogdoches, Texas 75962-3030  
Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B1800014**

PO Date: **03/22/18**

Delivery Date:

**Supplier:**

Digital Architecture, LLC  
5015 S Florida Ave Ste 304  
Lakeland FL 33813-2563

**CONFIRM RECEIPT OF PURCHASE ORDER AND  
ACCEPTANCE OF DELIVERY DATE  
BY EMAILING PURCHASE@SFASU.EDU.**

meloal@sfasu.edu

**Send Billing Invoice to:**

Stephen F. Austin State University  
P.O. Box 6085  
Nacogdoches, TX 75962-6085  
ATTN: Accounts Payable

**Ship to:**

Office of the Registrar  
Rusk Bldg 204  
2008 Alumni Dr N  
SFA Box 13050  
Nacogdoches TX 75962

**Terms:** Net 30

**FOB:** Not Applicable

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	BOARD APPROVAL January 2018 Catalog and Curriculum System President authorized to sign associated contracts and purchase orders Funding Source: Designated funds ---- EXEMPT POLICY 17.1 - Direct Publications ---- TOTAL COST NOT TO EXCEED \$317,000 ---- Provide catalog and curriculum system solution, in accordance with three (3) year vendor agreement (iContracts #529033), signed 03/22/2018, for the period 03/22/2018 - 03/21/2021 ----			

**Purchaser:** Amberr Melo

(936) 4684472

**ADDITIONAL CHARGE:**

**DISCOUNT/TRADE-IN:**

**TOTAL: CONTINUED**

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer



**Stephen F. Austin State University**

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Item	Description	Quantity	Unit Cost	Total Cost
1	RE: R0064175 / B1800014 000P20911I SOFTWARE LICENSE - ANNUAL FEE Software Licensing Fees - YEAR 1 ONLY ---- This PO is for the period: 03/22/2018 - 03/21/2019	1.00 YRS	119,902.0000	119,902.00
2	000P20911C SOFTWARE - HOSTED OFF-SITE  Annual Hosting and Support Fees - YEAR 1 ONLY	1.00 YRS	32,592.0000	32,592.00
3	000P92435A TRAINING SERVICES FOR EMPLOYEES	1.00 YRS	84,500.0000	84,500.00

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:

DISCOUNT/TRADE-IN:

TOTAL: CONTINUED

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<http://www.sfasu.edu/purchasing/721.asp>**

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**STEPHEN F. AUSTIN STATE UNIVERSITY**

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**PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
4	Annual Professional Services Fees - YEAR 1 ONLY 000P20911C SOFTWARE - HOSTED OFF-SITE  Annual Hosting Fee - YEAR 2 ---- This PO is for the period: 03/22/2019 - 03/21/2020	1.00 YRS	32,592.0000	32,592.00
5	000P20911C SOFTWARE - HOSTED OFF-SITE  Annual Hosting Fee - YEAR 3 - FINAL YEAR ---- This PO is for the period: 03/22/2020 - 03/21/2021	1.00 YRS	32,592.0000	32,592.00

Purchaser: Amberr Melo

(936) 4684472

ADDITIONAL CHARGE:

.00

DISCOUNT/TRADE-IN:

.00

TOTAL:

302,178.00

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

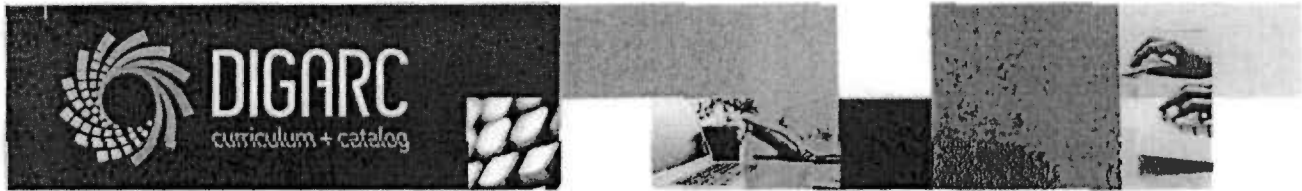
**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer



iContracts #529033

# **Stephen F. Austin State University**

## **Recorded Sessions Agreement**



## Recorded Sessions Agreement

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Client Name: Stephen F. Austin State University

We have agreed to record and deliver all training and consulting sessions. The recordings are supported by Digarc and will be accessible two ways: through an associated landing page or direct link to a particular session. **IMPORTANT; the recorded sessions will be supported by Digarc for no more than 60 calendar days after completion of the implementation.**

All key stakeholders or decision makers must be present and actively participating in all training and consulting sessions. It is our expectation that the purpose of the recorded sessions will be made for the informational benefit of institution staff members outside of the core team not currently involved in the implementation. The recorded sessions are not intended to replace a missed session.

By signing this document, you formally acknowledge that the recordings are for internal use *only*. Distribution of recordings to anyone except employees or other duly authorized representatives of your institution is prohibited without written approval by Digarc, Inc., *except as required by law.*

*V.K. 5-4-18*

*Vicki Kulis*  
Vicki Kulis  
Manager-Client  
Education

Signed,

<u><i>Baker Pattillo</i></u>	<u>5-3-18</u>
Signature	Date
<u>Baker Pattillo</u>	<u>President</u>
Print	Title

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Please return the signed approval form via email to ([hschwabland@digarc.com](mailto:hschwabland@digarc.com)) or by fax to 863-583-0766. You also should keep a copy for your records.

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Acalog™ and Curriculog™ are products of Digarc.

