

**AMENDMENT NO. 1  
TO UNIZIN MEMBER RENEWAL MASTER SERVICES AGREEMENT**

This Amendment No. 1 to the Unizin Member Renewal Master Services Agreement (“**Amendment No. 1**”), dated as of September \_\_, 2017, by and between Unizin, Ltd., a Delaware nonstock corporation (“**Unizin**”) and The Trustees of Indiana University (“**University**”), is made and entered into effective as of \_\_ September 8, 2017 \_\_\_\_\_, 2017 (“**Amendment Effective Date**”). Unizin and University are referred to herein each as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, the Parties entered into the original Unizin Member Master Services Agreement, dated as of August \_8\_, 2016 (the “**MSA**”); and

**WHEREAS**, the Parties entered into the Unizin Member Renewal Master Services Agreement, dated as of \_September 8, 2017 \_\_\_\_\_, 2017 (the “**Renewal MSA**”);

**WHEREAS**, the Parties desire to amend the Renewal MSA as described herein to incorporate certain clarifications and revisions, including provisions designed to address State of Indiana legal matters;

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as of the Amendment Effective Date as follow:

1. Section 1.1(A) of the Renewal MSA, entitled “Services,” is hereby deleted in its entirety and amended to state as follows:

**“Services.** Each product and service identified in a Service Addendum is a “**Unizin Service.**” University acknowledges that some Unizin Services may include third party products or services provided or made available by Unizin to the University (“**Third Party Services**”), and Unizin may be obligated to include third party provisions that govern Third Party Services within any Service Addendum; any aforementioned third party provisions will form a part of this Agreement with respect to the specific Third Party Service. Notwithstanding anything to the contrary, the obligations and responsibilities of Unizin as set forth in this Agreement and the Membership Agreement shall extend to Third Party Services. It shall be Unizin’s obligation and responsibility to ensure that all Third Party Services comply with the provisions of this Agreement and the Membership Agreement. Unizin shall be responsible for any Third Party Services to the same extent as if it offered the service directly. In no event will any third party provisions supersede provisions of this Agreement, the Member Data Sharing Agreement or the Membership Agreement unless University has been notified of and agrees to the conflict in writing.”

2. Section 1.2 of the Renewal MSA, entitled “University Compliance,” is hereby deleted in its entirety.
3. Section 2.2 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

**“2.2 Payment.** Unizin shall invoice University for all Unizin Services, reimbursable expenses incurred by Unizin in connection with performing the Services, and other payments due under any Service Addendum. University will pay invoices within thirty (30) days of the date of the invoice.”
4. Section 2.3 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

**“2.3 Dispute.** If University disputes a particular fee, University must provide Unizin with written notice of the disputed amount within forty-five (45) calendar days of invoice receipt, but is required to timely pay any undisputed portion of such invoice in accordance with Section 2.2.

Thereafter, University and Unizin shall cooperate in good faith in an attempt to resolve all disputed invoices or portions thereof within ten (10) business days following receipt.”

5. Section 2.4 of the Renewal MSA, entitled “Taxes,” is hereby deleted in its entirety.
6. Section 3.4 of the Renewal MSA, entitled “Effect of Termination,” is hereby deleted in its entirety and amended to state as follows:

“3.4 Effect of Termination. University’s payment obligations, all rights and liabilities that accrued before termination of this Agreement, and Sections 3.4, 4, Intellectual Property, and 7, Miscellaneous, will survive termination indefinitely or for their respective terms if so stated. Further, if the Membership Agreement terminates for any reason, this Agreement shall also terminate except to the extent that if there are any Service Addenda outstanding as of the date of such termination, then the date of termination of this Agreement will be automatically extended to be concurrent with the date of termination or expiration of the last-to-expire/terminate of such Service Addenda.”

