



Stephen F. Austin State University

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

PO Number: B2200321
PO Date: 01/03/22
Delivery Date:

Supplier:

Love Advertising, Inc.
DBA: Love Advertising, Inc
3550 W 12th St
Houston TX 77008-6006

joneskk2@sfasu.edu

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

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

Ship to: Misty Wilburn
University Marketing Communications
Austin Bldg 121
2102 Alumni Dr
SFA Box 6100

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
	RE: R0074350 ---- BOARD APPROVAL - November 2021 (pertains to Lines #1 - #5) Media Buying Contract Administration recommends the president be authorized to sign all associated contracts and purchase orders Funding Source: Designated Funds ---- BOARD APPROVAL May 6, 2022 (pertains to Lines #6 - #10) Media Buying Contract Purchase Order Increase Administration recommends the president be authorized to sign a contract amendment in the			

Purchaser: Kim Jones (936) 4686551
Vendor ID: **20450943** Collegiate Licensed:
Req No: Employee/Employee Relationship:
Blanket Order: **B2200321**
HUB Status: Purchase Class: **Competitive Solicitation**

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

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.



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	<p>amount of \$100,000 per year for up to four (4) additional periods at the option of SFA and all associated purchase orders Funding Source: Other departments' budgets and grants or similar needs ---- Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual goods or services received. ---- This contract not to exceed \$350,000.00 in any one year and not to exceed \$1,750,000.00 in total over the possible five year period; In accordance with RFP #MEDIA BUY-21 awarded 11/03/2021; iContracts #982805 fully executed on 01/03/2022 and Amendment</p>			

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Item	Description	Quantity	Unit Cost	Total Cost
	No.1 to iContracts #982805 executed on 06/15/2022. ---- NOTE: LINES #1 - #5 CANNOT EXCEED THE AMOUNT OF \$250,000.00 EACH; LINES #6 - #10 CANNOT EXCEED THE AMOUNT OF \$100,000.00 EACH; NO EXCEPTIONS ---- This Blanket covers 01/03/2022 - 01/02/2027 ---- 03/24/2022 - UPDATE DOCUMENT TEXT; FLIP QTY AND UNIT PRICE & UPDATE ITEM TEXT IN LINE #1; ADD LINES #2 - #5 ---- 06/24/2022 - UPDATE DOCUMENT TEXT; ADD LINES #6 - #10 ----			

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Item	Description	Quantity	Unit Cost	Total Cost
1	06/28/2022 - UPDATE DOCUMENT TEXT 000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This PO is for the period: 01/03/2022 - 01/02/2023	250,000.00 YRS	1.0000	250,000.00
2	000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS	250,000.00 YRS	1.0000	250,000.00

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3	1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This PO is for the period: 01/03/2023 - 01/02/2024 000P96153A MARKETING SERVICES	250,000.00 YRS	1.0000	250,000.00
4	WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This PO is for the period: 01/03/2024 - 01/02/2025 000P96153A MARKETING SERVICES	250,000.00 YRS	1.0000	250,000.00

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5	WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This PO is for the period: 01/03/2025 - 01/02/2026 000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This PO is for the period: 01/03/2026 - 01/02/2027	250,000.00 YRS	1.0000	250,000.00

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6	000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This line specifically set up for all other departments use other than University Marketing Communications for the timeframe: 06/15/2022 - 01/02/2023	100,000.00 YRS	1.0000	100,000.00
7	000P96153A MARKETING SERVICES	100,000.00 YRS	1.0000	100,000.00

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Item	Description	Quantity	Unit Cost	Total Cost
8	WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This line specifically set up for all other departments use other than University Marketing Communications for the timeframe: 01/03/2023 - 01/02/2024 000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING	100,000.00 YRS	1.0000	100,000.00

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9	2. BRAND MANAGEMENT ---- This line specifically set up for all other departments use other than University Marketing Communications for the timeframe: 01/03/2024 - 01/02/2025 000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This line specifically set up for all other	100,000.00 YRS	1.0000	100,000.00

