



PEARSON INCLUSIVE ACCESS AGREEMENT

Parties: This Pearson Inclusive Access Agreement (“Agreement”) is made between:

Customer	Pearson
The University of Texas at Austin	Pearson Education, Inc.
110 Inner Campus Drive	221 River Street
Austin, TX 78705	Hoboken, NJ 07030
Customer's Bookstore:	
University Co-Op	

A. Definitions: Definitions used in this Agreement are set forth on the attached Schedule A.

B. Customer Orders: During the Term (as defined below), Pearson offers Customer or Customer's Bookstore the right to purchase Pearson Products at the then-current Inclusive Access Price as set forth in Pearson's Inclusive Access Catalog, unless otherwise agreed to in writing by Pearson and Customer or Customer's Bookstore. Pearson Products purchased under this Agreement shall be used solely by Authorized Users, pursuant to the terms and conditions of this Agreement. Pearson reserves the right to annually adjust the Inclusive Access Prices (and related Maximum Resale Prices) under this Agreement, effective at the start of Customer's next fall academic semester. Pearson agrees to communicate any such upcoming adjusted Inclusive Access Prices (and related Maximum Resale Prices) to Customer during the prior spring academic semester. Any price adjustments will not increase more than an aggregate of four percent (4%) annually.

C. Census & Pricing Reports: Within ten (10) business days of the established Census Date of each Course Section, Customer or Customer's Bookstore will deliver to Pearson the Census and Pricing Report via email to custom.invoices@pearson.com and the Deactivation Report, if applicable, via email to DDAoptout@pearson.com, both with a copy to the assigned Services representative.

D. Billing and Payment: Pearson will invoice Customer or Customer's Bookstore for the applicable Inclusive Access Price of each Pearson Product utilized in a Course Section multiplied by the Billable Enrollment in such Course Section in each academic semester, as validated by Pearson. All amounts due to Pearson are payable within thirty (30) days of invoice date. Prices are exclusive of all sales and use taxes applicable to the transactions covered by this Agreement. If Customer claims tax-exempt status, Customer or Customer's Bookstore will provide Pearson with evidence of such tax exemption upon signing this Agreement. All payments must be made in U.S. Dollars. Customer or Customer's Bookstore shall be responsible for any taxes in connection with its resale and/or distribution of the Pearson Products.

E. Term: The term of this Agreement shall commence as of January 1, 2022 (the “Effective Date”) and shall terminate on August 31, 2025. continue for a period of three-years thereafter unless terminated earlier in accordance with the terms herein (the “Term”).

F. Termination for Sales Above Maximum Resale Price: Pearson shall have the right to terminate this Agreement, and in doing so terminate the continuing right to purchase Pearson Products under this Agreement, in the event that Customer resells access to (or charges a materials fee for) any Pearson Product above the applicable

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Maximum Resale Price. Upon termination of this Agreement by Pearson, Customer shall no longer have the right to purchase the Pearson Products under this Agreement.

G Additional Terms and Conditions: Additional terms and conditions applicable to this Agreement and the use of Pearson Products are attached hereto as Exhibit A and Exhibit B and are hereby expressly incorporated herein.


Acceptance & Authority: By signing below, each Party accepts this Agreement and represents that the individual executing this Agreement on behalf of the Party has been authorized by all necessary actions (corporate or otherwise) to bind that Party.

Customer (Institution or Institution's Bookstore)

DocuSigned by:

Signature
Linda Shaunessy
Printed Name
Business Contracts Administrator
Title
2022-09-01 | 09:38:22 PDT
Date of Signature
Customer ID

Pearson Education, Inc.

DocuSigned by:

Signature
Matthew Kernan
Printed Name
Finance Director
Title
2022-09-01 | 15:41:21 CDT
Date of Signature

Attached:

SCHEDULE A – DEFINITIONS
EXHIBIT A - ADDITIONAL TERMS AND
CONDITIONS
EXHIBIT B – ADDENDUM TO
AGREEMENT

SCHEDULE A DEFINITIONS

“Contract Year” means each twelve-month period during the Term of this Agreement commencing at the Contract Effective Date.

“Applicable Contract Year” means the Contract Year in which a Pearson Product purchased under this Agreement is made available to an Authorized Student User.

“Authorized Student User” means a single student enrolled in a Course Section, unless the student has dropped/withdrawn from the Course Section, or chosen not to access (via Inclusive Access) the Pearson Product adopted for such Course Section, in each case prior to the end of the Institution’s published add/drop period for such Course Section.