7. Section 4.2 (A) of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

“4.2 (A) Indemnification. If a third party makes a claim against University or its authorized users (as such users are described in a Service Addendum) alleging that a Unizin Service (excluding University content) infringes any U.S. patent, U.S. copyright, or trademark or misappropriates any trade secret (“IP Claim”), then Unizin will indemnify, defend, and hold harmless the University and such authorized users against the IP Claim, and pay all costs, damages and expenses (including reasonable legal fees and costs) regarding all claims and liabilities arising out of such IP Claim; *provided that* (a) University notifies Unizin of such claim within a reasonable time upon becoming aware of it; (b) University permits Unizin to assume sole control of the defense of such claim and all related settlement negotiations; and (c) University provides Unizin, at Unizin’s request and expense, with the reasonable assistance, information, and authority necessary to perform Unizin’s obligations under this Section 4.2. University may not make any admissions or consent to any judgment or settlement in respect of an IP Claim without Unizin’s prior written consent, and Unizin may not agree to any settlement without University’s prior written consent, which the University may not unreasonably withhold or delay. THIS SECTION STATES THE ENTIRE LIABILITY OF UNIZIN AND ITS LICENSORS TO UNIVERSITY OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.”

8. Section 5 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

**“Accessibility.** Unizin will comply and will cause all Third Party Services to comply with industry-recognized accessibility standards for Electronic and Information Technology in compliance with Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. §701 (2016), namely, at a minimum, the WCAG 2.0 AA standard promulgated by the World Wide Web Consortium (W3C). Unizin will make commercially reasonable efforts to ensure that Unizin Services include assistive technologies and features, and will also include accessibility features in any Unizin Services’ support documentation and instructions for using its services with assistive technologies. Unizin warrants the accuracy of any support documentation and instructions that it provides to University.”

9. Section 6.4 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

“6.4. Written Information Security Program. Unizin shall maintain a written information security program to govern the protection of all Personal Information that Unizin receives, interacts with, stores, views, processes, accesses, uses, creates, maintains, transmits, disposes of, or otherwise handles on behalf of University, pursuant to which it shall apply industry standard best practices and the requirements of each applicable law to all covered Personal Information.”

10. Section 6.4(A) of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

“6.4(A) Data Use and Disclosure. All relevant vendors, service providers and other entities (“Unizin’s Third Party Service Providers”) to which Unizin provides Personal Information shall be required to enter into written agreements with Unizin that require Unizin’s Third Party Service Providers to protect such Personal Information as required by law and in a manner substantially similar to that described in Unizin’s written information security program. Unizin may use, disclose, or redisclose de-identified data only as permitted by applicable law. Unizin acknowledges that, for purposes of this Agreement only, University has designated Unizin as a “School Official,” as that term is used FERPA, with a “legitimate educational interest” in any University data or Personal Information that is protected by FERPA and, therefore, Unizin agrees that, with respect to all University data that is protected by FERPA that Unizin accesses, receives, stores, and/or controls, Unizin will comply with all obligations that FERPA imposes on a School Official. Unizin warrants that, except as required by law, Unizin will not use or re-disclose Personal Information derived from Educational Records subject to FERPA for any purpose other than the purposes for which that data was obtained. All Education Records received by Unizin from an Entity subject to FERPA will be used and maintained under the direct control of that Entity. The term “Education Records” shall have the meaning of such term as set forth in the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. §1232g (2016); 37 C.F.R. Part 99 (2016).”

11. Section 7.3 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

“7.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5, 6.4(A), 7.1, and 7.20, UNIZIN MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR DELIVERABLES, AND UNIZIN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.”

12. Section 7.6 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

“7.6 Exclusion of Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, AGENTS, OR CONTRACTORS, WILL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS OR ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE,

AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSON. Damages caused by a Party's breach of Section 4.2(A), and amounts owed by a Party pursuant to its express indemnification obligations hereunder, shall not be limited by this Section 7.6."

13. Section 7.8(C) of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

**“(C) *Indiana Exceptions to Indemnification Obligations.*** Notwithstanding anything to the contrary in in this Agreement, University's obligations to defend, indemnify, and hold harmless Unizin under this Agreement shall be limited in substance by principles of sovereign immunity and statutes and constitutional provisions designed to protect the exposure and liability of University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant, and so on), so that its liability to indemnify, defend, and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant under Indiana and applicable federal law and all appropriate defenses had been raised by University.”