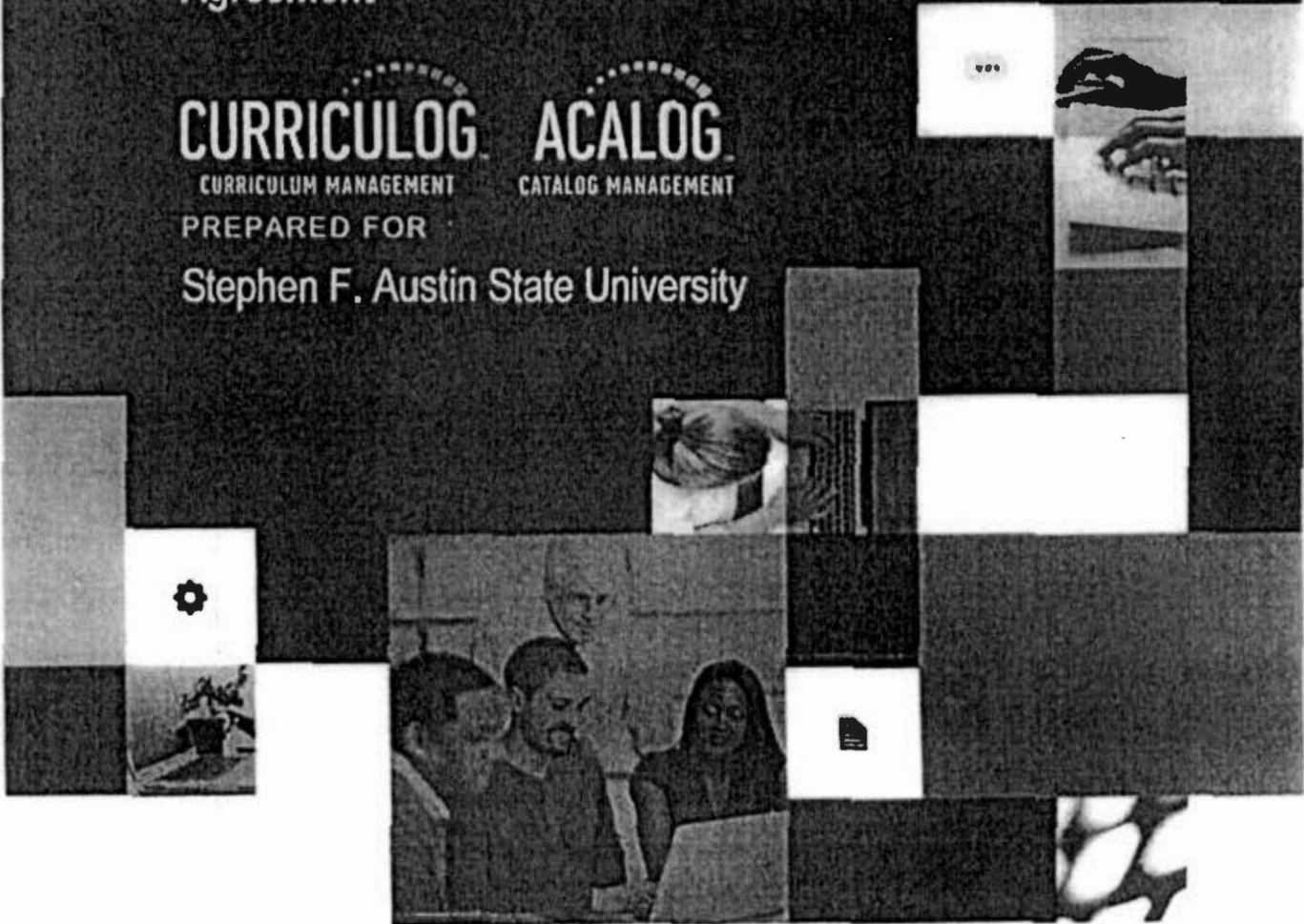
iContracts #529033



**Professional Services  
Agreement**



PREPARED FOR  
**Stephen F. Austin State University**

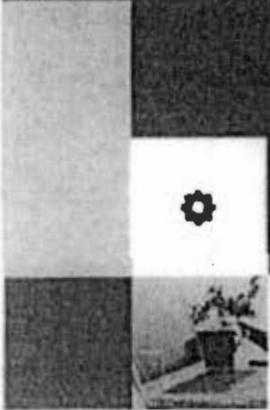


UPDATED: 05.01.17

iContracts #529033



Mark Triest  
SVP, DIGARC  
mtrest@digarc.com  
863-709-9012 x106



UPDATED 05.01 17





**5. Confidential and Proprietary Information**

- A. The parties acknowledge that in the course of Digarc's Services hereunder, Digarc may have access to confidential and proprietary information relating to the business of Client. Digarc recognizes and acknowledges the interest of Client in maintaining the confidential nature of its proprietary and confidential information and agrees that it will not for any reason or at any time, whether before or after termination of its engagement, directly or indirectly, disclose or use, except as required in the course of and in connection with its engagement with Client or when and as authorized in writing to do so by the Client, any information declared in advance by the Client to be proprietary or confidential (hereinafter referred to as "Proprietary Information"). Client and Digarc understand and agree that the terms of this paragraph shall survive the termination of this Agreement.
- B. All Proprietary Information shall be and remain the sole property of Client. Upon termination of its engagement hereunder, Digarc shall deliver all Proprietary Information promptly to Client and shall not make, retain or distribute any copies thereof, except as required in the course of and in connection with provision of services related to hosting the Client's academic catalog and curriculum management system.

**6. Inventions and Work**

- A. Client agrees that any work heretofore or hereafter prepared for Client, excluding the Deliverables, that results in new inventions, improvements, concepts, or ideas made or conceived by Digarc in connection with and during the performance of Services hereunder and related to the business of Client (collectively, the "Work") shall be the exclusive property of Digarc.
- B. Notwithstanding paragraph 6(A) above, Client acknowledges and agrees that Digarc may, in and in connection with its business of providing academic catalog and curriculum management solutions, and other professional and technological services to others, utilize general knowledge and know-how learned in performing Services hereunder; provided, however, that Digarc may not (i) use or disclose any Proprietary Information, or (ii) use or disclose any intellectual property of Client except as provided herein.

**7. Indemnification**

Except with respect to the parties obligation to indemnify the other pursuant to this Agreement, the parties agree that Digarc's liability to the Institution and Institution's liability to Digarc, for damages resulting from any cause whatsoever shall be limited to the charges paid by the Institution for the applicable item which is the basis of the claim.

Digarc will indemnify, hold harmless and defend Institution, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Digarc's breach of any obligations or duties relating to this Agreement and from any claim by a third party that any of Digarc's services or deliverables infringe the intellectual property rights of another. This indemnification obligation shall survive the termination of this Agreement. In addition, Institution will indemnify, hold harmless and defend Digarc, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and

RM  
to the extent allowed by law

expenses, including attorney's fees and litigation costs arising from Institution's breach of any obligations or duties relating to this Agreement.

**8. Term**

This Agreement shall continue in force until terminated in accordance with Section 9 of this Agreement, or until expiration upon completion of the Services and provision of the Deliverables.

**9. Termination**

- A. Termination for Cause. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a material breach of any provision of this Agreement, provided that, the breaching party fails to perform or cure said breach within thirty (30) days after written notice thereof.
- B. Rights and Obligations Upon Termination. Termination of this Agreement shall not affect rights and obligations accruing prior to the date of termination or relating to confidential or proprietary information. Upon termination, Client shall be responsible for and agrees to pay amounts owed for Services actually performed and invoiced in accordance with this Agreement prior to the date of such termination. Upon termination, Digarc shall deliver to Client all Work, whether finished or in process, performed in accordance with this Agreement.

**10. Governing Law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, without regard to principles of conflicts of law thereof.

**11. Waiver**

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

**12. Entire Agreement**

This Agreement sets forth the entire understanding between the parties relating to the subject matter of Services and Deliverables, and supersedes any previous understandings or agreements, written or oral, between Digarc and Client unless otherwise referred to in this agreement. This Agreement may be modified only by an agreement in writing signed by both parties.

**13. Agreement Binding on Successors**

This Agreement shall inure to the benefit of and be binding upon the Client and Digarc and their respective successors, executors, administrators, heirs and/or permitted assigns; provided, however, that Client may not make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of Digarc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 17th day of February, 2014.

14. Severability

The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision.

15. Headings

Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

16. Counterparts

The parties may execute more than one counterpart of this Agreement hereto, and each fully executed counterpart shall be deemed an original. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered as of the signed by the Institutional Representative below.

Stephen F. Austin State University Institutional Representative

By: Baker Pettillo Date: 2-13-18  
Print Name: Baker Pettillo  
Title: President  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

DIGARC

By: Roger Malach Date: 3-6-18  
Print name: Roger Malach  
Title: CFO



Office of the General Counsel

University Standard Contract Addendum is hereby incorporated into this document and all attachments thereto.

## Schedule A

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### PROJECT DESCRIPTION

Professional services include transition of the 2017-2018 General Catalog and Graduate Bulletin 2017-2018 into the academic catalog management system. Specific resources will be allocated at the discretion of Digarc. It is estimated that the project will be 16 to 18 weeks in duration. Start dates will be determined upon receipt of content, contracts and payment.

### STEPHEN F. AUSTIN STATE UNIVERSITY REQUIREMENTS AND RESPONSIBILITIES

#### Catalog Content

Digarc will schedule this project upon execution of this agreement. The project schedule will be reviewed by Client's Administrative Contact for the project, and confirmed during the initial project start meeting. It is assumed the Administrative Contact will make access to the items described below in a timely manner (within 5 business days). If access to the information is delayed, it may be necessary to modify the scope and/or schedule for the project.

The information required from the Client includes:

#### 1. Current Catalog

Client will provide an electronic copy of the text of the 2017-2018 General Catalog and Graduate Bulletin 2017-2018 to Digarc in PDF format. Client will also mail 4 hard-copy paper versions of the catalog to Digarc prior to the scheduling of the transition project. The hard copies should be either in book form, or printed on hole-punched paper (and should not be printed in duplex format). Alternatively, Digarc will submit the electronic catalogs provided to a vendor for printing and remit the cost to Client.

Client affirms that the catalogs provided are in their final form, and that the content as provided represents the reference documents that will be used to build the catalog in Acalog. However, it is fully expected that our consultants and Client may mutually agree to modify the way content is organized to optimize the display for a Web-based presentation. Requests for the addition or removal of content, or changes to wording or requirements may result in a scope modification (see below under Change Management).

#### Administrative Contact & Responsibilities

To ensure accurate and timely transition of all existing information, Client will provide access to one Administrative Contact, and one alternate contact. Client may have as many members on its project team as necessary, but any and all directives to the Digarc Implementation Team must come from the Administrative contact or alternate contact.

The Administrative Contact and alternate must participate in the training program. Training is a critical aspect of a successful implementation project. Because some concepts used in Acalog may be new or

unfamiliar, we coordinate training and consulting with each phase of the project to ensure Client representatives have a clear understanding of the tools and workflows that will be used to build and manage the catalog content. The training will include exercises providing participants with hands-on experience using the system. Participants must be prepared and willing to fully engage in the training program.

Both the Administrative Contact and alternate should have a thorough understanding of Client's curriculum, and must have experience using interactive Web forms (such as used in e-commerce and online banking). In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digarc's Implementation Team members.

### Change Management

Digarc is committed to meeting the goals, expectations, and timelines established by Client. Our project coordinators will provide Client with documentation so that Client can track progress, review timelines, and plan for key reviews, consulting, or training events that require input from Client. A successful outcome for the project requires diligence in meeting deadlines both by Client and by Digarc personnel.

We also recognize that it is sometimes necessary to make adjustments to schedules and project scope. In some cases, significant schedule changes required by Client, or requests for changes that are outside the scope of the project, may require additional hours, and will result in additional cost to Client. If our project coordinators identify scheduling issues that prevent our transition staff from moving forward on your project, or customer requests that are out of scope, we will notify you immediately and provide a written description of the scope change, and cost estimate.

Any scope changes must be approved by Client prior to being incorporated into a revised project plan and schedule, and a Purchase Order number for the cost of the modification must be provided by Client in order for the additional work to be performed.

### CATALOG PROJECT SCOPE

All catalog transition projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we recommend that a particular number of consulting hours be applied to a task. These tasks include:

- **Project Start/Content Review Consultation.** You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a detailed analysis of the supplied academic content and an outline of our recommendations and the options for the most effective ways to present your content in an e-catalog format.
- **Gateway Overview and Navigation.** We will work with you to define your e-catalog navigation (table of contents) and how we should best order, organize, and label front/back-of the matter. We also will begin the process of customizing your e-catalog Gateway to match the look and feel of your school's Website.

