

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B2000780**PO Date: **01/01/20**

Delivery Date:

**Supplier:**Technolutions, Inc.  
234 Church St Fl 15  
New Haven CT 06510-1800**CONFIRM RECEIPT OF PURCHASE ORDER AND  
ACCEPTANCE OF DELIVERY DATE  
BY EMAILING PURCHASE@SFASU.EDU.**

teresa.rhodes@sfasu.edu

**Send Billing Invoice to:**Stephen F. Austin State University  
P.O. Box 6085  
Nacogdoches, TX 75962-6085  
ATTN: Accounts Payable**Ship to:**Admissions  
Rusk Bldg 206  
2008 Alumni Dr N  
SFA Box 13051  
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
1	EXEMPT POLICY - 17.1 - Direct Publication ---- In accordance with iContracts #778943 ---- Contract Term: 01/01/2020 - 06/30/2024 ---- RE: R0070089  000P20911I SOFTWARE LICENSE - ANNUAL FEE Technolutions Slate Admissions Software License ---- License tier for programs receiving fewer than 40,000 submitted applications per year. Includes full support services, all new features and	1.00 YRS	50,000.0000	50,000.00

**Purchaser:** Teresa Rhodes

(936) 4684460

**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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2	upgrades, hosting, customization, and new development ---- This PO is for the period: 01/01/2020 - 06/30/2020  000P20911I SOFTWARE LICENSE - ANNUAL FEE Technolutions Slate Admissions Software License ---- License tier for programs receiving fewer than 40,000 submitted applications per year. Includes full support services, all new features and upgrades, hosting, customization, and new development ----	1.00 YRS	100,000.0000	100,000.00

**Purchaser:** Teresa Rhodes

(936) 4684460

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

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Item	Description	Quantity	Unit Cost	Total Cost
3	This PO is for the period: 07/01/2020 - 06/30/2021 000P20911I SOFTWARE LICENSE - ANNUAL FEE Technolutions Slate Admissions Software License ---- License tier for programs receiving fewer than 40,000 submitted applications per year. Includes full support services, all new features and upgrades, hosting, customization, and new development ---- This PO is for the period: 07/01/2021 - 06/30/2022	1.00 YRS	100,000.0000	100,000.00
4	000P20911I SOFTWARE LICENSE - ANNUAL FEE	1.00 YRS	100,000.0000	100,000.00

**Purchaser:** Teresa Rhodes

(936) 4684460

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

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Item	Description	Quantity	Unit Cost	Total Cost
5	Technolutions Slate Admissions Software License ---- License tier for programs receiving fewer than 40,000 submitted applications per year. Includes full support services, all new features and upgrades, hosting, customization, and new development ---- This PO is for the period: 07/01/2022 - 06/30/2023  000P209111 SOFTWARE LICENSE - ANNUAL FEE Technolutions Slate Admissions Software License ---- License tier for programs receiving fewer than	1.00 YRS	100,000.0000	100,000.00

**Purchaser:** Teresa Rhodes

(936) 4684460

**ADDITIONAL CHARGE:****DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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**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).

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Purchasing Officer

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Item	Description	Quantity	Unit Cost	Total Cost
	40,000 submitted applications per year. Includes full support services, all new features and upgrades, hosting, customization, and new development ---- This PO is for the period: 07/01/2023 - 06/30/2024			

**Purchaser:** Teresa Rhodes

(936) 4684460

**ADDITIONAL CHARGE:****.00****DISCOUNT/TRADE-IN:****.00****TOTAL:****450,000.00**

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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

**TECHNOLUTIONS MASTER SERVICES AGREEMENT  
BETWEEN STEPHEN F. AUSTIN STATE UNIVERSITY  
AND TECHNOLUTIONS, INC.**

**THIS AGREEMENT** is entered into this January 1, 2020 (the "Effective Date"), between Stephen F. Austin State University, located in Nacogdoches, Texas (hereinafter, the "Client"), and Technolutions, Inc. (hereinafter, the "Provider"), having its principal place of business in New Haven, Connecticut;

**WHEREAS**, Client desires to retain the services of Provider as an application service provider to offer such services as further described in this Agreement, and Provider desires to perform such services;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree:

**1. DEFINITIONS**

The term "Confidential Information" has the meaning set forth in §6, below.

