

1. Incorporation by Reference. The Florida Atlantic University Board of Trustees ("FAU") and the undersigned party ("Supplier") hereby incorporate this Supplemental Addendum – Software License (the "Addendum") into the agreement between FAU and Supplier (the "Agreement").

2. Payment. Supplier 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 compensation is sought. FAU shall make payment in accordance with FAU Policy 5.1 – Prompt Payment. 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 Supplier an interest penalty at the rate established pursuant to § 55.03(1), F.S. Invoices which have been returned because of Supplier preparation errors will result in delay in payment. The invoice payment requirements do not commence until a properly completed invoice is provided to FAU. Suppliers experiencing payment problems may contact FAU's Vendor Ombudsman at (561) 297-3693. FAU may require Supplier to accept payments via FAU's EFT/ACH payment process. FAU is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. Supplier is responsible for and shall pay any taxes due under the Agreement. FAU will be responsible for paying only for any goods/services it receives; Supplier must refund any payment for goods/services that are unused upon the termination of the Agreement. FAU shall not make any deposits or prepay any amounts; any deposits are refundable. Supplier must supply FAU with a complete Supplier application. FAU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FAU will give notice to Supplier of the non-availability of funds when FAU has knowledge thereof. If Supplier is making any payment to FAU, Supplier shall pay timely and not offset any amounts.

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. Supplier represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Supplier is not authorized to bind FAU to any contracts or other obligations.

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

5. Confidentiality. Supplier acknowledges that all documents, materials, and information furnished to or learned by Supplier in connection with the Agreement (the "Information") are confidential, proprietary, and the sole property of FAU. Supplier shall not disclose Information to third parties unless it obtains FAU's prior written consent or compelled by law.

6. Public Records. FAU is subject to Chapter 119 of Florida Statutes, the Public Records Laws. The Agreement, this Addendum, and any related documents and/or correspondence shall also become a public record subject to the Public Records Laws, regardless of any confidentiality terms in the Agreement. FAU may respond to public records requests without providing Supplier any notice. Pursuant to § 287.058(1)(c), F.S., FAU may unilaterally cancel the Agreement for Supplier's refusal to allow public access to public records related to the Agreement. Supplier shall comply with all applicable requirements of the Public Records Laws, particularly if Supplier is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement.

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS, SUPPLIER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, publicrecords@fau.edu, DIVISION OF PUBLIC AFFAIRS, FLORIDA ATLANTIC UNIVERSITY, 777 GLADES ROAD, ADM, BOCA RATON, FL 33431.

7. Indemnity. Supplier 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 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 Supplier 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. Any limitations of liability of Supplier set forth in the Agreement 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 Supplier'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 Supplier by FAU, and then such indemnification is limited to the extent permitted by § 768.28, F.S.**

8. Compliance. Supplier agrees to abide by all applicable federal, state, and local laws, ordinances, and regulations and all FAU regulations and policies, specifically including without limitation those pertaining to the privacy and use of student records, health information, and other FAU data, 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). Supplier shall protect all personally identifiable information and shall obtain, in advance, all necessary permissions and consents required related to its collection and/or receipt of any such information. In the event FAU shares with or provides access to Supplier of any protected health information ("PHI"), FAU and Supplier enter into a separate

business associate agreement (BAA) which will govern the use of the PHI. Supplier agrees to include all such terms and conditions contained in any subcontractor or agency contracts. Supplier specifically certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment), § 448.095, F.S. (Supplier's use of the E-Verify system); and that it is not a Foreign principal, nor is it owned by, controlled by, organized under, and/or its principal place of business is not located in, a Foreign country of concern, as such terms are defined in § 288.860, F.S. Supplier represents that it shall have all applicable permits, licenses, consents, and approvals necessary to perform under the Agreement.