- **Hierarchy, Types and Courses Database Consulting.** We will document the functional relationship between your courses, programs, departments, and schools/colleges (if applicable), including type information, and course data points
- **Programs and Filters Build.** We'll work with you to establish a consistent template for your programs, create your programs in the system, and suggest the most effective ways to use system filters to display your program and other content.
- **Training.** Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.
- **Reviews.** You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.
- **Activation.** By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Acalog™ installation to you. This will be when you make your e-catalog Gateway live on your institutional Website, when you move into our standard Customer Care system, and when our team moves on to their next project.

The cost-estimate categories we associate with these tasks include:

- **Training and Consulting.** You likely will have been introduced to one of our Implementation Consultants prior to the start of the project. An Implementation Consultant will lead discussions with you that require content analysis and documentation. One of our Client Education Specialists will provide targeted training for you during the course of the project. They work in partnership with you and with the Project Coordinator. The number of hours assigned to this category will depend on pre-sales discussions you have had with a Senior Consultant or with your Account Executive. Please note that long distance telephone costs associated with call-in for training or consulting is the responsibility of Client
- **Project Management.** The Project Coordinator leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Coordinator will be your primary contact for the duration of the implementation.
- **Policy/Narrative Content Build.** This represents the time required to extract your front-of-the-book narrative content and enter it into Acalog.
- **Courses Database Build.** We will need to convert your text-based course information into distinct fields in a spreadsheet that can then be imported into system. This can be a very time consuming process, which will be reflected in the cost estimate.
- **Programs Build.** One of the significant benefits of a system like Acalog is that programs can be treated as data in the system. This creates tremendous efficiencies in management your content, but it also means we don't just cut and paste content in — we actually build your programs based on a well-defined template.

## ACALOG PROJECT COST

For Stephen F. Austin State University

Item	Description	No. of Hours	Rate per Hour	Cost
Project Management	Standard project management.	Hours: 26	\$100.00	\$2,600.00
Training	Standard Web-based training will be provided for up to two hands-on participants and any number of observers.	Hours: 18	\$150.00	\$2,700.00
Consulting	Consulting limited to that outlined in project tasks above.	Hours: 32	\$150.00	\$4,800.00
Associate Consulting	Consulting limited to that outlined in project tasks above	Hours: 28	\$100.00	\$2,800.00
Policy/Narrative Content	Creation of all narrative/policy content.	Hours: 70	\$75.00	\$5,250.00
Courses Database Build	Identification of course data fields, creation and import of courses file(s).	Hours: 120	\$75.00	\$9,000.00
Programs Database Build	Creation of programs template/style, Identification and construction of all programs.	Hours: 370	\$75.00	\$27,750.00
Gateway Integration	Blending of Gateway web elements to institution website.	Hours: 8	\$150.00	\$1,200.00
		Total Hours: 672	Total Cost:	\$56,100.00

Based on our discussions with the Client, we believe the hours allocated above will provide for an effective content transition and training. Delays, unusual requests, or scope change may require additional hours. The Project Coordinator will carefully monitor hours used, and will promptly notify the Administrative Contact in the event there is a possibility that allocated hours will be exceeded for any reason.

**Other Costs.** Some likely expenses are not included in the Project Cost above. Costs to be borne by the Client include its own long-distance telephone charges, possible charges for overnight shipping (if necessary), and printing (if necessary).

## CURRICULOG PROJECT DESCRIPTION

Professional services include:

- Application training (train-the-trainer model)
- Curriculum Consultation
- Project Management
- Conversion, creation and implementation of the institution's current curriculum development forms and processes (including users, roles and role types).

Specific resources will be allocated at the discretion of Digarc. It is estimated that the project will be 18 to 20 weeks in duration. Start dates will be determined upon receipt of content, contracts and payment.

## STEPHEN F. AUSTIN STATE UNIVERSITY REQUIREMENTS AND RESPONSIBILITIES

Digarc will schedule this project upon execution of this agreement. The project schedule will be reviewed by Stephen F. Austin State University's Administrative Contact for the project, and confirmed during the initial project start meeting. It is assumed the Administrative Contact will make access to the items described below in a timely manner (within 5 business days). If access to the information is delayed, it may be necessary to modify the scope and/or schedule for the project.

The information required from the Client includes:

### **All current Curriculum Development Forms and Process Charts**

Stephen F. Austin State University will provide an electronic copy of all existing curriculum development forms and models/charts depicting the current approval processes.

While the goal for the Curriculog project is to implement the institution's current processes, the nature of conversion from a manual paper process to an automated web-based one may result in extensive modification. It is fully expected that our consultants and Stephen F. Austin State University may mutually agree to modify the institutional processes to facilitate inclusion into the application. Requests for the additional changes after implementation of the approved modifications has begun may result in a scope change (see below under Change Management).

### **Administrative Contact & Responsibilities**

To ensure accurate and timely transition of all existing information, Stephen F. Austin State University will provide access to one Administrative Contact, and one alternate contact. Stephen F. Austin State University may have as many members on its project team as necessary, but any and all directives to the Digarc Implementation Team must come from the Administrative contact or alternate contact.

The Administrative Contact and alternate must participate in the training program. Training is a critical aspect of a successful implementation project. Because some concepts used in Curriculog may be new or unfamiliar, we coordinate training and consulting with each phase of the project to ensure Stephen F. Austin State University representatives have a clear understanding of the tools and workflows provided by our software applications. The training will include exercises providing participants with hands-on



experience using the system. Participants must be prepared and willing to fully engage in the training program.

Both the Administrative Contact and alternate should have a thorough understanding of Stephen F. Austin State University 's curriculum, and must have experience using interactive Web forms (such as used in e-commerce and online banking). In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digarc's Implementation Team members.

### Change Management

Digarc is committed to meeting the goals, expectations, and timelines established by Client. Our project coordinators will provide Client with documentation so that Client can track progress, review timelines, and plan for key reviews, consulting, or training events that require input from Client. A successful outcome for the project requires diligence in meeting deadlines both by Client, and by Digarc personnel.

We also recognize that it is sometimes necessary to make adjustments to schedules and project scope. In some cases, significant schedule changes required by Client, or requests for changes that are outside the scope of the project, may require additional hours, and will result in additional cost to Client. If our project coordinators identify scheduling issues that prevent our transition staff from moving forward on your project, or customer requests that are out of scope, we will notify you immediately and provide a written description of the scope change, and cost estimate.

Any scope changes must be approved by Client prior to being incorporated into a revised project plan and schedule, and a Purchase Order number for the cost of the modification must be provided by Client in order for the additional work to be performed

### CURRICULOG PROJECT SCOPE

All projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we recommend that a particular number of consulting hours be applied to a task. These tasks include:

- **Project Start/Product Demonstration.** You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a demonstration of the application and discussion of key concepts and capabilities.
- **Curriculum Process Review and Analysis.** Our consultants will review and evaluate your current curriculum forms and processes to determine the best approach for implementation. Discussions will include best practice recommendations, future considerations, potential issues, enhancements or revisions.
- **Proposal Form Development.** Our teams will create initial versions of all proposal forms for discussion and approval.
- **Workflow Modeling.** Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring

compliance with institutional goals needs while taking advantage of the process enhancements available through effective use of the application.

- **Training.** Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.
- **Reviews.** You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.
- **Activation.** By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Curriculum installation to you. At this point you move into our standard Customer Care system, and our team moves on to their next project.

The cost-estimate categories we associate with these tasks include:

- **Project Management.** The Project Coordinator leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Coordinator will be your primary contact for the duration of the implementation
- **Training.** One of our Client Education Specialists will provide targeted training for you during the course of the project. They work in partnership with you and with the Project Coordinator.
- **Consulting.** This represents the time required effectively analyze, discuss and document existing forms and processes including any best practice recommendations, future considerations, potential issues, enhancements or revisions to the current institutional processes.

- **AP Development.** Work includes:
  - *Proposal Form Development.* Our teams will create initial versions of all proposal forms for discussion and approval.
  - *Workflow Modeling.* Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring compliance with institutional goals needs while taking advantage of the process enhancements available through effective use of the application.
- **Users, Roles and Role Types.** This is the phase during which user accounts are created and the various user roles are defined and configured for participation in the workflow process.

Please note: The number of hours assigned to these categories will depend on pre-sales discussions you have had with a Senior Consultant or with your Account Executive. Please note that long distance telephone costs associated with call-in for training or consulting is the responsibility of Client.

#### CURRICULOG PROJECT COST

For Stephen F. Austin State University

Item	Description	No. of Hours	Rate per Hour	Cost
Administration and Project Management	Standard project management.	Hours: 24	\$100.00	\$2,400.00
Training	Web-based Administrator and End-user Training.	Hours: 20	\$150.00	\$3,000.00
Consulting	Consulting limited to that outlined in project tasks above.	Hours: 60	\$150.00	\$9,000.00
Associate Consulting	Consulting limited to that outlined in project tasks above	Hours: 32	\$100.00	\$3,200.00
AP Development	Creation of forms and processes.	Hours: 60	\$75.00	\$4,500.00
Users, Roles, and Role Types	Creation of users, roles, and role types.	Hours: 26	\$75.00	\$1,950.00
Systems Integration	Data integration with external systems.	Hours: 22	\$150.00	\$3,300.00
Single Sign On				\$1,050.00
		Total Hours: 244	Total Cost:	\$28,400.00

Based on our discussions with the Client, we believe the hours allocated above will provide for an effective content transition and training. Delays, unusual requests, or scope change may require additional hours. The Project Coordinator will carefully monitor hours used, and will promptly notify the Administrative Contact in the event there is a possibility that allocated hours will be exceeded for any reason.