The term "Work Product" means all discoveries, improvements, materials, and work product relating to any part of the activities of the agreed upon services, whether before or after the Effective Date of Agreement, whether or not patentable or copyrightable, including, without limitation, the Contracted Services, and all intermediate and partial versions thereof, as well as all program materials, flow charts, notes, outlines, and the like created in connection therewith.

**2. STATEMENT OF SERVICES**

Subject to the terms and conditions of Agreement, Provider, as an application service provider, shall provide certain services ("Services") as described in such schedules as are executed from time to time by both parties to Agreement (each a "Schedule"), each of which shall be consecutively numbered and attached hereto. All such services shall be provided in accordance with the provisions of Agreement and the applicable Schedule. Each Schedule shall contain a description of the tasks and services to be performed or provided by Provider (each a "Contracted Service", and collectively the "Contracted Services"), a schedule of performance, acceptance criteria, compensation, and such other terms as the parties may mutually agree upon in writing. In the event of any inconsistency between the body of Agreement and any Schedule, the terms of Schedule shall prevail with regard to the services specified in such

Schedule.

iContracts #778943

**3. FEES; RECORD KEEPING**

**Fee for Services.** As compensation for all Contracted Services provided and Work Product generated under Agreement, Provider shall be entitled to the fees set forth in the relevant Schedule. Unless otherwise expressly provided in any Schedule, such fee shall be paid by Client within thirty (30) days of Client's receipt of an accurate invoice from Provider. Unless otherwise expressly agreed in writing, Client shall have no responsibility for Provider's expenses incurred in the performance of services under Agreement.

**Record Keeping.** Provider shall keep correct and complete records containing all information required for the computation and verification of the amounts invoiced to Client and other payments by Client required by way of any provision of Agreement. All books and supporting data shall be open at all reasonable times, for seven (7) years, following the end of the calendar year to which they pertain (and access shall not be denied thereafter, if records are reasonably available), for inspection and review by Client for the purpose of verifying Provider's invoices and Provider's compliance in other respects with Agreement. If in dispute, such records shall be kept until the dispute is settled.

**4. CONTRACTED SERVICES; ACCEPTANCE**

Each Contracted Service shall be subject to acceptance by Client to verify that the Contracted Services satisfies the acceptance criteria mutually agreed to by Client and Provider for such Contracted Service in the relevant Schedule. If the Schedule fails to set forth acceptance criteria for a Contracted Service, acceptability of such Contracted Service shall be based solely on Client's satisfaction therewith.

In the event that any Contracted Service does not conform to the acceptance criteria, Client shall give Provider written notice thereof and shall cooperate with Provider in identifying what aspect of the Contracted Service fails to conform. Provider shall, at no cost to Client, promptly correct any deficiencies which prevent such Contracted Service from conforming to the criteria. Upon completion of the corrective action by Provider, and at no additional cost to Client, the acceptance test will be repeated until the Contracted Service has successfully conformed to the acceptance criteria.

**5. WARRANTIES, REPRESENTATIONS**

Provider, who has been hired solely as an independent contractor, warrants and represents that (a) Provider is capable of fulfilling the terms of Agreement and is an expert in and fully acquainted with the Contracted Services; (b) Provider will comply with all federal, state and local laws, ordinances, rules and regulations, (c) Provider is under no obligation or restriction, nor will Provider assume any obligation or restriction which would in any way interfere or be inconsistent with its commitments under Agreement, (d) each Contracted Service, including, without limitation, all software and documentation provided pursuant to Agreement or any Schedule, will have all of the functions and features and perform as agreed by the parties in any Schedule, and (e) no portion of any software provided pursuant to Agreement contains any "back door," "Trojan horse," "virus," or other software routines designed to permit unauthorized access; to disable or erase software, hardware, or data; or to perform any other such actions. Further, Provider represents and warrants that neither it nor its employees, agents, or subcontractors will at any time introduce or cause to be introduced any such routine.