“Authorized User” means an Authorized Student User or faculty member, administrator, or agent of Customer who is authorized by Customer to access (via Inclusive Access) to a Pearson Product for classroom or administrative purposes.

“Billable Enrollment” means, for Customers that follow an opt-out model, the number of Authorized Student Users registered in one Course Section minus the number of Authorized Student Users who have opted-out. For Customers that follow an opt-in model, the Billable Enrollment means the number of Authorized Student Users who have opted-in for one Course Section. For Customers that follow neither an opt-out or opt-in model, the number of Billable Enrollments is driven by the adds/drops in the Course Section; Authorized Student Users who have dropped the Course Section are not a Billable Enrollment.

“Census and Pricing Report” means a report detailing the number of Billable Enrollments and the contracted net prices of the Pearson Products utilized in such Course Section and includes the name, ID, Section of the Course, and the Course start and end date.

“Census Date” means the last day, mutually agreed upon by Pearson and the Customer, of which students are able to elect to participate, or not, in the Inclusive Access program at the academic institution.

“Course Section” means a section of a course offered by the Institution, through any of its operating schools or campuses, during one academic semester, and for which a Pearson Product has been adopted for use by Authorized Student Users.

“Customer” means the academic institution named above, or such institution’s owned or operated bookstore, that agrees to purchase Pearson Products under this Agreement for distribution to Authorized Users.

“Deactivation Report” means a report detailing the student users who need to have their subscription to the Pearson Product removed because they are not being charged for the content. Reasons for deactivation include student decision to opt-out, student decision not to opt-in, or student drop/withdrawal from the Course Section. At a minimum this report must include student first name, student last name, student email address and course identifier sent to DDAoptout@pearson.com. A copy of the Pearson template will be provided by the Account Manager.

“Digital Learning Application” means a Pearson MyLab, Mastering, or Revel product, which may incorporate an eText or a standalone Learning Application.

“eBook” means a standalone, digital version of a Pearson Title that is fulfilled by an authorized Fulfillment Provider.

“eBook Fulfillment Services” means providing, via an online hosting and delivery platform, an Authorized User the means of gaining access to standalone eBooks (whether by or through permanent or time-limited download or web access, as applicable), and managing authorized subscription periods (as applicable) and applicable access and usage restrictions, all as specified by Pearson.

“eText” means a digital version of a Pearson Title incorporated into a Digital Learning Application.

“Fulfillment Provider” means the third party, approved by Pearson, that provides eBook Fulfillment Services.

“Inclusive Access” means Pearson’s Inclusive Access Program.

"Inclusive Access Catalog" means the list of products available at Inclusive Access Prices to Customers who can fulfill the business requirements of the Inclusive Access model and who have signed an agreement which includes such pricing. This list includes the Net Prices at which Pearson will sell these products to Customers as well as a Maximum Resale Price at which Customers can sell the products to students. The Inclusive Access Catalog is available from your designated Pearson sales representative.

"Inclusive Access Price" means the price per Billable Enrollment set forth in Pearson's Inclusive Access Catalog, payable to Pearson for the use of a Pearson Product. The applicable Inclusive Access Price shall be the price applicable at the time the Pearson Product is purchased.

"Institution" means the academic institution who seeks to purchase, through itself or its owned or operated bookstore, Pearson Products under this Agreement for distribution to Authorized Users.

"Learning Application" means a standalone version of Learning Catalytics, Live Response, MediaShare, Pearson Prep, Pearson Writer, StatCrunch, Writing Space, or Writing Solutions.

"Maximum Resale Price" means the maximum resale price set forth in Pearson's Inclusive Access Catalog during the Applicable Contract Year, at which a Pearson Product purchased under this Agreement at the applicable Inclusive Access Price may be resold (or charged as a materials fee) to an Authorized Student User during the Applicable Contract Year.

"Parties" means Customer and Pearson, and *"Party"* means one of them as the context provides.

"Pearson eText" means a standalone, digital version of a Pearson Title delivered through a Pearson platform.

"Pearson Products" for purposes of this Agreement means eBooks and Digital Learning Applications.

"Pearson Title" means a text or educational material published by Pearson for the U.S. Higher Education market, which can be found at <https://www.pearson.com/us/higher-education/products-services-teaching/course-content/textbooks-and-etexts.html>.