**Other Costs.** Some likely expenses are not included in the Project Cost above. Costs to be borne by the Client include its own long-distance telephone charges, possible charges for overnight shipping (if necessary), and printing (if necessary).

## Schedule B

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### PAYMENT SCHEDULE

The cost for professional services are indicated in the "Project Cost" section in Schedule A above. Detailed payment terms are located in Schedule C of the separate " Software License & Hosting Agreement".

## STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum ("Addendum") is between Stephen F. Austin State University ("University") and the party represented in the signature block below ("Contracting Party") and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered iContracts #529033, between University and Contracting Party (the "Agreement"). Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and supersede all conflicting provisions, and Contracting Party waives any claim to the contrary.

1. Payment Terms. Payment terms for amounts due from University to Contracting Party under the Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
2. Representations and Warranties by Contracting Party. If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contracting Party has been duly authorized to act for and bind Contracting Party.
3. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contracting Party certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
6. Conflict of Interest. Contracting Party and each person signing on behalf of Contracting Party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.
7. Products and Materials Produced in Texas. If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contracting Party will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
8. Tax Exemption. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
9. Travel Expenses. If the Agreement requires University to reimburse Contracting Party for travel expenses, Contracting Party shall invoice all requests for reimbursement in accordance with the State

of Texas travel, meal and lodging reimbursement guidelines and limitations applicable to State of Texas employees.

10. Delivery, Title, and Risk of Loss. All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the goods or work prior to University's acceptance, such loss or damage will be Contracting Party's responsibility. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, and custom charges and any fees and duties in connection with shipment of goods. Delivery of any goods to University pursuant to the Agreement must be FOB destination. Contracting Party shall hold title to and risk of loss of goods under the Agreement, including during tender to carrier until final delivery to University, at which time title and risk of loss and damage to goods shall transfer to University.
11. Insurance. University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in the Agreement, regardless of the type of coverage required. For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter property owned or controlled by the University, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident and per employee; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk all-risk coverage ending at final completion in the amount of the construction cost, including protection against named windstorm and flood. Risk of loss of any portion of the Project shall remain with Contracting Party unless and until such portion of the Project passes into the exclusive possession and control of University. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured and must include an endorsement to the policy that expressly extends coverage to University as an Additional Insured. All policies required to be maintained by Contracting Party under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by University. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by University. Contracting Party shall provide University Certificates of Insurance evidencing these insurance requirements prior to the start of work. Insurance policies will not be cancelled or altered until after sixty (60) days' unconditional written notice to University. In accordance with Texas state law, University shall not name any individual or entity as Additional Insured on a University insurance policy.
12. Indemnification. CONTRACTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTING PARTY, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.
13. Subcontracts. If Contracting Party subcontracts any of the work set forth in the Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement and this Addendum. Contracting Party will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.
14. Access by Individuals with Disabilities. To the extent Contracting Party is providing Electronic Information Resources, as described herein, to University, Contracting Party represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to University under the Agreement ("Electronic and information Resources (EIR) Accessibility Warranty"; collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. University may review, test, evaluate and monitor Contracting Party's EIRs for compliance with the EIR

Accessibility Warranty. Contracting Party agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University's right to contest the Contracting Party's assertion of compliance with the EIR Accessibility Warranty. To the extent Contracting Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contracting Party represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Contracting Party fails or is unable to do so, then University may terminate the Agreement and Contracting Party will refund to University all amounts University has paid under the Agreement during the time Contracting Party was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.

15. Other Agreements. This Agreement and Addendum is the entire agreement between University (including University's employees) and Contracting Party. Contracting Party may enter into terms of use agreements, end user license agreements ("EULA"), shrink-wrap provisions, or other agreements or understandings with users of a site or software who are not University's employees. University shall not be liable for the actions of the users of any application, site or services, other than University's employees and to the extent permitted herein. In the event that Contracting Party enters into terms of use agreements, terms of services agreements, EULA, shrink-wrap, click-through or other agreements or understandings, whether verbal or in writing, with University's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the application, site or service, such agreements shall be null, void and without effect, and the terms of the Agreement and this Addendum shall apply. Contracting Party acknowledges and agrees that no University employee other than its President has the authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contracting Party's website unless such terms and conditions are set forth in the Agreement. Contracting Party may not unilaterally change any term or condition of the Agreement.
16. Termination for Convenience. University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contracting Party. University will only be liable for payment for Services received prior to the effective date of such termination.
17. Loss of Funding. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contracting Party and University may terminate the Agreement without further duty or obligation hereunder. Contracting Party acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
18. State Auditor's Office. Contracting Party understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contracting Party will include this provision in all contracts with permitted subcontractors.
19. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON

UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

20. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Contracting Party, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
21. Access to Public Information. Contracting Party is required to make any information created or exchanged with University pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
22. Confidentiality. During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contracting Party may come in contact with confidential information of University. Contracting Party agrees to treat as confidential the information or knowledge that becomes known to Contracting Party during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contracting Party's possession or control. Contracting Party shall further comply with all University information security policies that may apply.
23. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University's Title IX investigation; and, 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.
24. Publicity. Contracting Party shall not use the University's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University's prior written approval.
25. Compliance. Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
26. U.S. Department of Homeland Security's E-Verify System. By entering into the Agreement, Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to the Agreement, within the United States of America. Contracting Party shall provide, upon request of University, an



electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

27. Israel Non-Boycott Verification. Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.
28. Dispute Resolution: Governing Law. This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the 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 University and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Contracting Party's claim and any counterclaim and negotiate with Contracting Party in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contracting Party, (ii) neither the issuance of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

**UNIVERSITY**

Stephen F. Austin State University

Beto Patillo  
Signature  
Beto Patillo  
Name  
President  
Title  
3-22-18  
Date

**CONTRACTING PARTY**

Digital Architecture, LLC  
Party Name  
Roger Malah  
Signature  
Roger Malah  
Name  
CFO  
Title  
3-22-18  
Date



# Software License & Hosting Agreement

**CURRICULOG** **ACALOG**  
CURRICULUM MANAGEMENT CATALOG MANAGEMENT  
CURRICULUM MANAGEMENT AND PUBLISHING SYSTEM

PREPARED FOR  
**Stephen F. Austin State University**

Mark Triest  
SVP, DIGARC

This Software License & Hosting Agreement ("Agreement") is entered into between Digital Architecture, LLC, DBA DIGARC ("Digarc") a Delaware company with its principal place of business at Lakeland, Florida, and the Stephen F. Austin State University, ("Institution"), and will be effective as of the date signed by the Institutional Representative below ("Effective Date").

## SECTION 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated below:

1.1 The "Service" covered under this Software License & Hosting Agreement means, collectively, the services offered by Digarc via the Curriculog/Acalog Curriculum Development and Publishing System. Acalog is an Academic Catalog Management System (ACMS). Curriculog is an integrated but separate Curriculum Management System. The term "Service" shall be deemed to include the Acalog Publisher and/or e-catalog Gateway, and also the Curriculog Website, but shall not include software made available to users from Third Parties through or in connection with the Publisher, Gateway or Curriculog Website. Ownership and rights to Source Code are retained by Digarc and are not transferred pursuant to this Agreement.

1.2 "Documentation" means user guides, manuals, and materials developed for use with the Services.

1.3 "Intellectual Property Rights." The legal rights or interests evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patent-ability, but including patents, patent applications, trade secrets, and know-how; (2) any work of authorship, regardless of copyright-ability, but including copyrights and any moral rights recognized by law; and (3) any other similar rights, all on a worldwide basis.

1.4 "Institution", "Client", "User", or "Users" refers to the entity named above, but does not include any other entity which is or at any time becomes a subsidiary, parent, related but separate campus, or related entity of Institution. In addition, "User" or "Users" shall also refer to any faculty member, staff member, student or prospective student who uses the

Service pursuant to this Agreement. Except for guest-user access (non-authenticated), if enabled, Curriculog is not otherwise licensed for use by students.

1.5 "Institution's Representative" or "Rep" shall be an individual or any member of the Institution's staff or department which shall use or maintain the Service under this Agreement.

1.6 "Acceptable Use Policies" means the restrictions on the use of the Service and for the use of the Publisher and/or e-catalog Gateway generally, as defined in sections 3.4.2 through 3.5.4.

1.7 "Third Party" means any party other than DIGARC and the Institution.

1.8 "Publisher", "Gateway", and/or Curriculog Website means the administrative and e-catalog Websites(s) through which Digarc delivers or provides access to the Service.

1.9 "Software" refers to all proprietary or software and/or base code that is used to provide the Service.