Provider has not embedded, and shall not embed, any open source, copyleft or community source code in any Work Product developed in connection with and/or as part of any Contracted Services, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement that, as a condition of modification or distribution of the third party software subject to such open source license: (x) requires the disclosure and/or distribution in source code form of any of Client's proprietary software or other Client intellectual property, derivative works thereof and/or other software incorporated into, derived from or distributed with such proprietary software or other Client intellectual property; (y) prohibits or limits Client from charging a fee or receiving consideration in connection with distributing any of Client's proprietary software or other Company intellectual property and/or derivative works thereof; or (z) requires the licensing to third parties of any of Client's proprietary software or other Client intellectual property, derivative works thereof and/or other software incorporated into, derived from or distributed with such proprietary software or other Client intellectual property.

**6. CONFIDENTIALITY; SECURITY; INTEGRITY OF DATA**

Provider acknowledges that, during the term of Agreement and in the course of performing its obligations hereunder, Provider may receive or become exposed to confidential, proprietary, or sensitive information of Client, and the end users of any Contracted Services provided hereunder, including without limitation, information regarding students,

applicants, prospective students, faculty, staff, and alumni of Client and other end users of services previously provided or made available by Provider or any Contracted Services (collectively, "Confidential Information"). Provider acknowledges and agrees that Confidential Information shall remain the exclusive property of Client. Provider shall not use and shall not permit any person or other entity to use the Confidential Information for any purpose other than as expressly required to perform its obligations under Agreement. Provider shall maintain all Confidential Information in confidence and shall not disclose any Confidential Information (or any summary or statistical data regarding Confidential Information) to any third party. Provider shall restrict access to Confidential Information to those employees who need to know such information to perform Services under Agreement. If and to the extent that Provider is permitted by Agreement to disclose Confidential Information to a third party, Provider shall be responsible for all acts and omissions of such third party and shall ensure that a written agreement is in force with such third party containing commitments no less strict than those set forth in this section.

Provider shall implement and maintain appropriate physical, electronic and procedural safeguards (which safeguards shall be no less stringent than that which is necessary to meet security standards considered reasonable and prudent for institutions of higher education and businesses performing the types of services described in Agreement) designed to (1) ensure the security, integrity and confidentiality of Confidential Information, (2) protect against any anticipated threats or hazards to the security, integrity, or confidentiality of Confidential Information, and (3) protect against unauthorized access to or use of Confidential Information, including, without limitation, implementing appropriate authentication and validation procedures and taking all steps necessary to meet the objectives of the Standard for Safeguarding Customer Information, as published in the Federal Register May 23, 2002, and codified at 16 CFR 314, as amended, supplemented and superceded from time to time. Without limiting Provider's responsibility for security (including, without limitation, authentication and validation procedures), integrity and confidentiality, before making any change that could reasonably be expected to affect the security, integrity or confidentiality of or related to any programs delivered or made available by Provider at any time, Client's Contracted Services or Client's Confidential Information (including, without limitation any changes to encryption requirements, password length and composition requirements, password rotation and expiration requirements, account creation, verification of identity, and termination of accounts), Provider shall confer with and obtain the prior written approval of Client's Information



**Security Officer.**

Provider agrees to periodically review and revise its security measures to meet the foregoing objectives and to meet or exceed standards for its industry and institutions of higher education as such standards evolve. Provider agrees to provide, when requested by Client from time to time, such information (including without limitation audits and test results relating to Provider's security measures) as may be reasonably requested. Without limitation on the foregoing, Provider shall report to Client, with all relevant detail, any instance in which it appears reasonably likely that Confidential Information has suffered unauthorized access, disclosure, misuse, or destruction, as soon as practicable but in no case later than three (3) calendar days after Provider learns of such incident. In addition, Provider shall report to Client any instance in which it suffers a significant breach of its information security program (which is deemed to include any incident noted by the auditors of Provider), whether or not such incident compromises the Confidential Information, including, without limitation, any instance in which Provider reports or receives an inquiry concerning any breach of its information security system to or from any law enforcement agency.

**Back-up:** Backups of Client data (including, without limitation, Confidential Information) that are stored off-site shall be encrypted and the encryption methodology shall meet standards no less stringent than that which is necessary to meet security standards considered reasonable and prudent for businesses performing the types of services described in Agreement and institutions of higher education.

