

FLORIDA ATLANTIC UNIVERSITY

1. Incorporation by Reference. The Florida Atlantic University Board of Trustees ("FAU") and the undersigned ("Company") hereby incorporate this Supplemental Addendum ("Addendum") into the agreement between FAU and Company (the "Agreement").
2. Payment. All payments due and payable by Company to FAU under the Agreement, if any, and any other fees, taxes and costs, shall bear interest from the tenth (10th) day of the date due, and continue until paid at the lesser of (i) twelve percent (12%) per annum or (ii) the maximum interest rate per annum allowed by law.
3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.
4. Assumption of Risk. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents.
5. Confidentiality. To the extent Company has access to FAU information (e.g., financial, business, strategic, health or student records), Company agrees to maintain the confidentiality of such information and shall not disclose, discuss, or divulge any such information other than as directly and expressly required to fulfill Company's obligations under the Agreement or as otherwise required by law.
6. Public Records. FAU is subject to Chapter 119 of Florida Statutes, known as the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement.
7. Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the provision of goods/services/benefits under the Agreement (including, but not limited to writing, copyrights, trademarks, creative, copy, scripts, story boards, art, music, software and documentation, ideas, charts, graphics, plans, proposals, business systems or ideas, and research projects) shall be property of FAU, whether created individually by FAU or jointly with the Company, on or off FAU's premises.
8. Indemnity. Company agrees to indemnify and hold free and harmless, and defend the State of Florida, the Board of Trustees, Florida Atlantic University and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including attorneys' fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature of Company or its officers, employees, agents and contractors, in connection with the Agreement, specifically including claims for infringement or misappropriation of a copyright, patent, trade secret or other third party proprietary right.
9. Representations and Warranties. FAU warrants and represents that the goods/services/benefits to be provided by FAU will be performed in a professional and workmanlike manner in accordance with industry standards.
10. LIMITATION OF LIABILITY. FAU'S MAXIMUM LIABILITY TO COMPANY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COMPANY FOR THE GOODS/SERVICES/BENEFITS DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.
11. Compliance. Company agrees to abide by all applicable federal, state, local and FAU laws, ordinances regulations and policies, specifically including without limitation those

pertaining to the privacy and use of student records, health information, and other FAU data. Company warrants and represents that it shall have all applicable permits, licenses, consents, and approvals necessary under the Agreement.
12. Publicity. Company shall not make any announcements relating to the Agreement, nor shall Company use FAU's name, trademarks, logos or marks, without the prior written approval from FAU in each instance.
13. Insurance. FAU, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FAU.
14. Force Majeure. If, as a result of an act of force majeure, including without limitation, an act of God, war, riot, labor dispute, strike or threat thereof, intervention of a governmental agency, or the occurrence beyond the control of either party, the obligations of this Agreement cannot be carried out, then either party, upon notifying the other, shall have the right to suspend performance until the event of force majeure has passed; provided, however, that the provisions hereof shall in no event be applicable with respect to the payment of money from Company to FAU.
15. Third Parties. FAU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.
16. Governing Law. The Agreement is governed by the laws of the State of Florida, without regard to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Palm Beach County, Florida. FAU is entitled to the full benefits of sovereign immunity.
17. Conflicts. Company represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida.
18. Termination. Upon giving at least thirty (30) days' written notice to Company, FAU may terminate the Agreement without penalty.
19. Notices. All notices required to be given under the Agreement shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431-0991.
20. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FAU to Company; (b) Restrictions on the hiring of Company's employees; (c) FAU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FAU's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) That FAU performs reporting functions and/or maintains certain types of operations (h) Any right to audit FAU; (i) Attorneys' or collection fees provisions; (j) Arbitration and mediation clauses; and (k) Indemnification of Company by FAU.
21. Assignment. Company may not, without the advance written approval of FAU, not to be unreasonably withheld, assign any right or duties under the Agreement, or transfer, pledge, surrender or otherwise encumber its interest in any portion of the Agreement.
22. Entire Agreement. In the event of inconsistency between the Agreement and this Addendum, this Addendum will govern.
23. Signatures. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Company.

By signing below, Company's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

COMPANY: _____
By: _____
Name: _____
Title: _____
Date: _____