Exhibit A - Additional Terms and Conditions**Last updated: August 1, 2019****1. DEFINITIONS AND INTERPRETATION**

1.1 These Additional Terms and Conditions shall be incorporated into and made part of the Inclusive Access Agreement or Pearson Product Agreement and shall, together with such Inclusive Access Agreement or Pearson Product Agreement (as the case may be), and the Addendum to Agreement, be collectively referred to as the “Agreement”.

1.2 No variation or addition to these Additional Terms and Conditions will be effective except by a writing signed by Customer and Pearson, and any additional or alternative terms that a party may seek to impose will be void and/or unenforceable.

1.3 A person who is not a party to this Agreement will not have any rights under it.

1.4 In this Agreement words and phrases have the meanings given to them in the Inclusive Access Agreement or Pearson Product Agreement and this Section 1.4:

- a) “Customer Information” means data provided by Customer to Pearson, either directly or via Authorized Users, which is subject to FERPA.
- b) “Customer Materials” means Marks and content provided to Pearson by Customer, whether directly or indirectly (such as by placement of assessments and the results thereof by faculty within an LMS or Pearson’s systems);
- c) “EULA” means the End Authorized User License Agreement provided by Pearson on the platform through which a Pearson Product is accessed.
- d) “FERPA” means the Family Educational Rights and Privacy Act.
- e) “LMS” means a learning management system.
- f) “Marks” means trade names, trademarks and logos.
- g) “Party” means each of Pearson and Customer, as applicable.
- h) “Pearson Materials” means content, materials, technology, Marks and data contained in the Pearson Products and any derivative works thereof.

2. ACCESS AND USE

2.1 Each Pearson Product may be made available by Customer solely to Authorized Users, who may access such Pearson Product upon accepting Pearson’s EULA and Privacy Policy, provided that in all cases, Pearson’s EULA and Privacy Policy will be subject to Texas law and specifically, any limitation placed on them by any laws or regulations applying to Customer. In the event of any conflict between the Pearson’s EULA or Privacy Policy, on the one hand, and the terms of this Agreement, on the other, the terms of this Agreement will govern, including matters related to limitation of liability, indemnity, and governing law.

2.2 To the extent a Pearson Product is made available to Authorized Users via a Learning Tools Interoperability (LTI) link from a Customer LMS, Customer (by itself or through its third-party provider) will ensure that only Authorized Users access the Pearson Product and that such Customer LMS applies digital rights management and other protections necessary to prevent copyright infringement, misappropriations and misuse of the Pearson Product.

2.3 If a Customer LMS incorporates a single sign-on feature that enables Authorized Users to directly access a Pearson Product without further registration or log-on, then Customer (by itself or through its third-party provider) shall require Authorized Users to access and use the Pearson Product in a manner consistent with the terms of Pearson’s EULA and Privacy Policy.

2.4 Pearson may suspend access to Pearson Products, in whole or in part, if in Pearson’s reasonable discretion there is an emergency situation, including but not limited to a breach of security or unauthorized use of Pearson Products.

3. RESTRICTIONS ON USE

Customer acknowledges that the Pearson Products are intended solely for distribution to Authorized Users for personal, non-commercial use in their respective Courses. Customer will not sell, resell, license, sublicense, distribute, make accessible, rent

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or lease Pearson Products to any students, individuals, institutions or third parties who are not Authorized Users.

4. OWNERSHIP

4.1 All right, title and interest in and to the Pearson Products and the Pearson Materials are expressly reserved by Pearson, except for Customer Information and Customer Materials contained in the Pearson Products, if any.

4.2 Except as expressly set forth in an Inclusive Access Agreement or Pearson Product Agreement, neither Customer nor its agents may resell, publish, distribute, share, sublicense, provide access to, copy, adapt, translate, modify, enhance or use Pearson Products or the Pearson Materials contained therein without the express written permission of Pearson. Customer will be responsible for any losses to Pearson arising out of Customer's or its agents' unauthorized distribution, alteration or use of the Pearson Products.

5. SECURITY AUDIT

Pearson has the right to audit and inspect the systems and processes of Customer and its third-party partners for compliance with this Agreement. Pearson may stop distributing Pearson Products to Customer if at any time Pearson determines that Customer's or its third-party partners' direct or indirect practices for protecting Pearson Products from unauthorized use are inadequate. If Customer is not able to remedy such practices to Pearson's reasonable satisfaction within 10 days, Pearson will be entitled to terminate this Agreement immediately for material breach.

