1. Incorporation by Reference. The Florida Atlantic University Board of Trustees (“FAU”) and the under-signed party (“Vendor”) hereby incorporate this Supplemental Addendum – Software License (the “Addendum”) into the Agreement (the “Agreement”).

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and-post audit. Each bill or invoice must clearly identify the goods, services and expenses for which each party is to be paid. All FAU vendor payments in and out is with FAU Policy 51 – Purchase of Goods. 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. Vendor will be responsible for any payment problems that may contact FAU's Vendor Ombudsman at (561) 297-3693. FAU may require Vendor to accept payments via FAU's EFT-ACH payment process. FAU is a tax immune sovereign and exempt from the payment of any and all sales, use, excise, property or other similar taxes in connection with any payment or compensation to Vendor.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall be construed to create: (a) an employer-employee relationship with respect to the parties; (b) a partnership relationship; (c) an agency relationship; or (d) a joint venture relationship. Each party assumes the risk of losses or expenses that may be incurred in the performance of the Agreement.

4. Assumption of Risk. Each party assumes all risk of personal injury and property damage attributable to the use of the Software and изделие, including any compensation for any personal injury and property damage.

5. Confidentiality. Vendor acknowledges that all documents, materials, and information furnished to or learned by Vendor in connection with or pursuant to the Agreement and any other documents, materials, and information that constitute or are derived from any and all facts, circumstances, claims, assumptions, notices, enforcements, and any other confidential information provided by FAU in connection with the Agreement, including without limitation, Vendor’s contract with FAU, the Agreement, and any information or documentation that Vendor may create or prepare, are confidential and proprietary, and the sole property of FAU. Vendor shall not disclose Information to third parties unless it obtains FAU’s prior written consent or compelled by law.

6. Public Records. This Agreement is subject to Chapter 119 of Florida Statutes, the Public Records Law. The Agreement, this Addendum, and any related documents and correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality terms in the Agreement. FAU may require public disclosure of this Agreement and any related documents and correspondence to third parties, including any and all local and state governmental agencies, official and governmental regulatory agencies, and bodies in accordance with the Public Records Law.

7. Indemnity. Vendor agrees to indemnify, hold free and harmless, and defend the State of Florida, the Board of Trustees, Florida Atlantic University and their officers, trustees, employees and agents, from and against any and all claims, losses, costs, damages, and expenses, including, without limitation, reasonable attorneys’ fees and costs, incurred in connection with any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the provisions; (d) waiver of notices, hearings, or jury trials; (e) limitation of time to bring suit or make a claim; (f) exclusive venue of any actions shall be in the state courts of Palm Beach County, Florida; (g) venue shall be nonexclusive; (h) enforcement of judgment shall be by suit in any county where the property of either party is located or in which suit is the most convenient for the administration of justice; (i) choice 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.

16. Security Interests. The parties acknowledge that the State of Florida does not permit vendors to retain security interests in state property or liens on state lands and any such provisions in the Agreement are null and void.

17. Travel Expenses. If FAU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, it will reimburse the actual reasonable expenses incurred by Vendor in connection with the performance of its obligations under the Agreement, as determined in accordance with § 112.3158, F.S. Vendor reserves the right not to pay travel expenses unless FAU repays such expenses in writing. FAU has the right to make travel arrangements for Vendor.

18. Assignment. Vendor may not assign this Agreement without the prior written consent of FAU, and FAU may assign this Agreement to any third party beneficiary of the Agreement.

19. 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.