14. Section 7.12 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

**“7.12 *Binding Effect and Assignment.*** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, legal representatives, successors, and permitted assigns; provided, however, that neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by University or Unizin without first obtaining a written consent signed by the other, which consent the parties may not unreasonably withhold or delay. Any assignment which is not consented to in accordance with this section shall be void, unenforceable, and without effect.”

15. Section 7.20 of the Renewal MSA is hereby deleted in its entirety and amended to state as follows:

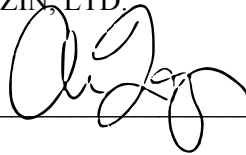
**“7.20 *Due Authorization.*** Each Party hereby expressly warrants and represents that: it has authority to enter into and execute this Agreement; and the signatory executing this Agreement for and on behalf of University has due authorization to do so.”

16. **Effects of Amendment.** As of and after the date hereof, each reference in the Renewal MSA to this “Agreement”, “hereunder”, “hereof”, “herein”, “hereby” or words of like import referring to the Renewal MSA shall mean and be a reference to the Renewal MSA as amended by this Amendment No. 1. Except as specifically amended by this Amendment No. 1, each term, provision and condition of the Renewal MSA survives, remains and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute and deliver this Amendment No. 1 to the Renewal MSA.

**Unizin:**

UNIZIN LTD.

By:  \_\_\_\_\_

Amin Qazi  
Name

Chief Executive Officer  
Its (Title)

**University:**

THE TRUSTEES OF INDIANA UNIVERSITY

By:   \_\_\_\_\_  
Digitally signed by The Trustees of Indiana University - Tally Thrasher CPM  
DN: cn=The Trustees of Indiana University - Tally Thrasher CPM, o=Indiana University - Purchasing Department, ou=Director of Purchasing Administration, email=tthrash@iu.edu, c=US  
Date: 2017.09.08 16:28:03 -0400

Tally Thrasher, C.P.M.  
Name

Director of Purchasing Administration  
Its (Title)

## Service Addendum for Canvas

This Service Addendum (“**Service Addendum**”) is an addendum to the Unizin Member Master Services Agreement (“**MSA**”) dated August 18, 2016 \_\_\_\_\_ by and between the Unizin, Ltd., a not-for-profit corporation (“**Unizin**”) and Trustees of Indiana University (“**Member**”). Unizin and Member are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.” The Service Addendum is entered into and made effective as of \_\_\_\_\_ the “**Effective Date**”), by and between the Parties.

### RECITALS

WHEREAS, Unizin has entered into a Services Agreement with Instructure, Inc. (“**Instructure**”) dated as of May 23, 2014, as amended (the “**Services Agreement**”) to provide Unizin with the right to contract directly with Member and enable Instructure to deliver certain services of Instructure (the “**Services**”) to Member; and

WHEREAS, the Parties mutually desire to enter into this Service Addendum to enable Instructure to deliver the Services to Member, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree to the terms and conditions set forth below.

#### 1. General.

(a) This Services Addendum is governed by the terms of the MSA. Capitalized terms used but not defined in this Services Addendum shall have the meanings ascribed to them either in the MSA or in the Services Agreement, unless separately defined herein, except that (i) “Service Addendum” shall have the equivalent meaning ascribed to the term “UMAAC” in the Services Agreement, and (i) the term “Member Data” used in this Service Addendum shall have the meaning ascribed to the term “Unizin Participant Data” as defined in the Services Agreement.

(b) Exhibits A through H and J through M from the Services Agreement, and all of Instructure’s obligations and restrictions with respect to performance and provision of Services for Member, and all of Member’s rights set forth in the Services Agreement, are incorporated into the Service Addendum by reference as if set forth fully herein.

#### 2. Services

(a) The Services to be provided to Member hereunder are: the Instructure Platform, the Instructure Software, and the Additional Services.

(b) Subject to the terms and conditions of this Service Addendum and the Services Agreement, Unizin grants Member for the duration of the Unizin Participant Term: (i) a limited, nonexclusive, nontransferable, nonsublicenseable worldwide right to access and use, and permit and enable Users to access and use, the Services; (ii) appoint Administrators to manage access to and use of the Instructure Platform; (iii) permit and enable Users to access and use the Documentation provided in connection with the use of the Services; and (iv) use the API and any Documentation (Instructure shall provide Member with all Documentation reasonably necessary for appropriate and full use of Services). This right is conditioned on Member’s payment of all applicable Fees and compliance with this Service Addendum. Instructure shall begin a

deployment call for the Services to Member and shall complete implementation of the Services in the timeframe specified in Exhibit D of the Services Agreement that is applicable to the type of implementation services described herein.