6. BOOKS AND RECORDS

6.1 Customer will maintain (or require its Approved Distributor to maintain, as applicable) complete and accurate books of account and records covering all use of Pearson Products under the Agreement, as well as all Course enrollment information.

6.2 Pearson will have the right to inspect and copy such records upon reasonable notice in order to confirm Customer's use of the Pearson Products and to verify the Usage and Pricing Reports.

6.3 Customer shall pay any shortfall that results from Pearson's inspection of such records in accordance with the Texas Prompt Pay Act. If Customer has underreported by five percent (5%) or more any amounts owed to Pearson for any six-month billing period, Customer shall reimburse Pearson for its reasonable expenses of any such inspection.

7. ACCESSIBILITY

Pearson incorporates technically feasible accessibility features into certain Pearson Products. The provision of additional accessibility features shall be provided at Pearson's discretion and may be subject to additional costs.

8. TERMINATION OF ACCESS

8.1 The use of Pearson Products by an Authorized User is subject to any EULA and Privacy Policy associated with such Pearson Products. Customer will promptly notify Pearson of any actual or suspected violation discovered by Customer and will cooperate with Pearson regarding any violation, including termination of the violator's access to the Pearson Products. Pearson reserves all rights against the violator, including the right to bring legal or equitable action as Pearson deems appropriate.

8.2 Pearson may require Customer and its Authorized Users to stop (within 3 business days) using any Pearson Product if: (i) Pearson notifies Customer that Pearson no longer has the necessary rights to the Pearson Product or the Pearson Product has been discontinued, (ii) Pearson believes cessation is necessary to limit or avoid liability, or (iii) Pearson is otherwise required by law or court order to cease and desist. In such events, Pearson will use commercially reasonable efforts to replace, at no cost additional to Customer, any affected Pearson Products with other materials for Customer to use in accordance with the Inclusive Access Agreement or Pearson Product Agreement.

9. PAYMENT

Payments due to Pearson under this Agreement shall be paid in accordance with the Texas Prompt Pay Act. If Customer (or its Approved Distributor, as applicable) fails to make any payment due to Pearson pursuant to the Agreement and such failure continues for fifteen (15) days following the provision of written notice detailing such failure to Customer, unless Customer has provided Pearson with notice that Customer in good faith disputes the amount of such

payment, Pearson may, at its discretion, (i) suspend all further use and distribution of Pearson Products or (ii) terminate the Agreement and require all amounts to be paid thereunder.

10. USE OF MARKS

Each Party owns certain Marks, and such Marks are and will remain the exclusive property of such Party. The Agreement gives the other Party no rights therein, and the other Party will never assert any rights therein. Customer further agrees not to remove or alter any Pearson Mark or other proprietary notice in or on any Pearson Product.

11. TERM AND TERMINATION

11.1 This Agreement may be terminated:

- a) immediately if the other fails to remedy a material breach within 60 days' after receiving notice asking it to remedy the breach; or
- b) immediately if the other becomes bankrupt, ceases or threatens to cease to do business, or is the subject of any actual or threatened insolvency event.

11.2 Customer may terminate this Agreement for no cause upon sixty (60) days' prior written notice.

11.3 On termination Customer and its Authorized Users will have no further right to access or use any Pearson Products. Any amounts due under this Agreement as at the date of termination will be paid in accordance with the Texas Prompt Pay Act.

12. CUSTOMER MATERIALS

If Customer or its Authorized Users provide Pearson with Customer Materials, then:

- a) Customer grants Pearson a non-exclusive license to access, use, copy, transmit and prepare derivative works from the Customer Materials in order to supply the Pearson Products and to supply analysis and feedback to Customer on the Authorized Users' usage of the Pearson Products; and
- b) Customer represents and warrants that it owns the Customer Materials or has obtained the necessary rights so that Pearson's use of the Customer Materials in order to supply the Pearson Products to Customer and Authorized Users will not violate the intellectual property or other rights of a third party.

13. CUSTOMER RESPONSIBILITY

Customer agrees to cooperate with Pearson in connection with the implementation and use of Pearson Products, including, without limitation, providing Pearson with reasonable access, at no cost, to Customer's LMS or any other Customer or third-party systems that are required to integrate with and/or enable access to the Pearson Products. In the event that there are any delays by Customer or its third-party partners in fulfilling its responsibilities as stated above, or there are errors or inaccuracies in the information provided, Pearson shall be entitled to appropriate schedule adjustments in delivery and/or access to Pearson Products.