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10	departments use other than University Marketing Communications for the timeframe: 01/03/2025 - 01/02/2026 000P96153A MARKETING SERVICES WORK ACTIVITIES & DELIVERABLE DETAILS 1. MEDIA STRATEGY, PLANNING, BUYING 2. BRAND MANAGEMENT ---- This line specifically set up for all other departments use other than University Marketing Communications for the timeframe: 01/03/2026 - 01/02/2027	100,000.00 YRS	1.0000	100,000.00

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ADDITIONAL CHARGE:	.00
DISCOUNT/TRADE-IN:	.00
TOTAL:	1,750,000.00

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**AMENDMENT No. 1
TO SERVICES AGREEMENT**

This Amendment amends and supplements the Love Advertising Agency Services Agreement (“the Agreement”) fully executed on January 3, 2022, iContracts# 982805, between Stephen F. Austin State University, a public institution of higher education (hereinafter “Client”), and Love Advertising, Inc. (hereinafter “Agency”).

WHEREAS, Client and Agency entered into this Agreement on or around January 3, 2022;

AND WHEREAS, Client and Agency wish to amend the terms of the Agreement to incorporate the changes set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

Section 1 TERM OF ENGAGEMENT, item B’s original language “The term of this Agreement shall be for an initial one-year period to begin on the day the agreement is fully executed by all parties, with an automatic renewal each year for up to four (4) additional periods at the option of the Client. The total contract amounts are not to exceed \$250,000 in any one year and not to exceed \$1,250,000 in total over the possible five-year contract.”

is hereby amended to read as follows:

“The term of this Agreement shall be for an initial one-year period to begin on the day the agreement is fully executed by all parties, with an automatic renewal each year for up to four (4) additional periods at the option of the Client. The total contract amounts including the amendment are not to exceed \$350,000 in any one year and not to exceed \$1,750,000 in total over the possible five-year contract.”

All other terms and recitals in the Agreement shall remain in full force and effect. This Amendment shall supersede the Standard Contract Addendum attached to and made part of the original Agreement as to any conflicting terms and shall become binding upon signature of the parties below.

Stephen F. Austin State University


By: E-SIGNED by Steve Westbrook
on 2022-06-08 16:47:46 CDT

Name: Dr. Steve Westbrook

Title: President

Date: June 08, 2022

Love Advertising, Inc

By: 

Name: Brenda Love

Title: President

Date: June 15, 2022



**LOVE ADVERTISING, INC.
AGENCY SERVICES AGREEMENT**

Stephen F. Austin State University, located at 1936 North Street, Nacogdoches, Texas 75962 (referred to herein as Client or SFA) hereby retains Love Advertising, Inc., Texas corporation, located at 3550 West 12th Street, Houston, Texas 77008 (referred to herein as Agency or Love ADV) to provide advertising services in accordance with and subject to the following terms and conditions:

I. TERM OF ENGAGEMENT

- A. Client hereby engages and appoints Love ADV, and Love ADV hereby accepts such engagement as Client's agent to perform advertising services as more specifically set forth below and in addenda attached to this Agreement including approved scopes of work (SOW), budgets, estimates, plans, purchase orders, and the like, as well as SFA's Standard Contract Addendum. Client specifically authorizes Agency as its agency in media buying and digital services made by this Agreement and will execute any specific notices required by any media vendor.
- B. The term of this Agreement shall be for an initial one-year period to begin on the day the agreement is fully executed by all parties, with an automatic renewal each year for up to four (4) additional periods at the option of Client. The total contract amounts are not to exceed \$250,000 in any one year and not to exceed \$1,250,000 in total over the possible five-year contract period.

II. SUPPLIER COMMITMENTS

No commitments to media (digital or otherwise), suppliers, or other outside parties will be made by Agency on behalf of Client unless covered by a specific line-item reference in an approved budget or scope of work or otherwise previously authorized in writing by Client.