**Data Transfer:** All data (including, without limitation, Confidential Information, passwords, user names, and other access codes) electronically transferred between Provider and Client shall be encrypted and the encryption methodology shall meet standards no less stringent than that which is necessary to meet security standards considered reasonable and prudent for businesses performing the types of services described in Agreement and institutions of higher education.

**Data Storage:** It is expressly understood and agreed that all Client data provided to Provider (including, without limitation, Confidential Information) will only be stored by Provider, if at all, on servers owned or managed by Provider, and housed in a data center operated or contracted by Provider. No exceptions to this will be permitted without the express written permission of Client.

**Electronic Commerce:** For application fees, enrollment deposits, and other electronic payments it captures directly, Provider agrees to adhere to all relevant operating rules,

including maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS) for credit and debit card transactions, NACHA Operating Rules for ACH transactions, and other network security and business practice guidelines adopted by the payment industry. Provider agrees to enable Client to access real-time payment reconciliation reports for all settled, settling, and unsettled funds. Provider agrees to remit to Client all settled funds, less transaction processing fees, within 30 days of capture by check or direct deposit.

**7. RELATIONSHIP OF PARTIES**

It is understood and agreed that Provider is an independent contractor (and not an employee or agent of, or joint venturer with, Client). Provider shall be solely responsible for determining the manner and means by which the services are accomplished, subject to the express condition that Provider shall at all times comply with applicable laws and regulations. Client shall have final approval over the acceptability of the Contracted Services, as described in §4. It is also expressly understood that Provider and Provider's employees and agents, if any, are not agents or employees of Client, and have no authority whatsoever to bind Client by contract or otherwise and shall not represent to any person or entity that Provider or any employee or agent of Provider has such power or authority.

**8. EMPLOYMENT TAXES AND BENEFITS**

Provider acknowledges and agrees that it shall be the obligation of Provider to report as income all compensation received by Provider pursuant to Agreement. Client shall make the payments due to Provider under Agreement without any deductions for withholding taxes, Social Security, unemployment, disability, amounts associated with workers' compensation insurance, payroll or similar taxes, in accordance with the status of Provider as an independent contractor. Provider shall indemnify Client and hold it harmless from and against any losses resulting from any failure of Provider to pay or withhold any such amounts or similar items in connection with any payments made to Provider by Client pursuant to Agreement on account of Provider, if any. Provider shall not be entitled to participate in any employee benefits plans, arrangements, or distributions by Client, including, without limitation, any bonus, stock option, profit sharing, insurance, or similar benefits. Client shall not be entitled to any compensation beyond that stated in Agreement.

**9. INTELLECTUAL PROPERTY**

- a. With respect to all Work Product which embodies or inherently requires the use or disclosure of Client's



Confidential Information:

- i. Provider will and hereby does assign to Client all of Provider's rights, title, and interest in and to all such Work Product, and to all Applications for Letters Patent and Applications for Copyright and for all Letters Patent and Copyrights granted thereupon covering all such Work Product, including, without limitation, all copyright and other proprietary rights thereto throughout the world (and all renewals and extensions thereof).
  - ii. Provider will promptly upon request by Client (at the sole expense of Client) execute, acknowledge, and deliver to Client such written instruments and do such other lawful acts as may be necessary in the opinion of Client and/or its Counsel, to obtain and maintain Letters of Patent or Copyright and to vest the entire right, title, and interest thereto in Client or in such subsidiary corporation as Client may designate.
  - iii. Provider hereby acknowledges and agrees that all works of authorship that are made by Provider (solely or jointly with others) within the scope of its consulting relationship with Client, are "WORKS MADE FOR HIRE" pursuant to §201(b) of the 1976 Copyright Act, and that all ownership of patent and/or copyright in such works shall vest entirely in Client. To the extent that the foregoing does not convey all rights in such works of authorship to Client, and in the event that the Work Product is not subject to copyright law, Provider agrees to assign, and does hereby assign to Client, all of Provider's entire right, title, and interest in and to all such Work Product and all copyrights, copyright registrations, patent applications filed, and patents granted thereon.  
  
