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 rate of (i) five percent (5%) per annum or (ii) the maximum interest rate per annum allowed by law. Company is responsible for paying all taxes, credit card fees, royalties, debit card fees or other fees associated with the goods/services/benefits provided by FAU as detailed in the Agreement.

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. Company is not authorized to bind FAU to any contracts or other obligations.

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. Company also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Company or otherwise acting or engaged to act at the instance of Company in furtherance Company's obligations under the Agreement.

5. Confidentiality. To the extent Company has access to FAU's information (e.g., financial, business, personal 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. 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. FAU may unilaterally cancel the Agreement for FAU's refusal to allow public access to public records related to the Agreement. Additionally, Company shall comply with all applicable requirements of the Public Records Law if Company is considered a "contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of 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, presentations, 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. This provision shall survive the expiration or earlier termination of the Agreement. FAU may offer Company a license to use the Work Product, such terms to be mutually agreed to by the parties.

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 any act or omission or the representations and warranties herein concerning conflicts of interests in dealing with entities of the State of Florida. To its best knowledge, Company certifies that its owners, officers, or employees are not employed or affiliated with FAU unless a current Report of Outside Activity/Employment form has been completed and approved by FAU in accordance with applicable University policies.

9. 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.

10. Limitation of Liability. FAU's maximum liability to Company for any damages 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. In no event shall either party be liable for indirect, special, incidental, punitive, consequential, or incidental damages of any kind. Neither party shall be considered a party to the formation of such damages. The parties agree to the allocation of risk set forth herein.

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 licenses, permits, 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, agents, and servants while acting within the scope of their employment by FAU. Any provision requiring FAU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Company shall have and maintain the types and amounts of insurance that, at minimum, will cover Company's exposure under the Agreement.

14. Force Majeure. If, as a result of an act of force majeure, including without limitation, an act of God, war, riot, law enforcement, 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. Entire Agreement. The Agreement may be signed electronically and shall be considered signed if/when a party's electronic signature is delivered for the Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below. COMPANY:

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________