III. SERVICES

The Services that Agency will perform for client are described in the 2021-2022 Media Buying Campaign Scope of Work which shall be attached and made per this Agreement as if set forth verbatim, as well as any amended or additional Scope of Work or written approval signed by Client.

Love ADV is a full-service advertising agency. Client may request Love ADV to provide additional services in the future which may be added to this Agreement by the same process (subsequent mutually approved scope(s) of work). However, any and all services provided to Client by Agency during the time this Agreement is in effect will be covered by the payment terms and other terms of this Agreement.

In addition to the specific services agreed to in this Agreement or its addenda, Agency will provide Client with a campaign performance evaluation and/or evaluation of the other services provided under this Agreement on an annual basis.

IV. COMPENSATION AND REIMBURSEMENT

Agency compensation for work outside of the paid media services will be estimated for Client approval prior to commencing work via written estimates, SOWs, budgets, purchase orders, or the like which describe the services and other deliverables to be provided and the fees charged for each and basis for calculating such fees (hourly rates, commission percentages, flat fee, etc.). The Parties agree that such estimated pricing includes the possible variance of plus or minus ten percent. Agency will bill client at the rates, commission structures, and/or fees set forth in approved estimates, SOWs, budgets, purchase orders, etc. which shall be addenda to and made part of this Agreement. Any actual costs or fees that are within ten percent (10%) of the approved estimates may be billed by Agency and will be paid by Client after such actual costs and fees are available.

If any proposed actual costs shall be higher than ten percent (10%) over the approved estimates, Agency will alert Client and obtain written approval for the new increased estimate before proceeding (email approval is acceptable).

A. Additional services available to be considered and estimated as needed could include:

- a. Public Relations
- b. Creative Services
- c. Website Development
- d. Email Marketing
- e. SEO
- f. Production
- g. Brand Guidelines
- h. Special projects

B. No charges to Client for faxes, postage, local/long-distance calls, copies, color copies, deliveries, or other Agency administrative costs incurred in the normal course of business.

C. Any "hard costs" for projects will be quoted and approved by the Client before execution.

D. For purposes of state sales tax, the Agency agrees to act as Agent for Client pursuant to Texas Comptroller Administrative Rule 3.321, which exempts the Agency from charging sales tax on concepts, copywriting, account service, public relations, and other services the State of Texas considers nontangible.

E. Services that produce tangible property may be taxable including, but not limited to, production of final print-ready files for delivery to printers or Client, work done for website development, updates and maintenance, and HTML coding of email marketing.

V. BILLING AND PAYMENT PROCEDURES

It is mutually agreed that Agency shall not finance Client's marketing or advertising expenditures. Agency shall bill Client, and Client shall pay Agency as follows:

- A. The cost of production materials (if needed) shall be billed by the Agency from Client-approved estimates including applicable sales and use taxes. Production invoices shall be rendered on or about the second week of each month. If a production invoice will need to be paid immediately upon receipt due to utilization of outside vendor or hard costs, client will be alerted before commencing such work.
- B. All Agency Invoices (paid media and otherwise) shall be pre-billed and pre-paid by Client. Actual costs and charges for work outside of the paid media services will be reconciled against the estimated costs and charges upon completion of the project, or periodically during the term of the contract as such actual charges become available, and shall be billed to client and sent with supporting documentation and explanation of the variance from the estimate. Client agrees to pay additional charges upon receipt of such reconciliation invoices or statements within 30 days of receipt of such invoices.
- C. Any invoice not paid when due will incur twelve percent (12%) annual interest, with such interest being calculated on the total balance remaining on a monthly basis and added to the amount due from Client to Agency. Agency may stop work if payments are not timely paid, and/or may terminate the Agreement pursuant to Section VIII.
- D. Any media services will be estimated by Love ADV and approved in writing by Client before placement. If the media plan is bought, negotiated, and placed by Love ADV but canceled by Client before airing, the Client will pay Love ADV the full twelve percent (12%) agreed upon commission.