(c) The fees payable by Member to Unizin hereunder are: \$1,073,088.00 in year 1 and \$1,104,930.00 in year 2.

(d) The Service Addendum Term is: from execution date of service addendum to June 30, 2018; provided, however, that the Service Addendum Term will terminate upon termination of the MSA or termination of the Services Agreement.

**3. Third Party Links and Third Party Services Disclaimer.** The Instructure Platform may contain links to third party web sites (including without limitation, links provided by instructors of Instructure) or may access third party services (including without limitation, turnitin.com and Google Docs). Member agrees and acknowledges that such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.

**4. Restrictions.** To the maximum extent permitted under Applicable Law and except as otherwise set forth in this Service Addendum or the Services Agreement, Member shall not, directly or through others: (a) commercially exploit the Services by marketing, licensing, selling, distributing, or transferring the Services to a third party; (b) disassemble, reverse engineer or decompile the Instructure Software or any other software used by Instructure to provide the Instructure Platform, or prepare derivative works from any component of the Services, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to the Services; (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services or (e) reverse engineer the API or use it in a manner (in each case, as reasonably determined by Instructure) that constitutes excessive or abusive usage.

### **5. Disclaimers.**

(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO INSTRUMENT ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE SERVICES AGREEMENT OR THIS SERVICE ADDENDUM, NEITHER INSTRUMENT NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE SERVICES AGREEMENT AND THIS SERVICE ADDENDUM, INCLUDING WITH RESPECT TO THE SERVICES, AND INSTRUMENT HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE SERVICES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO MEMBER, EXCEPT AS OTHERWISE PROVIDED IN THE SERVICE ADDENDUM OR IN THE SERVICES AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

(b) FOR THE AVOIDANCE OF DOUBT, UNIZIN IS NOT PROVIDING THE SERVICES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES OF ANY KIND, TO MEMBER IN CONNECTION WITH OR UNDER THE SERVICES AGREEMENT AND THIS SERVICE ADDENDUM, AND THEREFORE, UNIZIN MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH OR UNDER THE SERVICES AGREEMENT AND THE SERVICE ADDENDUM INCLUDING

WITH RESPECT TO THE SERVICES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE SERVICES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO MEMBER. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

(c) For the purpose of further clarification, and notwithstanding anything to the contrary express or implied herein, Member acknowledges that all references, representations, warranties and covenants made in the Services Agreement or herein (including in any Exhibits attached hereto), whether express or implied, concerning in any way Instructure and/or any of the Services, are made by Instructure alone and not by or in conjunction with Unizin. Member shall inform Users that the Services are being provided by Instructure.

**6. Indemnification Procedure.** Member shall give prompt written notice to Instructure and Unizin of the existence of any Claim for which Member expects Instructure to fulfill Instructure's obligations under Section 7.1 of the Services Agreement, provided that failure to do so shall not be deemed a breach of the Service Addendum or relieve Instructure of its indemnity obligation if failure to give prompt written notice does not prejudice Instructure's defense of the applicable Claim. Instructure shall, to the extent consistent with Governing Law (as defined in Section 13(l)), have full and complete control over the defense and settlement of any such Claim at its own expense and with its own counsel, provided that Instructure will not enter into any settlement agreement that admits fault on the part of Member or that requires Member to make any payment. Member shall, upon prior reasonable written request of Instructure and at Instructure's cost and expense, provide reasonable assistance to Instructure in connection with the defense and settlement of any such Claim. In addition, Member shall have the right to participate in such defense at its own expense and with its own counsel.