9. Information Technology. If Supplier has access to FAU's information technology infrastructure, systems, networks, or data, or provides Software as a Service (SaaS), cloud-hosted, managed, or other information technology services to FAU, Supplier agrees to maintain network security that, at a minimum, includes network firewall provisioning with appropriate segmentation, intrusion detection, appropriate security logging, and regular third-party penetration testing. Supplier further agrees: (a) that they shall implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures to protect FAU data from disclosure, breach, or unrecoverable destruction (b) that all transmissions or exchanges of system application data with FAU and/or any other parties expressly designated by FAU shall take place via secure means that includes using encryption technology (e.g., HTTPS or SFTP); (c) that all FAU data will be stored, processed, and maintained solely on designated target servers in the United States and that no FAU data will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Supplier's designated backup and recovery process; (d) that any websites hosted by Supplier on behalf of FAU shall utilize encryption configurations complying with FAU's encryption standard available at <https://helpdesk.fau.edu/TDCClient/2061/Portal/KB/Article/164874/Information-Technology-Policies> under **University Encryption Standards** (e) that any portable or laptop computer that resides at any FAU facility, has access to an FAU network, or stores any non-public FAU data, is equipped with strong and secure password protection and protected using a full-disk encryption technology as appropriate; (f) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shaped across other applications, environments, or business units of Supplier; (g) that no FAU data of any kind shall be transmitted, exchanged or otherwise passed to other suppliers or interested parties except on a case-by-case basis as specifically agreed to in writing by FAU; (h) that all FAU data shall be transferred to FAU or deleted by Supplier at the end of the term; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Supplier's security obligations or other event requiring notification under applicable law, Supplier shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend FAU against any claims, damages, or other harm related to such notification event. Supplier shall be responsible for any issues related to software access or disruption of services caused by Supplier or Supplier's subcontractors/suppliers, including any third-party cloud service providers.

10. Accessibility. Supplier shall comply with the Americans with Disabilities Act ("ADA") Title II and shall ensure that all products and services, including software, websites, applications, electronic content, documentation, and any updates or upgrades, conform to Web Content Accessibility Guidelines ("WCAG") 2.1 and higher at Levels A, AA, AAA. This obligation covers custom development, configuration, integration, third-party components, and supporting materials. Supplier shall implement and maintain the products and services so that accessibility is not reduced by any change and shall keep conformance in place throughout the term of the Agreement. Upon request and before acceptance, Supplier shall provide current accessibility documentation (such as an Accessibility Conformance Report or Voluntary Product Accessibility Template (VPAT®), testing results, and a plan to remediate known gaps. The University may review for accessibility and require timely correction of defects. Supplier shall promptly remediate non-conformances at its own cost and shall indemnify the University against claims arising from Supplier's failure to meet these requirements.

11. PCI DSS. If Supplier's provision of services involves the acceptance of funds on behalf of FAU or involve credit card services, Supplier shall be responsible for the security of all FAU customer cardholder data in its possession. Supplier represents and warrants that for the life of the Agreement and/or while Supplier has involvement with FAU customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Supplier shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Supplier agrees to provide to FAU a current and complete copy of their Attestation of Compliance (AOC). Further, Supplier agrees to provide to FAU a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as submitted by an Approved Scanning Supplier (ASV).

12. EULA. This Addendum and the Agreement represents the entire agreement between FAU (including FAU's employees and other identified end users) and the Supplier. If Supplier attempts to enter into terms of use agreements or other similar agreements, policies, or understandings, whether on the Supplier's purchase order, website, click-through, verbal or in writing, with FAU's employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Addendum and the Agreement shall apply. FAU will not be bound to any other terms and conditions set forth in any documents, agreements, or policies unless such terms and conditions are also set forth in the Agreement and this Addendum. Supplier may not unilaterally change any term or condition of any supplemental terms/policies (e.g., the Privacy Policy)

13. Artificial Intelligence and Machine Learning. Supplier shall not use, and shall ensure that its affiliates, sub-contractors, sub-processors, and third-party service providers do not use, any FAU Data, Student Data, Education Records, Protected Health Information, Confidential Information, prompts, inputs, outputs, metadata, or derived data to train, retrain, fine-tune, develop, improve, test, or validate any artificial intelligence, machine learning model, large language model, or similar technology. Such restrictions shall apply regardless of whether such data has been aggregated, anonymized, de-identified, or otherwise transformed. Supplier shall not disclose or make available such data for these purposes to any third party without FAU's prior written consent. FAU retains all right, title, and interest in and to its data, and no rights to use FAU Data for artificial intelligence or machine learning purposes are granted under this Agreement.