Provider expressly acknowledges that such Work Product will be or contain valuable and proprietary information of Client, and Provider agrees not to disclose the same to any third party without the prior written permission of Client, or to use any such items to create any other services either for its own use, for the benefit of others, or otherwise.
- b. With respect to all Work Product which does not embody or inherently require the use or disclosure of Client's Confidential Information or may be cleansed of Client's Confidential Information, trademarks, service marks, and trade dress:

- i. Provider will and hereby does assign and grant to Client the world-wide, royalty-free right, for the duration of Agreement, to use all such Work Product and authorize others to do any or all of the foregoing on Client's behalf.
- ii. Client hereby acknowledges and agrees that Provider shall, subject to the license set forth above, retain all rights to such Work Product and that all works of authorship, included in the such Work Product, shall not be considered "WORKS MADE FOR HIRE" pursuant to §201(b) of the 1976 Copyright Act, and that all ownership of patent and/or copyright in such works shall vest entirely in Provider and may be licensed and distributed at the discretion of Provider, provided, that, in no event shall Provider have any rights whatsoever in Client's Confidential Information (including, without limitation, no right to use, disclose, license, or otherwise distribute Client's Confidential Information) or any right to use, disclose, license, or otherwise distribute any materials that include the name, trademark, service mark, trade dress, or other indicia of source of Client.

**10. INDEMNIFICATION**

Provider does hereby indemnify and shall hold harmless (including all costs of litigation and investigation and reasonable attorney's fees) Client, its corporate affiliates, and any employee or agent thereof against all claims of liability to third parties arising from (a) the gross negligence or willful misconduct of Provider or its agents in providing services to Client under Agreement, or (b) any breach or alleged breach of Agreement or any representation or warranty made by Provider in Agreement.

**11. PATENT AND COPYRIGHT WARRANTY AND INDEMNITY**

Provider represents and warrants that Client shall have the ownership rights set forth in §9 hereof and that the Work Product does not and shall not infringe any patents, copyrights, or other proprietary rights of any third party. Client shall have the full right to use and exploit such materials in accordance with the terms and conditions of Agreement without claims from any third party, including, without limitation, any employee, agent, or subcontractor of Provider. Provider shall promptly give written notice to Client in the event that, at any time, Provider learns or has reason to believe that any such materials infringes the patent, copyright, trade secret, or other intellectual property, proprietary, or contractual right of any third party.

Provider will indemnify and defend or settle any claim, suit, action, or proceeding brought against Client, to the extent that such claim, suit, action, or proceeding is based on a claim that Provider's Contracted Services to Client under Agreement constitutes an infringement or misappropriation of a patent, copyright, or other proprietary right. Provider will pay resulting costs, damages, and attorney's fees.

**12. TERM; TERMINATION**

The term of Agreement shall commence on the Effective Date and will terminate on June 30, 2024, unless (i) as of such date there is a Schedule in force with Contracted Services outstanding, in which case the term of Agreement shall continue until Provider has satisfied all obligations under such Schedule or Agreement is otherwise terminated by Client in accordance with its terms, (ii) Agreement is extended by the mutual written agreement of the parties, or (iii) Agreement earlier terminated as provided below.

Client may terminate Agreement or any Schedule with or without cause, at any time, by providing not less than sixty (60) days written notice to Provider. In the event of termination by Client in accordance with this subsection, Client will pay Provider any compensation due through the date of termination.

Within five (5) business days of termination or expiration of Agreement, Provider will surrender to Client any and all records, drafts, notes, memorandum, documents, and other tangible information, existing in any medium, which relate to the Contracted Services provided hereunder or were supplied by Client to Provider in connection with the Contracted Services provided hereunder including, but not limited to, Client's Confidential Information, and all copies, reprints, or reproductions thereof made by Provider in its possession or under its control (the "Data"). The Data is and shall remain the exclusive property of Client.

In the event of expiration or termination of Agreement, to the extent Provider has any continuing obligations under any Schedule, Provider shall, at no charge to Client, reasonably cooperate with Client and its designees to ensure a smooth transition of the Data to Client or its designee. Provider is obligated to provide the data in a format reasonably acceptable to Client.

The provisions of §5, 6, 9, 10, and 11, as well as any provision which by its intent and meaning is intended to survive, shall survive the expiration or termination of Agreement.