## **7. Limitation of Liability.**

(a) Notwithstanding anything to the contrary contained herein, in no event shall Unizin have any liability to Member for any actions, omissions, representations or warranties of Instructure (which also includes any Instructure Contractors/Agents), including for any breach or alleged breach by Instructure of, or any failure of Instructure to fulfill any of its obligations under, this Service Addendum or the Services Agreement. In the event of any such breach or alleged breach by Instructure of this Service Addendum or the Services Agreement, or any claims relating to any other actions, omissions, representations or warranties of Instructure (which also includes any Instructure Contractors/Agents), Member's sole remedy shall be to pursue a claim directly against Instructure in respect thereof, and Member irrevocably and forever waives any right to bring any such claims against Unizin.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF INSTRUMENT FOR A BREACH BY INSTRUMENT OF ANY OF ITS OBLIGATIONS UNDER SECTION 3 OF THE SERVICES AGREEMENT, NEITHER PARTY NOR INSTRUMENT, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS SERVICE ADDENDUM OR THE SERVICES AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO INSTRUMENT'S INDEMNITY OBLIGATIONS UNDER THE SERVICES AGREEMENT.



**(c)** To the extent permitted by Applicable Law, the liability of each Party to the other under and/or in connection with this Service Addendum and the Services Agreement, and the liability of Instructure to Member under this Service Addendum and the Services Agreement, in respect of any Section 10.3 Event (as defined in the Services Agreement) shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 10.3 Event be limited as set forth in this Section 8(c), except as otherwise set forth in Section 8(d). In the case of Unizin's liability to Member under this Service Addendum or the Services Agreement in respect of a Section 10.3 Event, Unizin's liability shall be limited to the amount that Member is required to pay Unizin for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 10.3 Event. In the case of Member's liability to Unizin under this Service Addendum in respect of a Section 10.3 Event, except for any Fees owed by Member to Unizin, Member's liability shall be limited to the amount that Member is required to pay Unizin under this Service Addendum for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 10.3 Event. The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

**(d)** Notwithstanding the foregoing:

**(i)** As to Member, to the extent permitted by Governing Law and without waiver of sovereign immunity, if applicable, such monetary limitations shall be limited to three (3) times the otherwise applicable cap with respect to the liability of Member for: (A) personal injury or death caused by Member's negligence or that of its employees within the scope of their employment or that of Member Contractor/Agents within the scope of their agency or retention by the Member; (B) fraudulent misrepresentation by Member; and (C) damages to tangible property awarded by a court of final adjudication that are caused by the Member's gross negligence or willful misconduct or that of its employees within the scope of their employment or that of Member Contractor/Agents within the scope of their agency or retention.

**(ii)** Notwithstanding anything to the contrary contained in this Service Addendum, Member's exclusive remedy and Instructure's sole obligation for breach of the Service Level Commitment will be for Instructure to provide credits as provided in Exhibit C to the Services Agreement.

**(e)** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR INSTRUMENT, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR INSTRUMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND INSTRUMENT HEREBY IRREVOCABLY AND FOREVER WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

**(f)** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL UNIZIN OR INSTRUMENT HAVE ANY LIABILITY TO MEMBER FOR THE ACTS OR OMISSIONS OF ANY USERS.

**(g)** THE LIMITATIONS IN THIS SECTION 8 APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER ANY CLAIM IS MADE DURING OR AFTER THE MEMBER TERM.

**8. Proprietary Rights.** This Service Addendum does not give Member any rights, implied or otherwise, to any data, content, or intellectual property of Unizin or Instructure, except as may be expressly stated in this Service Addendum or the Services Agreement.

**9. Confidential Information.**

**(a)** All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 9, as to Member's obligations, "Protected Entity" or "Protected Entities" shall mean Unizin and Instructure, and as to Unizin's obligations, "Protected Entity" or "Protected Entities" shall mean Member. Each Party shall use commercially reasonable efforts to prevent the disclosure of the Protected Entities' Confidential Information to third parties (but with respect to Unizin, for the purposes of this provision, Instructure shall not be deemed a third party) by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the Protected Entities' Confidential Information only for purposes of fulfilling its obligations under this Service Addendum and the Services Agreement, shall notify any Protected Entity promptly upon discovery of any unauthorized use or disclosure of such Protected Entity's Confidential Information and in the case of any unauthorized use or disclosure, cooperate with the Protected Entity to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. Member further agrees to not disclose the terms of the Services Agreement to any third party that is not a Unizin Member unless (i) required by law (as discussed below), (ii) as necessary to protect its legal rights, (iii) if such information becomes public through other sources, or (iv) as otherwise permitted in connection with disclosure of Confidential Information under this Section.