14. Information Security Risk Assessment. Supplier shall, upon University request, provide a current Higher Education Community Vendor Assessment Toolkit (HECVAT) and other information security documentation reasonably requested by the University to evaluate Supplier's security posture. Supplier agrees to cooperate with the University's information security review process and provide reasonable supporting documentation regarding its security, privacy, accessibility, and compliance controls. Failure to provide required security documentation may constitute grounds for delaying implementation, suspension of data exchange, or termination of the Agreement.

15. Federal funds. If FAU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Supplier agrees to comply with the terms contained in FAU's Federally Funded Projects Addendum, a copy of which shall be provided to Supplier upon request and is herein incorporated by this reference.

16. Warranties. Supplier warrants that the goods, products and/or services to be provided by Supplier will be free of any material defects and will operate and conform to the specifications in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

17. Publicity. Supplier shall not make any announcements relating to the Agreement, nor shall Supplier use FAU's name, trademarks, logos, or marks, without the prior written approval from FAU's Office of Brand Development, Licensing & Marketing in each instance.

18. 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. Any provision requiring FAU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Supplier shall have and maintain the types and amounts of insurance that, at minimum, will cover Supplier's (or its subcontractor's) exposure under the Agreement.

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

20. Third Parties. FAU is not liable for the acts of third parties, or the consequences of the acts or failures of third parties. There shall be no third-party beneficiary to the Agreement.

21. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles, as it may be updated. 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.

22. Security Interests. Supplier acknowledges that the State of Florida does not permit vendors to retain security interests in state property and any such provisions in the Agreement are null and void.

23. 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.

24. Conflicts. 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.

25. Termination. Upon giving at least thirty (30) days' written notice to Vendor, FAU may terminate the Agreement, at any time, 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.

26. Breach. Each term and condition of the Agreement is material and any breach or default by Supplier shall be a material breach of the entire Agreement for which FAU shall have the right to terminate the Agreement upon notice to Supplier and without termination penalty.

27. Records. Supplier agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FAU or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Supplier.

28. Notices. All notices required to be given to FAU under the Agreement shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431.

29. Deletion. Any terms 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 Supplier's employees; (c) non-compete provisions; (d) waiver of notices, hearings, or jury trials; (e) limitation of time to bring suit or make a claim; (f) Supplier's liability limitations; (g) granting Supplier audit rights; (h) attorneys' or collection fees provisions; (i) arbitration or mediation clauses; (j) FAU's tort liability; (k) indemnification of Supplier by FAU; (l) personal guaranties or liability of/by the FAU signatory; and (m) that FAU performs reporting functions and/or certain operations; (n) auto-renewal of the Agreement.

30. Assignment. Supplier may not, without the advance written approval of FAU, assign any right or duties under the Agreement, or transfer, pledge, surrender or otherwise encumber its interest in any portion of the Agreement. Any assignment made without FAU's consent shall be, at FAU's option, null and void. No subcontracting or delegation shall relieve Supplier of any obligation or liability under the Agreement.

31. 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 Supplier other than are set forth therein. Any renewals, amendments, alterations, or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement. The Agreement shall not auto-renew and must be upon the written agreement of the parties.

32. 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 Supplier. The Agreement may be signed electronically and shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via electronic signature. Such signature shall be treated in all respects as having the same force and effect as an original signature.

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

SUPPLIER:

Signature: _____
Name: _____
Title: _____
Date: _____