## SECTION 2 GENERAL DESCRIPTION OF THE SERVICE

2.1 Digarc is a higher education solutions provider that hosts, implements, integrates, and supports an Internet-based Service that provides academic institutions with the ability to electronically manage a curriculum approval process, and to manage and publish academic catalogs. The Service is comprised of three separate Web-based applications. The Curriculog Website is a Web interface supporting a secure, password-protected and robust curriculum management environment. It is integrated with the Acalog Publisher, which is the administrative portion of the publishing system. The Acalog Gateway is a public e-catalog portal generated from the Publisher, and integrated with the Institution's website. Digarc provides the Service for a negotiated service fee (for hosting, support, and upgrades to the core products) that is distinct from the software license, as set forth in the Payment Schedule attached to this Agreement. Digarc warrants that the Service as demonstrated to the client and described herein will be free of defects, and such defects observed by the client will be repaired or modified by Digarc at its own cost.



SECTION 3  
LICENSE & OWNERSHIP RIGHTS


3.1 Grant of License. Subject to the terms of this Agreement (including payment of applicable fees), Digarc: (a) grants to Institution a limited, non-transferable, non-exclusive, perpetual license to Curriculog; and also a limited, non-transferable, non-exclusive, perpetual license to Acalog for display of up to two concurrent publication types (with unlimited archived versions); and to access and use the Service through the Curriculog Website, the Acalog Publisher, and one (1) e-catalog Gateway, solely to support Institution's normal course of business; provided, that, Institution may not (i) use the Service in a resale capacity, or (ii) process and/or analyze Third Party data in a commercial service bureau, timesharing, outsourcing, application service provider, or similar environment; and (b) that Digarc retains all right, title, and interest in and to the Service, and in any hardware, Software Application(s), content, and other technology, data, information and materials (as applicable) supplied or otherwise made accessible by Digarc in connection with the Service.

3.2 Restrictions. Institution will not, and will not permit a Third Party to (a) alter, modify, adapt, or create any derivative works of any part of the Service, including any Software Applications or any copyright, trademark, or other proprietary rights notices of any party; (b) copy, or permit a Third Party to copy any part of the Service or any of the Software Application(s), except to the minimum extent permitted by applicable United States Copyright laws; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any part of the Service including any Software Application(s); or (d) license, sell, transfer, lease, or disclose the Service including any Software Application(s). Digarc hereby reserves to itself and its licensors all rights not expressly granted to Institution herein. Institution shall have no rights in or to any part of the Service except as provided in this Agreement.

3.3 Permitted Uses. Institution may permit its staff, faculty, researchers, students, and prospective students to use the Service for academic and educational purposes only. The Service may not be used for any profit-making purpose, such as, for example, the development of commercial program

applications, including applications developed for Institution's own, internal use, such as administrative applications for the Institution.

3.4 Institution Responsibilities.

3.4.1 Compliance with Acceptable Use Policies for the Service. Institution will comply with the Acceptable use Policies of the Service (as defined in Section 3.4.2 through 3.5.4 of this Agreement), and will require its employees, agents and contractors authorized to access the Service to do so. Digarc may modify, revise and update the Acceptable Use Policies at any time and any such changes shall be effective upon written acceptance by the Institution. Digarc may also create a separate Acceptable Use Policies Agreement at a future date and this will likewise be in force and effective upon written acceptance by the Institution. ~~Institution bears responsibility for all damages, costs and expenses (including reasonable attorneys' fees) arising from or related to their breach of the Acceptable Use Policies.~~ *BP*  *RM*

3.4.2. Security of Passwords. As a registered user, Institution shall receive or establish one or more passwords and accounts. Maintaining the confidentiality and security of the passwords and accounts is solely the Institution's responsibility. Institution shall not divulge its password or account information to any Third Party. Institution is entirely responsible for all activities that occur on or through its account(s), and Institution agrees to notify DIGARC immediately about any unauthorized use of accounts or any breach of security of which Institution becomes aware. Institution agrees that Digarc and its affiliates shall not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor shall Digarc have any responsibility whatsoever for Institution's failure to comply with this Section.

3.4.3. Digarc's Security. Institution agrees that it is prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data or materials not intended for Institution or logging into a server or account which Institution is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host, or network,

including, without limitation, via means of submitting a virus to the Service or any part of the Service, or causing the overloading, "flooding", "mail bombing" or "crashing" of any part of the Service, or (d) sending unsolicited e-mail or "spam", including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or other posting; or (f) attempting to circumvent or alter the methods or processes Digarc uses to measure time, bandwidth utilization, or other methods to account for or document "use" of the Service. Violations of system or network security may result in civil or criminal liability, and temporary or permanent suspension of Services and login privileges. Digarc reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

3.5 Institution Information. With respect to any information, including but not limited to academic catalog content, files, images, or other materials, Institution provides to Digarc or other users while using the Service by posting the information, or transmitting or otherwise delivering the information to the Service via the Publisher, or by email, conventional, or any other means ("Information"), the parties agree to the following

3.5.1 Use of Information. All Information posted or obtained using the Service is the sole property of the Institution. While the Institution is solely responsible for its Information, Digarc in providing the Service is involved with Institution's transaction and may through the Service gather and store user Information, such as anonymous Web-browser tracking based on server logs, or user accounts associated with personalization features of the Service, on behalf of the Institution. Use of the Information by Digarc is subject to Digarc's privacy policy then in effect, and attached herein Schedule D.

3.5.2 Compliance with Laws. Institution may use the Service only for lawful purposes. Institution represents, warrants and agrees that its Information (a) does not and will not infringe any Third Party Intellectual Property Rights, or rights of publicity or privacy; (b) does not and will not violate or cause Digarc to violate any law, statute, ordinance,

or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); and (c) is not and will not be defamatory, trade libelous, obscene, unlawfully threatening, or unlawfully harassing.

3.5.3 Infringing Materials. Institution agrees not to use the Service to infringe on the Intellectual Property Rights of others, including without limitation to make copies, upload, download, or distribute intellectual property of any party without permission of the owner or in violation of law. Without limiting the foregoing, Institution may not, and by using the Service agrees not to, use the Service to: (i) transmit Information that is copyrighted, unless Institution is the copyright owner or has obtained the permission of the copyright owner to transmit it; (ii) transmit Information that reveals trade secrets, unless Institution owns them or has the permission of the owner to so transmit them; or (iii) transmit Information that infringes on any Intellectual Property Rights of others or violates the privacy or rights of publicity of others. Accordingly, Institution agrees that Digarc is neither responsible nor liable to Institution or any Third Party for any Information Institution posts, copies or modifies by Institution's use of the Service, regardless of the purpose of such posting. In addition, Digarc reserves the right, upon written notice to Institution, to remove or disable access to any Information that actually or allegedly violates any law or regulation or actually or allegedly infringes on Third Party copyright or other Intellectual Property Rights. Digarc shall in no event be liable for the good faith removal of or disabling of access to any such Information under this Section. It is the policy of Digarc to suspend or terminate the access and other rights of any party who repeatedly violates this provision. If Institution believes that its Information has been copied in a way that constitutes copyright infringement, please send an e-mail to your designated Digarc representative for notices of infringement.

3.5.4 No Viruses or Disabling Codes. Institution agrees that, without limiting the scope of any other term of this Agreement, it shall not knowingly transmit via its account or the Service any material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer

programming routines or engines that can reasonably be expected to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of Digarc's (or anyone else's) Services, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or transmit any materials that otherwise violate Digarc's rules or policies.

3.5.5 Limited Content Display

License. In order to enable Digarc to provide the Acalog e-catalog Gateway Service without violating any rights Institution has in its Information, Institution hereby grants Digarc a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, right and license to copy, display, distribute, transmit, and otherwise use the Information for performance of the Acalog e-catalog Gateway Services described herein only.

3.5.6 Acalog Web Services

Application Programming Interface ("Acalog API" or "API"). Access to and provision of the API is subject to the API Rules and Conditions as set forth in Schedule E of this Agreement. Digarc may, at its sole discretion, temporarily or permanently disable access to the API for failure to adhere to the API Rules and Conditions.

SECTION 4  
WARRANTIES

4.1 Warranties. Digarc makes no warranties with regard to the Service beyond what is expressly stated in this document and the attached and incorporated Schedules

4.2 No Infringement. The Services will not infringe the rights of any third party. Notwithstanding the foregoing, Digarc shall not have any liability to Institution under this section if the infringement or claim is based upon (i) the use of the Services in combination with other equipment or software which is not furnished by Digarc, or (ii) the Services after they have been modified or altered by Institution or other User. No cost or expenses shall be incurred for the account of Digarc without the prior written consent of Digarc.

SECTION 5  
LIABILITY LIMITATION

5.1 Limitation of Liability. Except with respect to the parties obligation to indemnify the other

pursuant to this Agreement, the parties agree that Digarc's liability to the Institution and Institution's liability to Digarc, for damages resulting from any cause whatsoever, shall be limited to the charges paid by the Institution for use of the Services relating to the cause of such damages.