VI. COMMITMENTS ON BEHALF OF CLIENT

- A. Agency will obtain authorization from Client before making any commitment on behalf of Client. Matters covered by a specific line-item reference in an approved budget or estimate shall be deemed authorized for these purposes.

VII. INDEMNIFICATION

- A. Client shall be responsible for the accuracy, completeness, and propriety of information concerning its organization, products, competitor's products, and services that Client furnishes to Agency in connection with the performance of this Agreement. Accordingly, to the extent permitted by law, Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, suit and expense (including reasonable attorney's fees and costs) ("Loss") which may be incurred by Agency as the result of any claim, suit or proceeding brought or threatened against Agency based upon the use of said information, materially unchanged, as explicit claims in public relations/promotional materials which Agency prepared for Client and which were approved by Client.

In addition, Client shall defend, indemnify, and hold Agency harmless in respect to any Loss which Agency may sustain resulting from any claim, demand, suit or proceeding made or brought against it arising from the nature or use of any of Client's products or services, as well as claims of infringement arising from Agency's adherence to Client's



instructions or directions which do not involve items of Agency's origin, design or selection.

Notwithstanding anything contained herein, Client shall not be obligated to indemnify Agency as a result of the negligence or willful misconduct of Agency.

- B. Agency will defend, indemnify, and hold Client harmless from any Loss based upon or arising out of third-party claims brought or threatened against Client in connection with the negligence or willful misconduct of Agency; or for any infringement of copyright or of title or slogan, or piracy, plagiarism, or unfair competition or idea misappropriation under implied contract committed or alleged to have been committed in any publicity article, broadcast, or telecast, and arising out of Agency's services to Client hereunder, except for such claims which arise solely out of the circumstances set forth in paragraph VII A above.
- C. If any claim does arise out of the circumstances set forth in paragraph VII A above, then Client will defend, indemnify, and hold Agency harmless from any Loss based upon or arising out of third-party claims brought or threatened against Agency in connection with the negligence or willful misconduct of Client.

This Article VII, insofar as it applies to work undertaken while this Agreement is in effect, shall survive the termination of this Agreement.

VIII. TERMINATION

- A. This Agreement may be terminated, without cause, by either party giving not less than sixty (60) days prior written notice to the other party. Both parties shall be obligated to deal in good faith and in a routine manner and are bound by all terms of this Agreement during such sixty (60) day period.
- B. This Agreement may be terminated for cause if a party has materially breached the Agreement where the defaulting party has been given written notice of its deficiencies and has failed to correct such deficiencies within fifteen (15) days after receipt of the notice. Termination for cause shall be effective at the expiration of the cure period. This provision shall not constitute an election of remedies by, or liquidated damages to, the terminating party. The terminating party shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the defaulting party.
- C. Upon termination of this Agreement for any reason and upon receipt of payment of all amounts owed, Agency shall transfer, assign, and make available to Client or designated Client representative, (i) all property and materials in Agency's possession or control provided to Agency by Client in connection with the performance of this Agreement, (ii) any work commenced, developed, or produced by Agency and paid for by Client, and (iii) all information regarding Client marketing or advertising plans and projects. Such transfer shall include, but not be limited to, all electronic files, production, scripts, and materials whether in process or complete, and other creative materials whether in process or complete, in each case prepared, developed, or produced by Agency for Client pursuant to this Agreement. Agency also agrees to give all reasonable cooperation towards

transferring, subject to any required approval of any third parties, its interest in all reservations, contracts, and arrangements with advertising media, or others, or materials in each case yet to be used (including contracts that cannot be canceled) and all rights and claims thereto and therein, in each case provided that Agency is duly released from any obligations related thereto and has been paid in full all amounts owed by Client hereunder. Client understands and agrees that such materials may be subject to releases limited in time and scope.

Such information shall be provided at no charge to Client for time and effort involved in accumulating the materials. Delivery costs of the materials are billable at previously agreed upon rates and estimates.