**13. SEVERABILITY**

It is understood that if any provision of Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from Agreement and the other provisions hereof shall remain in full force and effect.

**14. ENTIRE UNDERSTANDING**

It is understood that Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior oral and written understandings between the parties with respect to the subject matter contained herein. There are no promises, covenants, or understandings other than those expressly set forth herein. Agreement may not be modified except by written authorization signed by both Client and Provider.

*Client's Standard Contract Addendum*  
RF

**15. SUBCONTRACTORS; ASSIGNMENT**

Provider may not subcontract or delegate any of the services to be provided by Provider pursuant to Agreement to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity without the prior written consent of Client.

It is understood that neither Client nor Provider may assign any rights under Agreement without written consent of the other party. Subject to the foregoing sentence, Agreement shall be binding upon Client, its successors, and permitted assignees, and Provider, its successors, and permitted assignees.

**16. WAIVER**

It is understood that no delay or omission in exercising any right or remedy identified herein shall constitute a waiver of such right or remedy, and shall not be construed as a bar to or a waiver of any such right or remedy on any other occasion. Any waiver shall be effective only if in writing and signed by the waiving party.

**17. ARBITRATION**

If a dispute arises between the parties with respect to the performance or interpretation of this Agreement, the parties shall make good faith efforts to settle the dispute without the intervention of a third party. If such good faith efforts do not result in an agreed upon outcome, the dispute shall be resolved by arbitration in accordance with Title 9 of the U.S. Code (United States Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association (AAA) and submitted to binding arbitration in a location acceptable to both parties. The decision by a

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~~mutually agreed upon arbitrator shall be binding on the parties and shall be furnished in writing, specifically stating the findings of fact and conclusions of law on which the decision is based, and shall be issued within ninety (90) days following the empanelment of the arbitrator. Following a decision by the arbitrator specifically addressing each party's rights to costs and expenses, the successful party may be reimbursed by the other party for reasonable attorney's fees and costs or fees paid to the AAA in relation to the dispute under this Agreement. Otherwise, the costs of the arbitration shall be determined in accordance with the rules of the AAA. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.~~

## 18. NOTICES

Any notices required hereunder shall be in writing and shall be given to the parties by hand, by facsimile, by nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, for Client, at the addresses set forth below and, for Provider, at the address set forth in the relevant Schedule, with a copy to the address set forth below:

if to Provider:

Technolutions, Inc.  
234 Church St 15th Fl  
New Haven, CT 06510

if to Client, send a copy to:

Stephen F. Austin State University  
P.O. Box 13012, STA Station  
Nacogdoches, TX 75962

Notices shall be deemed to have been given upon actual receipt thereof. Either party may change its notice address by written notice to the other.

## 19. USE OF CLIENT'S NAME

Provider agrees not to use (a) Client's name, (b) the name of any agent of Client, or (c) any trademarks, service marks, or trade names owned or controlled by Client, in any sales, promotional, advertising, or other publication, without the express prior written permission of Client.

## 20. INSURANCE

Provider, for benefit of itself and any of its subcontractors, shall procure and maintain, through the term of Agreement, at Provider's sole cost and expense, the following types of insurance coverage:


- a. Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$4,000,000 umbrella excess liability including but not limited to premises/operations liability, independent contractor's liability, personal injury liability, contractual liability, products liability, completed operations liability, and broad form property damage liability;
- b. Special Form Property Insurance covering all of Provider's property, including but not limited to the contents of any office space used by Provider for any reason in support of this Agreement, computer equipment, direct physical loss or damage, coverage for computer hardware and software for its full replacement cost; and;
- c. Technology Errors and Omissions Liability Insurance in a minimum amount of \$7,000,000 per occurrence and \$7,000,000 aggregate combined single limit, covering the implementation of malicious code, theft or destruction of data and unauthorized access, and violation of information handling;
- d. Provider shall furnish insurance certificate as evidence of coverage for each insurance coverage listed above. Carriers to be used to provide coverage will be rated by A.M. Best, with at least an A-rating and a financial size category of at least Class VII.