14. INTENTIONALLY OMITTED

15. CONFIDENTIAL INFORMATION

15.1 Customer acknowledges that the prices being offered to Customer for Pearson Products, and the conditions of such price offers, contained in the Agreement (and any related purchase offers) is the confidential information of Pearson, and that the public disclosure of such confidential information could cause substantial competitive harm to Pearson. Consequently, Customer agrees that it shall, and shall require its officers, directors, employees, distributors and agents to, keep confidential and not disclose such confidential information except to its authorized legal and financial representatives with a need to know and then only for purposes of representing Customer's interests hereunder.

15.2 Customer will not issue any press release or make a public announcement relating in any way whatsoever to the Agreement or the relationship established by the Agreement, without the prior written consent of Pearson.

15.3 Notwithstanding the foregoing, Customer shall be permitted to respond to third party requests made pursuant to state and federal freedom of information statutes; provided that Customer (i) provides Pearson with prompt written notice that a third party has requested disclosure of the Agreement (or any portions thereof), a related purchase order or any other materials or information in connection herewith or therewith; (ii) allows Pearson an opportunity to object to such request prior to the disclosure; and (iii) in any event, discloses only such information that Customer is legally required to disclose and then only to the extent specifically requested by such third party.

16. DISCLAIMER

Pearson makes no warranty that its platforms or systems or Customer's use of them will be uninterrupted or error-free. Except as set out in these Additional Terms and Conditions, to the extent permitted by the Constitution and laws of the State of Texas, Pearson expressly disclaims all warranties, expressed or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third-party rights or any present or future use, integration or compatibility with any other products or services. Pearson does not warrant that the Pearson Products will meet Customer's requirements. Customer acknowledges that it has relied on no warranties other than the express warranties provided in this Agreement.

17. LIMIT OF LIABILITY

17.1 To the extent permitted by the Constitution and laws of the State of Texas, neither party will be liable to the other for any indirect, special, incidental, or consequential damages, including without limitation any lost data, lost profits and costs of procuring substitute goods or services, arising out of or related to this Agreement, or the use of or inability to use the Pearson Products, whether arising in contract, tort or otherwise, even if it has been advised of the possibility of such damages.

17.2 To the extent permitted by the Constitution and laws of the State of Texas, Pearson's total aggregate liability to Customer for all damages arising out of or related to this Agreement or Customer's, its agents' or Authorized Users' use of the Pearson Products will not exceed the amount paid by Customer for the specific Pearson Product giving rise to the claim in the 12-month period immediately preceding the claim.

17.3 The limitations set forth in this Section 17 shall apply whether such liability is asserted on the basis of contract, tort, or otherwise, even if the Party has been warned of the possibility of any such loss or damage, and even if any of the limited remedies in the Agreement fails of their essential purpose.

18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement to the extent such failure or delay results from any event or circumstance beyond its reasonable control. This provision shall not apply to a Party's payment obligations.

19. THIRD PARTY PRODUCTS

During the Term, Customer will have time limited access to those Third-Party Products identified in a Pearson Product Agreement, solely for use by Authorized Users, pursuant to the terms, prices and conditions of this Agreement. Customer acknowledges that the Third-Party Products are provided by Pearson's third-party partners ("Third Party Partners"). Prior to accessing a Third-Party Product, Authorized Users may be required to acknowledge and accept the Third-Party Partner Terms as found in the platform or website offering such Third-Party Products, which terms are hereby incorporated herein, provided that in all cases, such terms will be subject to Texas law and specifically, any limitation placed on them by any laws or regulations applying to Customer. In the event of any conflict between the Third-Party Partner Terms, on the one hand, and the terms of this Agreement (not including Third-Party Partner Terms), on the other, the terms of this Agreement will govern, including matters related to limitation of liability, indemnity, and governing law. The Third- Party Partner will be responsible for providing Authorized Users with customer service support for technical and substantive Third-Party Product questions. Pearson is not responsible for providing any technical service, hosting, maintenance or support for the Third-Party Products. Customer agrees to provide to the Third-Party Partner all information reasonably requested to enable the Third-Party Partner to activate enrollments for Authorized Users.