Agency agrees that at termination of this Agreement, any unused advertising plans and ideas prepared by Agency for Client, for which Client has compensated or elects to compensate Agency hereunder, shall remain the property of Client regardless of whether or not the physical embodiment of the work is in the possession of Client.

IX. CONFIDENTIALITY

- A. "Client's Confidential Information" or the "Confidential Information of Client" or words of similar import shall mean all information and/or material relating to the Client (consisting of various procedures, systems, methods, business techniques, operational techniques, trade secrets, specification, and products associated with Client) and such other proprietary or confidential information as Client may designate from time to time as being confidential. Client's Confidential Information shall not, however, include any information which was previously known to Agency prior to the start of the parties' Agency/Client relationship, or is publicly disclosed by Client either prior to or subsequent to Agency's receipt of such information, or is rightfully received by Agency from a third party without obligation by such third party of confidence to Client. Agency shall hold Client's Confidential Information in trust and confidence for Client and shall not use Client's Confidential Information other than for Client's benefit. Except as may be authorized by Client, Agency shall not disclose Client's Confidential Information to any person other than those persons whose services are required or who have a need to know the same for purposes of carrying out Agency's obligations under this Agreement.

- B. "Agency's Confidential Information" or the "Confidential Information of Agency" or words of similar import shall mean all information and/or material relating to Agency (consisting of various procedures, systems, methods, business techniques, operational techniques, trade secrets, specifications and products associated with Agency) and such other proprietary or confidential information as Agency may designate from time to time as being confidential. Agency's Confidential Information shall not, however, include any information which was previously known to Client prior to the start of the parties' Agency/Client relationship, or is publicly disclosed by Agency either prior to or subsequent to Client's receipt of such information, or is rightfully received by Client from a third party without obligation by such third party of confidence to Agency. Client shall hold Agency's Confidential Information in trust and information other than for

Agency's benefit. Except as may be authorized by Agency, Client shall not disclose Agency's Confidential Information to any person other than those persons whose services are required or who have a need to know the same for purposes of carrying out Client's obligations under this Agreement.

X. GENERAL

- A. As between Client and Agency, any idea, plan, advertising material, or special material that is furnished to the Agency by Client or developed or prepared by Agency on behalf of Client and paid for by Client, will be the property of Client. Client shall have the right to use it, either in its original form or in an amended state, in any way which Client desires without limitation; but if any talent releases, including but not limited to, actors, models, voice talent, etc. are required by such use, it shall be the responsibility of Client to secure such releases and make any necessary additional talent payments. If any plan, advertising material, or special material developed or prepared by Agency on behalf of Client is submitted to Client and paid for by Client, it will be the property of Client regardless of whether the physical embodiment of the work is in Agency's possession in the form of copy, artwork, plates, recordings, films, tapes, etc.) and may not be submitted to other clients of Agency for their use.
- B. Client routinely works with export-controlled data and hardware. None of these export-controlled items can be published in any form or platform for public viewing. If Agency is provided access to any such data or hardware, Client will clearly identify such items as "CONFIDENTIAL EXPORT-CONTROLLED" when providing them to Agency. Client and Agency will work closely together to prevent any accidental breach, and Agency will promptly inform Client if such breach is discovered by Agency, and Client will promptly inform Agency if such breach is discovered by Client.


XI. MISCELLANEOUS

- A. Modification. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by both parties hereto.
- B. Successors, Assigns. The benefits and responsibilities of this Agreement run to each party's successors, assigns, parent companies, subsidiaries, officers, directors, and employees.
- C. Assignment. No party shall assign the whole or any part of this Agreement without the other party's consent, not to be unreasonably denied.
- D. Waiver. No waiver of any kind of a breach of this Agreement shall operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power, or remedy pursuant to a breach or default shall not impair any right, power, or remedy.