## 21. LIMITATION OF LIABILITY

Client acknowledges that Provider delivers a complex service that requires the cooperation and service of third-parties. The limit of Provider's liability in contract, tort (including gross negligence), by statute, or otherwise to Client concerning performance or non-performance in any manner related to this agreement, for any and all claims will not, in the aggregate, exceed the total amount of coverage available pursuant to Provider's insurance coverage. In no event will Provider or Client be liable for any lost profits, special, indirect, consequential, incidental or punitive damages.

**IN WITNESS WHEREOF** Provider and Client agree that they have carefully read and understand the terms of Agreement and have signed Agreement on the dates written below.

**STEPHEN F. AUSTIN STATE UNIVERSITY**

  
By: Dr. Scott Gordon, President

Date: 1/8/2020

**TECHNOLUTIONS, INC.**

  
  
By: \_\_\_\_\_

Date: 1/9/2020

## Schedule I

## iContracts #778943

This Schedule I, effective as of January 1, 2020, forms a part of and is subject to the terms and conditions of the Master Services Agreement by and between Stephen F. Austin State University as supported through a single entity such as a central admissions office (“Client”), and Technolutions, Inc. (“Provider”) dated as of January 1, 2020 (the “Agreement”). This Schedule shall be valid only when signed by an authorized representative of each party. In the event of any inconsistency between this Schedule I and the Agreement with regard to the subject matter herein, this Schedule I shall prevail.

### General Requirements

Provider will license, host, and support an information management system (the Technolutions Slate information management system) for Client. As used in this Schedule I “Services” shall have the meaning set forth in the Agreement, except that it shall refer only to the Services comprising the services provided under this Schedule I. Provider will license any and all third party or auxiliary components required to make effective use of the Services, including server licenses to be held by Provider for duration of Agreement.

### Services

The comprehensive suite of Technolutions Slate services will be provided for the entire duration of Agreement. The license includes the complete functionality of Slate, including but not limited to supporting:

- All matters of outreach, including: the collection of prospect information via inquiry forms, information request forms, and other custom-built forms; the hosting of event registration forms, campus visit scheduling, and interview and audition scheduling; the hosting of online webinars and other modes of interaction; the uploading and import of lists and spreadsheets; the de-duping and consolidation of interactions; the management of ad-hoc datasets; the mass delivery of rich-text email communications, including the tracking of clicks, views, bounces, and opt outs; the recording of activities and communications for prospects, and the assignment of tags and flags; and the presentation of all constituent information on a single customized form.
- All matters of the application process, including the collection of applicant information as part of an online application; the electronic receipt of letters of recommendations; the self-service uploading of unofficial transcripts, resumes, essays, and other application materials; the uploading of digital portfolios, including audio, video, slides, websites, documents, and other media; the preview of the application form as rendered onto a client-provided PDF; reporting of materials as received and display to applicants via the secure application status website; the post-application upload of materials by applicants when requested; the digital upload and scanning of off-line materials by administrative users into an integrated digital imaging system connected with each applicant’s file; and the integration with Outlook and the direct upload of email communications and other notes.
- All matters of the application review process, including the custom development of an online system to accompany the review process, utilizing the web-based interactive Slate Reader; the rendering of the application onto client-provided PDFs, which may or may not be the same as the applicant-facing PDFs; interview and audition scheduling; bin management; status management; review and ratings forms;

granular permissions and routes for multi-department and multi-track implementations; summary sheets and other custom documents that re-present the information collected on the application; and the development of a print process to print just those materials that must be printed for a defined population.

- All matters of the post-application process, including the secure release of decisions online; the hosting of reply forms; the collection of enrollment deposits; the automatic opt-out and migration of data of applicants upon the conclusion of an application year.
- All matters of data management, including real-time access to all information; real-time querying via a graphical self-service query builder; information lookup via auto-completes and custom search forms; and the summarized/cubic reporting of data via custom reports, charts, and other presentations; and data integration within Slate to support communication to/from external systems.
- Full integration with organization branding, including the hosting of the application on the organization's domain (e.g., apply.slate.edu); the development of a site-wide template that mimics the design and branding of the organization's website, for brand consistency among all public-facing websites; and embeddable components and vanity URLs that may be used in marketing communications.