20. ASSIGNMENT

The Agreement will be binding on the Parties and their respective successors and permitted assigns. Customer may not assign its rights or delegate its obligations under the Agreement to any third party without the prior written consent of Pearson.

21. ENTIRE AGREEMENT

The Agreement, together with any attachments and schedules hereto and documents referenced herein, constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all other prior or contemporaneous agreements, understandings and communication, whether written or oral. The Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Pearson and Customer by their duly authorized representatives.

22. COUNTERPARTS

The Agreement may be executed in one or more counterparts by the execution of duplicate signature pages hereof, each of which shall be deemed the execution of the original Agreement and read together and construed as one and the same agreement.

23. ELECTRONIC SIGNATURES

The Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on such Party. Each Party acknowledges and agrees it will not contest the validity or enforceability of the Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form or via facsimile copy. Facsimile, PDF and electronic signatures shall be considered valid signatures as of the date hereof.

24. GOVERNING LAW

The Agreement will be governed by the laws of the State of Texas, excluding principles of conflicts of law. Any action or proceeding arising from or relating to the Agreement may be brought by a Party against the other Party only in a federal or

state court located in the jurisdiction of such other Party's principle office as listed in the Inclusive Access Agreement or Pearson Product Agreement.

25. NOTICES

Any notice given under this Agreement must be in writing and delivered to the following address, or to such other address as one Party may notify to the other from time to time:

If to Pearson: To the correspondence address identified on the Inclusive Access Agreement or Pearson Product Agreement, with a courtesy copy to:

Associate General Counsel, North America Pearson
221 River Street
Hoboken, NJ 07030

If to Customer:
Senior Vice President and Chief Financial Officer
110 Inner Campus Drive
Austin, Texas 78712
Attention: Darrell Bazzell

EXHIBIT B - ADDENDUM TO AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (**Agreement**) for all purposes. **University** means The University of Texas at Austin. **Contractor** means Pearson Education, Inc.

Representations and Warranties by Contractor. Contractor represents and warrants Contractor is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; 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 Contractor has been duly authorized to act for and bind Contractor.

Tax Certification. If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Payments. So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for goods and services in accordance with [Chapter 2251, Texas Government Code](#). University (a state agency) is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Texas Tax Code](#), and [Title 34 Texas Administrative Code \(TAC\) §3.322](#).

Payments by Electronic Funds Transfer. [§51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Contractor.

Payment of Debt or Delinquency to the State. Pursuant to §§[2107.008](#) and [2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Confidential Student Information. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at University by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Contractor by University as well as any information provided by University's students and third parties to the Contractor.

Contractor acknowledges that this Agreement allows the Contractor access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by University policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Contractor agrees to hold Confidential Student Information in strict confidence. Contractor will not use or disclose Confidential Student Information received from or on behalf of University (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by University. Contractor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Contractor agrees that only Contractor's employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor will return all Confidential Student Information to University within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. Twenty (20) days before destruction of any Confidential Student Information, Contractor will provide University with written notice of Contractor's intent to destroy Confidential Student Information. Within seven (7) days after destruction, Contractor will confirm to University in writing the destruction of Confidential Student Information.

Contractor agrees that Contractor is under the direct control of University with respect to the use and maintenance of Confidential Student Information. If University reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, University, in its sole discretion, will have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, University will provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Contractor access to education records for at least five years.

Contractor will 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 Student Information received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Contractor.

Contractor will, within three (3) days of discovery, report to the University and its Chief Information Officer, any use or disclosure of Confidential Student Information not authorized by this Agreement or in writing by University. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including a written report, as reasonably requested by University.

Confidentiality and Safeguarding of University Records; Location of Data. Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "**University Records**"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards); (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

Notice of Impermissible Use. If an impermissible use or unauthorized disclosure of any University Records occurs, Contractor will provide written notice to the University and its Chief Information Officer, within three (3) days after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

Return of University Records. Contractor agrees that upon request, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed.

Disclosure. If Contractor discloses any University Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with restrictions and obligations that are substantially similar to those imposed on Contractor by this Section.

Location of Data. Intentionally omitted.