5.2 Indemnification. Digarc will indemnify, hold harmless and defend Institution, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Digarc's breach of any obligations or duties relating to this Agreement and from any claim by a third party that any of Digarc's services or deliverables infringe the intellectual property rights of another. This indemnification obligation shall survive the termination of this Agreement. In addition, Institution will indemnify, hold harmless and defend Digarc, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Institution's breach of any obligations or duties relating to this Agreement

*BP*  
*to be extent permitted by law*  
*RM*

5.3 Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such cases may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes, hurricanes, named or numbered tropical weather systems, or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

SECTION 6  
SECURITY & ACCESS TO THE SERVICE

6.1 Digarc shall use commercially reasonable efforts to keep Client's information secure, and the Service available on a 24-hour-a day, 7-day-a-week basis, subject to scheduled downtime for maintenance purposes, unscheduled maintenance, and system outages. The parties acknowledge that, since the

Internet is neither owned nor controlled by any particular entity, Digarc can make no guarantee that any given User will be able to access the Service at any given time. There are also no assurances that access and Service will be available at all times or be uninterrupted, and Digarc shall not be liable to the Institution for failure of accessibility to the Service, due to failures of the Internet or for other causes beyond Digarc's reasonable control. Please see Schedule A of this Agreement for service level guarantees provided by Digarc.

## SECTION 7 TERM OF SERVICE

7.1 Agreement Term. This Agreement commences as of the Effective Date as indicated above. Client agrees to be subject to this Agreement (including payment of applicable fees) for the initial term ("Initial Term") indicated in the Payment Schedule. Parties agree to provide the other party notice of an intention not to renew ninety days (90) prior to the expiration of such term. (The Initial Term and the Additional Terms collectively constitute the "Term".)

7.2. Termination. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice; provided, however, that, (a) for any noncompliance with this Agreement, or Acceptable Use Policies, Digarc may terminate this Agreement in a shorter period of time if such termination is necessary for Digarc to avoid liability or to prevent a service interruption from the Internet Service Provider(s) that provide Internet access or related services to Digarc or (b) for Client's failure to timely pay fees due, Digarc may immediately terminate this Agreement. Subject to the prior sentence, Digarc will cooperate with Client to achieve an alternative to avoid early termination for breach. Notwithstanding anything to the contrary in this Agreement, either party shall have the right to immediately terminate this Agreement in the event the other party: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under United States Federal or state statute that is not cured within sixty (60) days; (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or

similar authority; or (d) has wound up liquidated, voluntarily or otherwise ceased to conduct its business in the normal course.

7.3 Upon Termination. Upon termination or expiration of this Agreement, Client shall immediately pay all amounts due to Digarc as of the date of termination or expiration (and all unpaid charges will be deemed to immediately become due), and immediately cease all use of the Service. Within ten (10) days after termination, Client shall return to Digarc all tangible portions of the Service and all Confidential Information in its possession or control. Termination or expiration of this Agreement does not affect any past or future sums due to Digarc or any legal or equitable remedies available to Digarc. Further, except as otherwise expressly provided herein, all of the Client's rights under this Agreement will end upon the termination or expiration of this Agreement. Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement, will survive the termination or expiration of this Agreement and remain binding upon and for the benefit of the parties hereto.

## SECTION 8 MISCELLANEOUS

8.1 Publicity. The parties shall have the right to disclose that they have entered into this license agreement and that the Institution provides the Service to its researchers, staff, and students.

8.2 Injunctive Relief. Because unauthorized use or transfer of the Software or User Documentation, or any information contained therein, may diminish substantially the value of such materials and may irrevocably harm Digarc, if User breaches the provisions of this Agreement, Digarc shall (without limiting its other rights or remedies) be entitled to equitable relief (including but not limited to injunctive relief) to protect its interests.

8.3 All notices shall be in English and in writing and personally delivered or sent by U.S. mail to the other party at its address set forth in the signature blocks below. The date of personal delivery or the date of mailing, as the case may be, shall be deemed to be the date on which such notice is given.



8.4 All rights and remedies of either party shall be cumulative and may be exercised singularly or concurrently. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

8.5 If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement. Digarc shall not be liable for failure to fulfill any of its obligations under this Agreement due to causes beyond its control.

*BP*  
~~8.6 Disputes. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) shall be resolved at the request of either party through binding arbitration.~~  
*RM*

*AP*  
8.7 Governing Law; Jurisdiction. This Agreement shall be governed and interpreted in accordance with the substantive law of the State of ~~Florida~~ *Texas*.  
*RM*

8.8 Non-Discrimination. Digarc shall not discriminate and shall comply with applicable laws and Institution policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status.

*AP*  
8.9 Pricing Information Confidential. Client agrees that any pricing information provided to client, or pricing negotiated as part of this Agreement, shall be deemed proprietary and confidential. Client agrees to keep such pricing information confidential, and to instruct its employees not to disclose such pricing information to any Third Party without the prior written consent of Digarc, *unless required by law*.  
*RM*

8.10 Independent Contractor. Digarc, its employees and subcontractors, if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the Institution, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to Institution's employees will accrue. Digarc will be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

8.11 Discontinuity of Operations. Should Digarc discontinue support of the Acalog hosting Service for any reason, the company will ensure a transition period for the customer, during which we will create a flat-file HTML version of the e-catalog Gateway (that does not require the Acalog software or database in order to function), which may be installed on the customer's own web servers to ensure that all current and archived catalogs remain available. With regard to Curriculog, they customer may, at any time, create archives of proposals either via the reporting tool (CSV format available) or by printing approved proposals to PDF for local network storage.

8.12 Counterparts. The parties may execute more than one counterpart of this Agreement hereto, and each fully executed counterpart shall be deemed an original. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered as of the date signed by the institutional representative below.

## Schedule A

### SERVICE LEVEL SPECIFICATIONS

The Service is accessible via a hosted website(s) maintained by Digarc.

Hosted Application Services— Service Level Specifications	
Service	Provision
<b>Network Services</b>	
Uptime	99.99 %
Data Transfer	10 GB / month (each additional 10GB @ \$100 / month)
Disk Space	10 GB (each additional GB @ \$10 / month)
Monitoring	24-hour ICMP monitoring
<b>Software</b>	
Acalog	Gateway (e-catalog portal)
	Publisher (secure administrative website)
Curriculog	Curriculog Website
Web Statistics (Acalog Gateway)	Google Analytics or similar tag-based system supported.
System Upgrades	Automatic to core product.
<b>Security and Backup</b>	
Firewall	Managed by Digarc.
Backup	Full backups are taken nightly and stored on Amazon's Simple Storage Service, and then archived to Amazon's Glacier service, weekly.
Required SSL/TLS Certificate (for Acalog Publisher and Curriculog Security)	Free use of a "wildcard" certificate paid for and maintained by Digarc (name.acalogadmin.com; name.curriculog.com)
<b>Support Services</b>	
Standard Support Services	E-mail (with emergency phone escalation)
Other Support	Per phone event (@ \$30 /quarter hour [15 min.])

Our commercial hosting provider guarantees 100% uptime of Internet connectivity to their redundant backbone and for hardware services. While we do not expect problems, we stand behind our service by promising to refund 50% of your monthly hosting fee for a network service outage for your Gateway that causes our system to be unreachable for a time period that exceeds 30 continuous minutes. After an additional 30 minutes in the same month, we will refund another 50%, for a total of 100% of your monthly fee. (Refund not to exceed one-month credit. Clients must provide notice of perceived outage within 24 hours to obtain refund. Digarc must be able to demonstrate outage was a result of problems within its hosted environment in order for refund to apply. Outages associated with a customer's local network, or elsewhere on the Internet are beyond our control, and do not qualify for a refund of service fees.)

System maintenance is for the purpose of upgrading and improving our software, as well as installing operating system security patches and other updates. We work to schedule any maintenance that may require an application to be offline (such as database changes) during evening hours, typically from 9:00 to 11:59 PM Eastern, and we work to limit these maintenance



**Office of the General Counsel**

University Standard Contract Addendum is hereby incorporated into this document and all attachments thereto.

*Acadlog Curriculum Software License & Hosting Agreement*

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Stephen F. Austin State University Institutional Representative

By: Brian Pattillo Date: 3-2-18  
Print Name: Brian Pattillo  
Title: President

DIGARC

By: Roger Malach Date: 3-6-18  
Print Name: Roger Malach  
Title: CFO

windows to no more than two per month. In the event we must schedule a maintenance window during the business day, we work to keep the window to no more than one hour. Your administrative contact will be notified in advance of scheduled maintenance.

## Schedule B

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### SUPPORT

#### Getting Started

Our technical team will set up your Gateway and Publisher, and Curriculog websites as part of the initial installation.

The Publisher website includes detailed HELP screens to provide comprehensive support for learning how to manage your catalog(s) using the Acalog ACMS. Training will be provided as specified in the Professional Services Agreement.

#### Ongoing and Emergency Support

The Acalog and Curriculog hosting, support and upgrade program includes unlimited email support. Emergency phone escalation support is available and you will be provided with an emergency support telephone contact number. During the first 30 days after your Acalog and/or Curriculog systems are activated, you will have unlimited free phone support. After 30 days, emergency phone escalation support is limited to no more than one call per week with a total continuous time of 30 minutes.

Additional phone support, or phone support beyond the emergency phone escalation support, will be billed at \$30 per quarter hour, with the start of each new quarter hour constituting a full quarter hour.