- E. Survival. Any obligations, which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination and remain in effect.
- F. Notices. Any notice given under this Agreement shall be in writing and shall be sent by certified mail and to the parties at their respective addresses above, with addition copies to Agency at kelley@loveadv.com and gloria@loveadv.com.
- G. Construction, Jurisdiction, and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its choice or construction of law principles. Any dispute concerning this Agreement not otherwise resolved by the parties privately or through pre-suit mediation shall be brought exclusively in the state district courts in Harris County, Texas.
- H. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction pursuant to any applicable statute or rule of law, the provision is to that extent to be deemed omitted, and the remainder of the Agreement shall remain in effect.
- I. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the understanding of the parties.
- J. Client Authority. Client personnel normally empowered to authorize Agency to make commitments on Client's behalf are listed below. However, Client warrants that Agency may accept work from any member of its marketing staff.
- K. Agreement for Award submission and Promotion. Client agrees that Agency may submit final materials, campaigns, or the like for consideration for advertising agency and media awards, and may list/publicize the SFA name and logo on Agency's own website and promotional materials as a client.

AGREED AND APPROVED:

LOVE ADVERTISING, INC.

By: 
Brenda Love, President

Date: 12-20-2021



STEPHEN F. AUSTIN STATE UNIVERSITY

By: E-SIGNED by Graham Garner
on 2022-01-03 15:25:35 CST
Graham Garner,
Chief Marketing Communications Officer

Date: January 03, 2022



Office of Procurement

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



Client Stephen F. Austin State University
Date 11.19.21

Product 2021-2022 Media Buying Campaign
SOW Version 1

The purpose of this Scope of Work proposal (SOW) is to provide detailed documentation that clearly defines the work Love Advertising, Inc. (Love ADV) will perform, and the deliverables Stephen F. Austin State University (SFA) will receive under this Media Buying Campaign product.

If you have any questions or need clarification of any part of this document, please contact the Love ADV Vice President of Media Kelley Rodriguez (kelley.rodriguez@loveadv.com) or Senior Brand Manager Gloria Raney-Hicks (gloria@loveadv.com) at your earliest convenience. By accepting and approving this document, you acknowledge your understanding and agreement to this SOW. Any requirement that falls outside the written specifications in this document will be considered "out of scope" and may require changes or amendment to the scope established, or a separate estimate and additional scope of work to be executed.

COST OF WORK

Stephen F. Austin State University

1. **Media Strategy, Planning, Buying** – The initial term of this Agreement and SOW shall be for a one-year period of time to begin on the day the agreement is fully executed by all parties, and shall renew automatically each year for up to four (4) additional annual periods at the option of Client. The total annual contract amount is not to exceed \$250,000 in any one year period of time (and not to exceed \$1,250,000 in total over a possible five-year contract period).
2. **Brand Management** -- 12% Love ADV media commission includes and covers the day-to-day brand and account management of this SFA SOW, including strategy, planning, buying, and other deliverables detailed in the Work Activities and Deliverable Details below.

WORK ACTIVITIES & DELIVERABLE DETAILS

1. MEDIA STRATEGY, PLANNING, BUYING

Deliverables by Love ADV

- **Media Strategy, Planning, Buying**
 - Generate a Media Input Brief in collaboration with Client stakeholders – including budget, targeting, markets, KPIs, etc.
 - Develop paid advertising plan focusing on digital media and student enrollment
 - Prepare flowchart with tactics, budgets, and flighting
- **Media Buying/Stewardship | 12% media commission on all media purchased***
 - Estimated media budgets to not exceed \$250k annually (this includes all commissions)

- Coordinate with media vendors to plan and implement media buys
- Distribute and track creative to required media partners
- Ongoing management and stewardship of media buys for real-time optimizations
- Monthly vendor invoice reconciliation
- Monthly client invoicing – media to be prepaid monthly upon invoice
- Monthly Digital Reporting: KPIs, leads, enrollment, etc.
- If any media is bought, negotiated, and placed by Love ADV but canceled by Client before airing, the Client will pay Love ADV the full twelve percent (12%) agreed upon commission on such media buy as if it had actually aired. Be advised that there are media vendor notice of cancellation deadlines that are beyond Love ADV's control, and that some media is not cancelable after placement

2. BRAND MANAGEMENT

Brand management monthly team support and service of the SFA Account.