Press Releases. Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

Payment Card Industry Standards. University is required to validate compliance on a periodic basis with applicable Payment Card Industry Data Security Standards (**PCI DSS**), including Payment Application Data Security Standards (**PA DSS**), promulgated by the Payment Card Industry Security Standards Council (**PCI SSC**). The compliance validation process requires University to undergo an assessment of (1) system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) related processes used to process, store or transmit cardholder data, (**System Components in Scope**). Some or all System Components in Scope have been outsourced to Contractor under this Agreement. Contractor will cause its agents and subcontractors to comply with term that are substantially similar to those terms of this Section applicable to Contractor. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. Contractor will provide to University (1) on or before the date this Agreement is signed by University, and (2) upon request, a copy of Contractor's annual attestation of compliance signed by a Qualified Security Assessor (**QSA**) as more particularly described on the PCI SSC website.

If Contractor is unable to provide the required attestations of compliance, Contractor will permit University or University's QSA to assess all System Components in Scope that are hosted or managed by Contractor or by Contractor's agents or subcontractors. Contractor will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Contractor will, upon written request by University, make the documentation available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University's PCI DSS compliance, and (2) University's information technology, information security, audit, compliance and other staff.

Contractor will retain the documentation for at least one (1) year after termination of this Agreement.

Insurance. Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverage in at least the amounts specified:

Workers Compensation: Statutory Limits

Employer's Liability: \$1,000,000 per accident and employee

Commercial General Liability (including contractual liability): \$2,000,000 per occurrence

Product/Completed Ops: Included in Commercial General Liability Policy

Auto Liability: \$1,000,000 combined single limit if Contractor comes on the campus

All other insurance required by state or federal law

All policies (except Workers' Compensation) will include University as an Additional Insured. A Waiver of Subrogation in favor of University is included in Contractor's commercial general liability and auto policies.. Certificates of insurance verifying the foregoing requirements will be provided to University prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against University, its agents, employees or representatives.

The following additional insurance is required: Cyber Liability Insurance with limits of not less than \$5,000,000 for each wrongful act. This policy must cover:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Liability for technological products and services;
- PCI fines, fees, penalties and assessments;
- Cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure;
- Liability for technological products and services;
- Costs of restoring, updating or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

If this policy is written on a claims-made basis, (a) the "retroactive date" must be prior to the commencement of Work under this Agreement; and (b) if this policy is cancelled, terminated or non-renewed at any time during the Term, Contractor will purchase an "extended reporting period" for at least a period of two (2) years beyond the termination or expiration of the Term.

~~Contractor's policy will provide a carve back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.~~

Liability and Insurance. It is the stated policy of the University not to acquire commercial general liability insurance for torts committed by employees of the University who are acting within the scope of their employment. Rather, Contractor must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. The University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

Refund of Deposit/Prepayment. In the event this Agreement is canceled by Contractor for reason not attributable to University or if canceled by University for default of performance by Contractor or Force Majeure, then within thirty (30) days after termination, Contractor will reimburse University for all advance payments paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the University did not receive from Contractor prior to termination.

Invoicing. The outstanding balance, excluding disputed charges, will be overdue on the 31st day after the later of: a) the completion of completion of services or delivery of goods, or b) receipt of invoice by University. Upon resolution of any disputed charges, the Contractor shall invoice such remaining charges to the University. Payment of the revised charges shall be overdue on the 31st day after receipt of invoice by University. The rate of interest that accrues on an overdue payment is defined in Texas Government Code, Chapter 2251.025, INTEREST ON OVERDUE PAYMENT, which is generally stated as Prime Rate (on July 1st) plus 1% effective the following September 1st.

University Marks and Logos. Contractor acknowledges: (1) use of University's trademarks, service marks, trade names, logos or other commercial or product designations ("Marks") is governed by the policies and regulations found at <https://www.utexas.edu/trademarks/>, (2) separate prior written approval from the Director of the Office of Trademark Licensing may be required by either party to utilize University Marks, (3) the University cannot sponsor, act as a reference for, or otherwise publicly express a viewpoint or opinion on products or services, and (4) the representative executing this Agreement on behalf of the University does not have any authority to convey any right or interest in University Marks.

Texas Family Code Child Support Certification. Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification regarding Business with Certain Countries and Organizations. Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification regarding Boycotting Israel. If (1) this Agreement has a total value in excess of \$100,000, and (2) Contractor is a for-profit business with at least ten (10) employees, then pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Verification regarding Discrimination against Firearm Entities or Trade Associations. If (1) this Agreement has a total value in excess of \$100,000 and will be paid wholly or partly from public funds, and (2) Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Contractor Verification regarding Boycotting Energy Companies. If (1) this Agreement has a total value in excess of \$100,000, and (2) Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Access by Individuals with Disabilities. Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants 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. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for performance of accessibility testing conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#).