### **System Availability**

The system shall be available 365 days per year, with an uptime of 99.99%.

Scheduled System Maintenance shall be made between the hours of 2:00am to 5:00am Eastern Time on Sunday, upon 3 days advance notification to Client.

Provider shall use best efforts to perform emergency maintenance between the hours of 2:00am to 5:00am Eastern Time, except in the event of pending or actual failure of the system, giving as much notice as possible to the Client.

Provider shall notify Client of expected duration of all maintenance, and notify Client when the maintenance has been completed and the system availability has been restored.

### **Payment Schedule**

License tier for programs receiving fewer than 40,000 submitted applications per year.

Payments in the amount designated below shall be remitted to Provider within thirty (30) days of Client's receipt of a proper invoice, or upon written agreement of both parties to invoice and settle payment otherwise:

July 1, 2019—June 30, 2020

January 1, 2020: \$50,000

July 1, 2020—June 30, 2021

July 1, 2020: \$50,000

January 1, 2021: \$50,000

July 1, 2021—June 30, 2022

July 1, 2021: \$50,000

January 1, 2022: \$50,000

July 1, 2022—June 30, 2023

July 1, 2022: \$50,000

January 1, 2023: \$50,000

July 1, 2023—June 30, 2024

July 1, 2023: \$50,000

January 1, 2024: \$50,000

The pricing is for the comprehensive suite of Slate services, and includes full support services, all new features and upgrades, hosting, customization, and new development. There are no per-user charges.

### **Termination**

Termination by either party shall be subject to the notice requirements set forth in Agreement. This Schedule shall terminate on June 30, 2024.

### **Maintenance Plan**

Support and maintenance shall be provided at no additional charge for the duration of Agreement. Support includes the instruction of use and maintenance of Services. Maintenance includes the enhancement of Services for the purposes of ensuring application stability, security, and usability.



Accounts Payable Contact

Schedule Renewal Contact

Name	<u>Kimberly Applegate</u>	<u>Teresa Rhodes</u>
Title	<u>Accounts Payable Clerk</u>	<u>Contract Specialist</u>
Email	<u>accantspayable@sfasu.edu</u>	<u>Teresa.Rhodes@sfasu.edu</u>
Phone	<u>936.468.2447</u>	<u>936.468.4460</u>


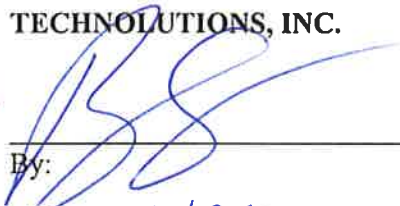
IN WITNESS WHEREOF Client and Provider have caused this Schedule I to be executed by their duly authorized representatives.

STEPHEN F. AUSTIN STATE UNIVERSITY

  
By: Dr. Scott Gordon

Date: 1-8-2020

TECHNOLUTIONS, INC.

  
  
By: \_\_\_\_\_  
Date: 1/9/2020

## 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 #####, 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

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

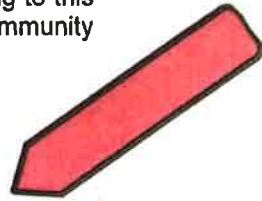
LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; 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. FERPA Compliance. To the extent applicable, Contracting Party agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment or "FERPA"), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by University in writing. Contracting Party further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contracting Party was made. Contracting Party shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Contracting Party shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Contracting Party destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Contracting Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Contracting Party. Contracting Party shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by this Agreement or in writing by University. Following this report, Contracting Party will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contracting Party will furnish a

confidential written report to University indicating the results of the investigation, what Contracting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contracting Party has taken or shall take to prevent future similar unauthorized use or disclosure.

25. 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.
26. 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.
27. Compliance. Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
28. 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.
29. Israel Non-Boycott Verification. To the extent that Section 2270.002, *Texas Government Code* applies, 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*.
30. 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

*Dr. Scott Gordon*

Name

*President*

Title

*1-8-2020*

Date

**CONTRACTING PARTY**

*Techolutions, Inc.*

Party Name

Signature

*Ryan Egan*

Name

*Director of Finance*

Title

*1/9/2020*

Date