- Main contact and brand steward of industry trends, strategy, and client communication
- Manage the weekly status calls with Love ADV brand team members and client team members
- Development of weekly status documents to inform and guide status calls
- General account stewardship and resourcing pending moving projects
- New project planning and scoping
- Budget management and reconciliation
- Monthly billing and updating of invoice worksheet
- Regular share of conversion data per method that is mutually agreed up by both parties (i.e. Google Analytics)

OUTSIDE OF STATEMENT OF WORK

UNPLANNED OPPORTUNITIES

Work not specifically identified within this SOW will be considered out of scope and costs and fees will be estimated separately in advance.

PRODUCTION AND OUTSIDE COSTS

Web development and hosting costs, media buy and placement costs, outside production costs, printing, postage and delivery costs to be handled or scoped separately by Love ADV.

AGREED AND APPROVED:

LOVE ADVERTISING, INC.

By: 
Brenda Love, President

Date: 12-20-2021

STEPHEN F. AUSTIN STATE UNIVERSITY

E-SIGNED by Graham Garner
on 2022-01-03 15:26:47 CST

By: _____
Graham Garner, Chief Marketing Communications Officer

Date: January 03, 2022 



Office of Procurement

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

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 #982805#####, 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 this 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 this Agreement, and the individual executing this 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 this 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 this Agreement, or in the services to which this Agreement 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 this Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this 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 this 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 this 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 this Agreement must be FOB destination. Contracting Party shall hold title to and risk of loss of goods under this 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 this Agreement, regardless of the type of coverage required. For the entire term of this 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 THIS 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 this Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of this 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 this 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 this 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 this Agreement and Contracting Party will refund to University all amounts University has paid under this 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 this 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 this Agreement. Contracting Party may not unilaterally change any term or condition of this 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 this 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 this 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 this 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 THIS 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 this 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 this 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 two (2) 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.

Confidential Information does not include information or data which:

- is generally available to the public prior to its disclosure; or
 - is generally known to Contracting Party prior to the disclosure thereof as evidenced by written and dated material in its possessions; or
 - through no fault of Contracting Party, becomes available to the public after the disclosure thereof;
 - is disclosed to Contracting Party by a third party having a bona fide right to do so; or
 - is approved for release by the written authorization of the University;
 - is disclosed pursuant to the requirement of a government agency or by operation of law;
- or
- is developed by Contracting Party completely independent of this Agreement.

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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 this Agreement, Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of this 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 this Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to this 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, this 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.** If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of University, and if Contracting Party is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to *Texas Government Code* Chapter 2271, Contracting Party affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this 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 this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by 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 this 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.
30. **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 Contract, 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 Contract, Contractor 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.

31. Contracts with Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.
32. Trafficking of Persons. Under Section 2155.0061, *Texas Government Code*, Contracting Party certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
33. Cybersecurity Training Certification. In accordance with Section 2054.5192, *Texas Government Code*, if Contracting Party, or a subcontractor, officer, or employee of Contracting Party, will have access to a state computer system or database, then Contracting Party shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, as selected by University. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Contracting Party shall verify to the University completion of the program by each such officer, employee, or subcontractor.
34. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including acts of God, strikes, national, state or local health emergency, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contracting Party agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.

UNIVERSITY

Stephen F. Austin State University

E-SIGNED by Graham Garner
on 2022-01-03 15:27:16 CST

Signature
Graham Garner

Name

OGC Rev. 8/2020

CONTRACTING PARTY

Love Advertising, Inc.
Party Name

Brenda Love
Signature

Brenda Love, President
Name

Chief Marketing Officer

Title
January 03, 2022

Date

President

Title
12-20-2021

Date