Venue; Governing Law. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Breach of Contract Claims. 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, will be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief financial officer of University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by University and Contractor.

Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to

Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.

State Auditor's Office. Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested that are reasonably related to Contractor's performance under this Agreement.

Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING 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, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives understand applicable state ethics laws and rules at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will knowingly assist or cause University employees to violate applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

Texas Public Information Act – Subchapter J Requirements. Pursuant to [Section 552.372, Texas Government Code](#), for agreements with a total value in excess of \$1,000,000, Contractor must: (1) preserve all contracting information (ref. [Section 552.003\(7\), Texas Government Code](#)) related to this Agreement as provided by the records retention requirements applicable to University for duration of this Agreement; (2) promptly provide to the University any contracting information related to this Agreement that is in the custody or possession of Contractor on request of the University; and (3) on completion of this Agreement, either (A) provide at no cost to the University all contracting information related to this Agreement that is in the custody or possession of Contractor, or (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the University.

The requirements of [Subchapter J, Chapter 552, Government Code](#) ("Subchapter J") may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of Subchapter J.

University may not accept a bid for a contract described by [Section 552.371, Texas Government Code](#) or award the contract to an entity that the University has determined has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract described by Section 552.371 unless the University determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of Subchapter J.

If Contractor fails to comply with the requirements of Subchapter J applicable to Contractor, then University shall provide written notice to Contractor stating the requirement(s) of Subchapter J that Contractor has violated. Such notice will also advise Contractor that University may terminate this Agreement without further obligation to Contractor if (a) Contractor does not cure the violation on or before the 10th business day after the date the University provides the notice, (b) the University determines that Contractor has intentionally or knowingly failed to comply with a requirement of that Subchapter J, and (c) the University determines that Contractor has not taken adequate steps to ensure future compliance with the requirements of Subchapter J. For purposes of the above, Contractor has taken adequate steps to ensure future compliance with Subchapter J if: (1) Contractor produces contracting information requested by the University that is in the custody or possession of Contractor not later than the 10th business day after the date the University makes the request and (2) Contractor establishes a records management program to enable Contractor to comply with Subchapter J.

Subcontracting. If this Agreement has a Historically Underutilized Business Subcontracting Plan (HSP), Contractor will use good faith efforts to subcontract work performed under this Agreement in accordance with the HSP. If this Agreement has a HSP, except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under this Agreement, in whole or in part. This Agreement is subject to [34 TAC §20.285](#). Contractor will comply with all of its duties and obligations under [34 TAC §20.285](#). In addition to other rights and remedies, University may exercise all rights and remedies authorized by [34 TAC §20.285](#).

Agreement. This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement ("External Terms"). The External Terms are null and void and will have no effect under this Agreement, regardless of whether University or its employees, contractors, or agents express assent or agreement to the External Terms. The External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

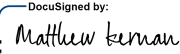
Cybersecurity Training Program. If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, an account to an application, database, or network), then pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under [Section 2054.519, Texas Government Code](#) and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

Responsibility for Individuals Performing Services. Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Contractor agrees that no individual assigned to perform the Services under this Agreement will be present on University property.

Debarment and Suspension. Under Presidential [Executive Order 12549](#) and [Executive Order 12689](#), The University of Texas at Austin may not contract with parties listed on the General Services Administration's [System for Award Management \(SAM\)](#). SAM identifies (via active exclusions) entities that have been debarred, suspended, or excluded from receiving federal contracts, subcontracts, or federal assistance and benefits. Contractor certifies, to the best of its knowledge, Contractor and/or any of its principals are not suspended or debarred. Further, Contractor certifies that it is not subject to a vendor hold by the State of Texas.


Addendum Controlling. If there is a conflict between the terms and conditions of the agreement to which this Addendum is attached and this Addendum, this Addendum controls.

Contractor:

By: 
AB2ED7F1FCCE4F7...
Name: Matthew Kernan
Title: Finance Director

Date: 2022-09-01 | 15:41:21 CDT

The University of Texas at Austin

By: 
D9E4716847F042B...
Name: Linda Shaunessy
Title: Business Contracts Administrator

Date: 2022-09-01 | 09:38:22 PDT