The telephone number for you to call for support is: 863-709-9012 ext. 202.

#### Additional Support & Professional Services

Many institutions are interested in Professional Services to maximize their catalog functionality and content. After an initial consultation to determine your school's specific needs, we can provide proposals to offer additional support.

#### Professional Services

Service	Rate
Consulting:	\$150/hour
Training:	\$150/hour (plus materials, travel, etc.)
HTML/CSS:	\$75/hour
Custom Programming:	\$125/hour
Phone Support:	\$30/.25 hour

## Schedule C

### PAYMENT SCHEDULE

<b>Software License &amp; Hosting</b>		
Based on FTE* of 11,133:		
Acalog License		\$59,951.00
Acalog Yearly Hosting, Support & Upgrades		\$16,296.00
<b>Acalog Software License &amp; Hosting Total</b>		<b>\$76,247.00</b>
Curriculog License		\$59,951.00
Curriculog Yearly Hosting, Support & Upgrades		\$16,296.00
<b>Curriculog Software License &amp; Hosting Total</b>		<b>\$76,247.00</b>
<b>Combined Software License &amp; Hosting</b>		<b>\$152,494.00</b>
<b>Professional Services</b>		
Acalog Catalog Transition		\$56,100.00
Curriculog Consulting & Training		\$28,400.00
<b>Combined Professional Services (See Separate Agreement)</b>		<b>\$84,500.00</b>
<b>Contract Total</b>		
<b>Contract Total**</b>		<b>\$236,994.00</b>

\*FTE equals 12-month averaged full-time equivalent enrollment based on IPEDS reporting.

### Stephen F Austin State University Payment Schedule Software License & Hosting Agreement

**Term \*** - The initial Term from the Effective Date shall be for 3 (three) years, during which the annual Hosting, Support, & Upgrades fee will be subject to an annual increase of no more than the higher of 5% or the increase in the consumer price index, as published by the U.S. Bureau of Labor Standards (<http://www.bls.gov/cpi/>) for CPI-U (All Items, not seasonally adjusted) for the 12-month period prior to the renewal date.

Following the initial Term, the agreement will automatically be renewed yearly unless notice is provided according to the requirements specified in Section 7.1.

**First Invoice – Payable upon contract execution.**

\$119,902.00	Combined License fees
\$32,592.00	Combined Hosting and Support
\$84,500.00	Combined Professional Services
<b>\$236,994.00</b>	<b>Total</b>

+ PO number, if required by Institution, to be provided within 3 business days of contract execution.  
Unless otherwise negotiated, payment is due upon receipt of invoice.

**Year Two - Due on or before the first anniversary of the execution of the original contract**

\$32,592.00*	Hosting and Support (*Subject to increase as defined above)
<b>\$32,592.00</b>	<b>Total</b>

**Year Three - Due on or before the second anniversary of the execution of the original contract**

\$32,592.00*	Hosting and Support (*Subject to increase as defined above)
<b>\$32,592.00</b>	<b>Total</b>

**Subsequent Years - Due on or before the first anniversary of the execution of the original contract**

\$32,592.00**	Hosting and Support
<b>\$32,592.00</b>	<b>Total</b>

\*\*Hosting fees are subject to modification on renewal based on: 1) an increase in the institution's FTE count; and 2) an increase in the consumer price index as published by the U.S. Bureau of Labor Standards (<http://www.bls.gov/cpi/>) for CPI-U (All Items, not seasonally adjusted) for the 12-month period prior to the renewal date.

## Schedule D

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### PRIVACY POLICY

#### We Take Our Customers' Privacy Seriously

This Privacy Statement describes the information gathered, used and disclosed by Digital Architecture, Inc., DBA DIGARC ("Digarc") on behalf of educational institutions ("Institution") that use the Acalog e-catalog Gateway portal ("Website") hosted on our servers to display online academic catalogs.

Digarc has Institution-specific contracts that prohibit Digarc from obtaining or sharing any personal information that may be gathered by or on behalf of our Institutional customers. However, Digarc does not restrict or control the use of such information by the Institution(s). Please reference the privacy statement published by the Institution(s) for information regarding that Institution's policies in regard to personal information.

Digarc is dedicated to ensuring the integrity of its personal information management so its customers or end users do not unknowingly break the law. Digarc may handle personal information of our Institutional customers' Website visitors and, before providing such information, must know who each client is, have proof of that client's identity, know how to contact that client, and occasionally verify how the client is using the Acalog ACMS.

#### Why We Collect Information

As a provider of outsourced academic e-catalog and other Internet-based technologies, Digarc electronically supports the collection and maintenance of limited personal information required by educational institutions from those who make use of certain e-catalog personalization features.

#### How We Collect Information

Each Institution controls whether to enable e-catalog personalization features. The Institution(s) may choose to permit e-catalog users to create a basic login account in order to save personalized e-catalog content. The information provided during registration, such as name, e-mail address, and institution affiliation, are used solely to support the ability for the user to store personalized content. The Acalog administrative workflow where personalization features may be enabled includes the following statement: "Note: The use of encryption (secure sockets layer, or SSL/TLS) for the Acalog ACMS Gateway is not required in order to enable the following options. As interpreted by the American Association of Collegiate Registrations and Admissions Officers (AACRAO), name or email information are 'not generally considered harmful or an invasion of privacy if disclosed' under the Family Educational Rights and Privacy Act (FERPA). You should, however, consult your institutional FERPA policy before enabling these options."

When personalization features are enabled, Digarc stores this information on its servers and makes the information available solely to our customer Institution(s). If the user creates a password, it is hashed prior to storage in the database.

Digarc gathers personal information primarily through "opt-in" forms. We use "cookie" technology to enable certain functionality within Digarc Internet software products. (Cookies are packets of information sent by a web server to a browser, stored temporarily by that browser, and then sent back to the server to enhance the experience for an end user.) Digarc cookies are used only for authentication and session state information. When a user's browser is closed, the cookie information is deleted.

Digarc does not use cookies to track or gather personal information about end users.

### **Tracking and Web Log Analysis**

Digarc maintains standard web log of browser connections and information requests. This information is maintained for security reasons in log files that are rotated on a regular basis. Only general browser agent information is maintained; no personal information is tracked. The web logs can be made available to Institutional customers on request, or to law enforcement with prior written permission from the Institutional customer, or lawful subpoena.

At the request of an Institutional customer, Digarc may apply page-based analytics code provided by the customer to support general browser tracking systems, such as Google Analytics (<http://www.google.com/analytics/>) or Yahoo Analytics (<http://web.analytics.yahoo.com/>).

### **Sharing Information**

Digarc does not share, sell, or rent any information gathered on behalf of our Institutional customers. Digarc does recognize that each Institution has a right to own and manage any personal user information collected or provided, and Digarc does not assume responsibility for the privacy practices of its Institutional customers.

### **Opt-In**

Digarc provides "opt-in" opportunities via its Acalog ACMS product to permit prospective students to request admissions assistance. We use an e-mail address to confirm registration and the validity of e-mail addresses.

### **Opt-Out**

Where applicable, Digarc provides end users with the opportunity to "opt-out" of receiving unsolicited communication from our Institutional customers.

### **E-mail Communication**

E-mail addresses are required in order to authenticate end users who wish to obtain personalization features. We do not rent out or sell e-mail addresses to third parties for unsolicited e-mail communications. We do not make use of e-mail addresses saved by the system to send unsolicited e-mail.

### **Security**

The Digarc Website has security measures that protect the loss, misuse and alteration of information under our control.



The Acalog ACMS requires a username and password combination to utilize secure system features. In addition, Digarc recommends to our clients that they employ secure sockets layer (SSL/TLS) technology where appropriate.

The Acalog ACMS has been designed to allow users to view only the information that they have been permitted to view according to our institutional partners' needs. Student users, for example, may only view information for their own portfolio of program and course information.

Digarc constantly monitors systems for unauthorized use. Tools employed to reduce attack vectors include firewalls, periodic administrator password rotations, use of non-standard ports for administrative access, monitoring and banning IPs with too many failed password attempts, continuous review and implementation of third-party security updates, and log file analyses.

Institutional customers only have access to their own demographic information based on use of a tracking system as described above. Institutional customers are responsible for and in control of any user information they choose to gather through the Acalog ACMS.

All Digarc employees are bound by agreements requiring them to maintain the confidentiality of any information they become privy to.

#### **Contacting Digarc about this Privacy Policy**

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

If you have any questions about this Privacy Policy, the practices of Digarc, or this Website, you can contact:

info@digarc.com  
Digarc  
PO Box 7791  
Lakeland, Florida 33807

## Schedule E

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### API RULES AND CONDITIONS

This Schedule sets forth the terms on which Digarc makes the Acalog API (as defined below) available for use by approved licensees of the Acalog ACMS. Access to and use of the Acalog API requires that a duly authorized representative of the Institution to agree to be bound by the following API Rules and Conditions.

#### Acalog API

The Acalog API provides the Institution with the ability to search and retrieve structured (XML formatted) public and private academic catalog content from the Acalog ACMS in order to build external services ("Applications") that rely on catalog content stored in Acalog.

