1. Incorporation by Reference. The Florida Atlantic University Board of Trustees (“FAU”) and the Florida Atlantic University Board of Governors (“FAU”) hereby incorporate by reference - General ("Addendum") into the agreement between FAU and Vendor (the "Agreement").

2. Payment. In the event FAU owes payment to Vendor, Vendor shall submit bills for compensation for goods and services in detail for a pre-and-post audit. Each bill must clearly identify the services, portion of services, and expenses for which compensation is sought. If FAU does not issue payment within forty (40) days of receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the Agreement, FAU may pay Vendor an interest penalty at the rate established pursuant to § 550.1(1), F.S. Vendors experiencing payment delays may also pursue any tax (§ 212.032, F.S.) or interest owed to FAU for Vendor's performance and obligation to pay is contingent upon the legislature's annual appropriation; FAU will give notice to Vendor of the non-availability of funds when FAU has knowledge thereof. FAU will not be responsible for paying only for goods/services it receives. Vendor must refund any payment for goods/services that Vendor has not furnished or otherwise tendered as required under the Agreement. Any charges which have been returned because of vendor preparation errors will result in delay in payment. The invoice payment requirements do not commence until a properly completed invoice is provided to FAU. FAU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible and shall pay all sales, use or excise taxes imposed on the Agreement, this Addendum, and any related documents and/or correspondence between Vendor and FAU may require Vendor to accept payments via FAU's EFT/ACH payment process. If Vendor is making any payment to FAU, Vendor shall pay timely and not offset any amounts. FAU shall not make any deposits or prepay any amounts; any deposits are refundable.

3. Charges. No additional charges or fees (e.g., parking, security, amenities, wifi, storage fees) may be charged to FAU without FAU's express written approval. Service charges may be paid and/or modified depending upon level of service, as determined by FAU in each instance.

4. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement will be construed as creating an employer-employee relationship between the other. Each party represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor is not authorized to bind FAU to any contracts or other obligations.

5. Assumption of Risk. Each party assumes any and all risk of personal injury and property damage. Each of the parties indemnifies the other, employees, officers, agents, contractors, in connection with the Contract, specifically including claims for infringement and/or misappropriation of a copyright, patent, trade secret or other third-party proprietary right. Any limitations of liability of Vendor set forth in the Contract shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor’s negligence or willful misconduct. Nothing in the Agreement shall be construed as a waiver of FAU’s sovereign immunity nor as an indemnification of Vendor by FAU, and such indemnification is limited to the extent permitted by § 768.28, F.S. of an act or omission.

6. Indemnity. Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the Board of Trustees, Florida Atlantic University and their officers, trustees, employees, agents and contractors, in connection with the Contract, specifically including claims for infringement or misappropriation of a copyright, patent, trade secret or other third party proprietary right. Any limitations of liability of Vendor set forth in the Contract shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor’s negligence or willful misconduct. Nothing in the Agreement shall be construed as a waiver of FAU’s sovereign immunity nor as an indemnification of Vendor by FAU, and such indemnification is limited to the extent permitted by § 768.28, F.S. of an act or omission.

7. Agency, Authority, and Assignment. Each of the parties is an independent contractor and nothing in the Agreement will be construed as creating an employer-employee relationship between the other. Each party represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor is not authorized to bind FAU to any contracts or other obligations.

8. Notice. All notices required to be given shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431.

9. Delegation. Any actions in the Agreement related to the following are null and void and hereby deleted in their entirety: (a) grants of exclusivity by FAU; (b) restrictions on the hiring of Vendor’s employees; (c) non-compete provisions; (d) waiver of jury trials, notices, or hearings; (e) limitation of time to bring suit; (f) Vendor’s limitation liabilities; (g) granting Vendor any audit rights; (h) attorneys’ or collection fees provisions; (i) arbitration or mediation clauses; (j) FAU’s tort liability; (k) indemnification of Vendor by FAU; (l) personal guarantees; (m) that FAU performs payment; (n) contracts governing payment; (o) that FAU’s non-performance is an essential element of the lawsuit; (p) any notice or other written communication made without FAU’s consent shall be, at FAU’s option, null and void. No subcontracting or delegation shall be in any event relieve Vendor of any obligation or liability under the Agreement.

10. Entire Agreement. In the event of inconsistency between the Agreement and this Addendum, this Addendum will govern. This Addendum and the Agreement embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between FAU and Vendor other than are set forth. Any renewals, amendments, alterations or modifications to the Agreement must be signed or intialed and approved by all signatories of the Agreement. To be clear, the Agreement shall not auto-renew and must be upon the written agreement of the parties.

11. Execution. Upon notice to Vendor, FAU may terminate the Agreement with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FAU shall not be liable for any early termination charges.

12. Force Majeure. In the event the parties are prevented from performing their respective obligations due to causes beyond their reasonable control, including, but not limited to, an act of war, catastrophe, natural event, pandemic or epidemic, restrictions promulgated by an applicable state, federal or local government, agency, or act of God, FAU may terminate the Agreement without further obligation or penalty.

13. 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.

14. Miscellaneous. Each of the parties, for the benefit 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.

15. Travel Expenses. If FAU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. FAU reserves the right not to pay travel expenses unless FAU preapproves such expenses in writing. FAU has the right to make travel arrangements for Vendor.

16. Confidentiality. Vendor certifies that to the best of its knowledge no individual employed by it or subcontracted by it has an immediate relation to any employee of FAU who was directly or indirectly involved in the procurement of the services. Violation of this section shall be grounds for cancellation of the Agreement by FAU per § 112.3185, F.S. FAU shall consider the employment by any vendor of unauthorized aliens a violation of the Immigration and Naturalization Act.

17. Notices. Upon notice to Vendor, FAU may terminate the Agreement with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FAU shall not be liable for any early termination charges.

18. Privacy: comply with all applicable state and federal laws and FAU policies and procedures governing the use and/or safekeeping of confidential, highly sensitive, and/or personally identifiable protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents related required to its collection and/or receipt of any such information. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts.

19. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FAU’s name, trademarks, logos or marks, without the prior written approval from