The API is provided as an XML-based read-only Web service, which is secured by use of either a private or public key, which may be generated and obtained from workflow in the Acalog Publisher. The private key permits access to all catalog content, including content that may otherwise be set to a status of "inactive" or "not published". The public key limits access to content that is published and available through the Institution's Acalog e-catalog Gateway.

#### Rules and Conditions

1. Institution may use the Acalog API to develop Applications to search, retrieve, view, and display catalog content anywhere within its institutional website, and only under Institution's \*.edu domain. Institution is entirely responsible for the development of said Applications; and for security, maintenance, troubleshooting, performance, availability, usability, function, form, and applicability of use. API documentation will be provided.
2. Institution may permit its staff, faculty, researchers, students, and prospective students to use the Applications developed using the API for academic and educational purposes only.
3. Institution may use the API to develop Applications to integrate catalog content from Acalog with other campus systems, but may not provide API documentation ("Documentation"), or public or private API keys, to any third-party without the express written consent of Digarc.
4. Digarc shall have the right to use and adapt Institution's public catalog content available through the API in order to provide enhanced services to the Institution, to its customers, and to the general public.
5. Requests to the API by the Institution's Applications should not exceed 150 per hour. This rate limit is put into place to prevent excessive use of the API. Best practices should be observed to avoid exceeding this limit. They are as follows:
  - a. Caching. Store API responses in your Application or on your website if you expect high-volume usage. For example, avoid calling the API on every page load of your website. Instead, call the API infrequently, cache the response on your end, and display the local version on page loads.

- b. Prioritize and limit highly interactive hits. For example if you have a custom search that utilizes the API, implement your own limits such as total number of searches allowed by IP or preventing the user from performing a search more than once every 10 seconds. Caching search results is also a good idea.
6. You may apply to have the rate limit referenced above increased, by which your Application will be "whitelisted". Depending on use, the Institution may be required to pay an additional maintenance fee as compensation for additional bandwidth or system resources associated with use of the API beyond the rate limit. A request for whitelisting must be submitted via the Acalog Publisher Support module, and should include the following:
  - a. Describe your application in detail:
  - b. Will you be developing this in-house or is this for an external project:
  - c. Approximate number of hits per hour to the API:
  - d. Contact information for the project manager and lead developer for this application:
7. You may apply for permission to provide your public key to a third-party for use outside of your \*.edu domain. Such use may not violate the terms of this Schedule, or of the Software License and Hosting Agreement. The third-party may be required to execute a confidentiality agreement related to use of the API and related documentation. Depending on use, third-party or the Institution may be required to pay an additional maintenance fee as compensation for additional bandwidth or system resources associated with use of the API. A request for such use must be submitted via the Acalog Publisher Support module, and should include the following:
  - a. Business name and address of third-party:
  - b. Planned use of the API by the third-party:
  - c. Approximate number of hits per hour to the API:
  - d. Contact information for business and technical representatives of the third-party:
8. Institution may not separately extract and provide or otherwise use data elements from the API to enhance the data files of third parties.
9. Institution further agrees not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the API or API documentation.
10. If Institution becomes aware that any user of the API or Institution-developed Applications is in material breach of these API Rules and Conditions, Institution agrees to notify Digarc promptly of such breach by e-mail to support@digarc.com, and to take prompt corrective action at its expense to remedy such breach.
11. Digarc reserves the right, at its sole discretion, to disable use of and access to the API for failure to follow these Rules and Conditions. Digarc will, however, make a good-faith attempt to provide notice of breach, and provide reasonable time for correction prior to taking action to disable access to the API.



## STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum ("Addendum") is between Stephen F. Austin State University ("University") and the party represented in the signature block below ("Contracting Party") and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered iContracts #529033, between University and Contracting Party (the "Agreement"). Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and supersede all conflicting provisions, and Contracting Party waives any claim to the contrary.

1. Payment Terms. Payment terms for amounts due from University to Contracting Party under the Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
2. Representations and Warranties by Contracting Party. If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contracting Party has been duly authorized to act for and bind Contracting Party.
3. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contracting Party certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
6. Conflict of Interest. Contracting Party and each person signing on behalf of Contracting Party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.
7. Products and Materials Produced in Texas. If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contracting Party will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
8. Tax Exemption. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
9. Travel Expenses. If the Agreement requires University to reimburse Contracting Party for travel expenses, Contracting Party shall invoice all requests for reimbursement in accordance with the State

of Texas travel, meal and lodging reimbursement guidelines and limitations applicable to State of Texas employees.

10. Delivery, Title, and Risk of Loss. All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the goods or work prior to University's acceptance, such loss or damage will be Contracting Party's responsibility. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, and custom charges and any fees and duties in connection with shipment of goods. Delivery of any goods to University pursuant to the Agreement must be FOB destination. Contracting Party shall hold title to and risk of loss of goods under the Agreement, including during tender to carrier until final delivery to University, at which time title and risk of loss and damage to goods shall transfer to University.
11. Insurance. University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in the Agreement, regardless of the type of coverage required. For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter property owned or controlled by the University, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident and per employee; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk all-risk coverage ending at final completion in the amount of the construction cost, including protection against named windstorm and flood. Risk of loss of any portion of the Project shall remain with Contracting Party unless and until such portion of the Project passes into the exclusive possession and control of University. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured and must include an endorsement to the policy that expressly extends coverage to University as an Additional Insured. All policies required to be maintained by Contracting Party under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by University. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by University. Contracting Party shall provide University Certificates of Insurance evidencing these insurance requirements prior to the start of work. Insurance policies will not be cancelled or altered until after sixty (60) days' unconditional written notice to University. In accordance with Texas state law, University shall not name any individual or entity as Additional Insured on a University insurance policy.
12. Indemnification. CONTRACTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTING PARTY, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.
13. Subcontracts. If Contracting Party subcontracts any of the work set forth in the Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement and this Addendum. Contracting Party will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.
14. Assignment. Contracting Party shall not assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of University. Contracting Party shall not delegate any performance under this Agreement, except with the prior written consent of University. Any purported assignment of rights or delegation of performance in violation of this provision is null and void.
15. Access by Individuals with Disabilities. To the extent Contracting Party is providing Electronic Information Resources, as described herein, to University, Contracting Party represents and warrants

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that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to University under the Agreement ("Electronic and information Resources (EIR) Accessibility Warranty"; collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. University may review, test, evaluate and monitor Contracting Party's EIRs for compliance with the EIR Accessibility Warranty. Contracting Party agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University's right to contest the Contracting Party's assertion of compliance with the EIR Accessibility Warranty. To the extent Contracting Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contracting Party represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Contracting Party fails or is unable to do so, then University may terminate the Agreement and Contracting Party will refund to University all amounts University has paid under the Agreement during the time Contracting Party was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.

16. Other Agreements. This Agreement and Addendum is the entire agreement between University (including University's employees) and Contracting Party. Contracting Party may enter into terms of use agreements, end user license agreements ("EULA"), shrink-wrap provisions, or other agreements or understandings with users of a site or software who are not University's employees. University shall not be liable for the actions of the users of any application, site or services, other than University's employees and to the extent permitted herein. In the event that Contracting Party enters into terms of use agreements, terms of services agreements, EULA, shrink-wrap, click-through or other agreements or understandings, whether verbal or in writing, with University's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the application, site or service, such agreements shall be null, void and without effect, and the terms of the Agreement and this Addendum shall apply. Contracting Party acknowledges and agrees that no University employee other than its President has the authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contracting Party's website unless such terms and conditions are set forth in the Agreement. Contracting Party may not unilaterally change any term or condition of the Agreement.
17. Termination for Convenience. University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contracting Party. University will only be liable for payment for Services received prior to the effective date of such termination.
18. Loss of Funding. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contracting Party and University may terminate the Agreement without further duty or obligation hereunder. Contracting Party acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
19. State Auditor's Office. Contracting Party understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contracting Party will include this provision in all contracts with permitted subcontractors.
20. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF

LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

21. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Contracting Party, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
22. Access to Public Information. Contracting Party is required to make any information created or exchanged with University pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
23. Confidentiality. During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contracting Party may come in contact with confidential information of University. Contracting Party agrees to treat as confidential the information or knowledge that becomes known to Contracting Party during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contracting Party's possession or control. Contracting Party shall further comply with all University information security policies that may apply.
24. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University's Title IX investigation; and, 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.
25. Publicity. Contracting Party shall not use the University's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University's prior written approval.
26. Compliance. Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
27. U.S. Department of Homeland Security's E-Verify System. By entering into the Agreement, Contracting



Party certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to the Agreement, within the United States of America. Contracting Party shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

28. Israel Non-Boycott Verification. Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.
29. Dispute Resolution; Governing Law. This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the 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 University and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Contracting Party's claim and any counterclaim and negotiate with Contracting Party in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contracting Party, (ii) neither the issuance of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

**UNIVERSITY**

Stephen F. Austin State University

Signature Baker Patten  
 Name Baker Patten  
 Title President  
 Date 3-2-18

**CONTRACTING PARTY**

Party Name Digital Architecture, LLC  
 Signature Roger Maloch  
 Name Roger Maloch  
 Title CFO  
 Date 3-6-18