**(b)** Upon a Party's receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful, and provided that the Party receiving the Legal Request is not prohibited by Applicable Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Applicable Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Member may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Member under the circumstances.

**(c)** Notwithstanding anything to the contrary in this Service Addendum or the Services Agreement, any Member that is a state or governmental entity agrees to protect from disclosure, to the extent reasonably allowable by Applicable Law, all Instructure Confidential Information received under or in connection with this Service Addendum or the Services Agreement that is considered a trade secret under Applicable Law or that is a Redacted Provision under the Services Agreement.

**(d)** The confidentiality obligations of Unizin and Member set forth above shall survive for a period of five (5) years after the expiration or earlier termination of this Service Addendum, unless a longer period

of time is required by Applicable Law, and shall not be deemed to in any way limit any confidentiality obligations set forth in the Services Agreement. During such five (5) year period and continuing for a period of forty-five (45) days thereafter, upon written request of the disclosing Party, the receiving Party will return or destroy the Confidential Information of the Protected Entity without retaining any copies thereof, with any destruction confirmed in writing by the receiving Party.

#### **10. Press Release; References.**

**(a)** To the maximum extent permitted by Applicable Law, and except as provided in the next sentence with respect to Unizin and in Section 10(b) below, neither of the Parties nor Instructure shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Service Addendum without the prior written consent of the other Party and Instructure or, in the case of Instructure, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Unizin shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Member has agreed to receive the Services from Instructure, and (ii) in connection therewith, subject to Member's style guidelines, to display Member's supplied logo on the website of Unizin and any marketing materials pre-approved in writing by Member.

**(b)** For the avoidance of doubt, Section 10(a) is not meant to restrict Instructure and Unizin's or Member's respective rights under Sections 1.11 and 14.8 of the Services Agreement.

#### **11. Termination.**

**(a)** If either Party commits a material breach or default in the performance of such entity's obligations under this Service Addendum or, in the case of Member, Instructure commits a material breach or default of its obligations, or fails to fulfill any of its obligations, under this Service Addendum or the Services Agreement, the aggrieved entity shall have the right to give the breaching or defaulting entity written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the breaching or defaulting entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting entity, at its option, shall have the right to elect to terminate this Service Addendum on written notice to the other entities at any time thereafter while the breach or default remains uncured.

**(b)** Each Party shall have the right to terminate this Service Addendum in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

**(c)** If the Services Agreement or the MSA terminates or expires, all obligations of Unizin under this Service Addendum, other than Unizin's confidentiality obligations, shall immediately cease and the corresponding Service Addendum shall be deemed to immediately terminate.

**(d)** Whenever a Party has an express right to terminate this Service Addendum, unless expressly stated otherwise, such Party shall not incur any liability to the other Party or Instructure solely as a result of such termination. No refunds (including any pro rata refunds) will be provided in connection with any

termination unless, and then only to the extent, Unizin receives a corresponding refund from Instructure in connection with Member.

(e) Upon termination of this Service Addendum for any reason, any and all liabilities accrued prior to the Effective Date of the termination shall survive.

## **12. Data Transfer upon Termination or Expiration.**

(a) No later than three (3) business days prior to the expiration or earlier termination of the Member Term, Member shall contact Instructure and inform Instructure whether to (i) disable Member's Account(s) and promptly Securely Delete the Member Data, or (ii) retain Member Data in Member's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) for the Retention Period so that Member may extract the data using the API, or if Member elects to not utilize the API, it may also extract the data in any other reasonable manner.

(b) If Member does not make an election under Section 12(a) in a timely manner (i.e., if Member fails to make an election under Section 12(a) at least three (3) business days prior to the expiration or earlier termination of the Member Term), Member shall not be deemed in breach of this Service Addendum and Member shall be deemed to have elected option (ii) under Section 13(a) such that Instructure shall retain the Member Data in accordance with option (ii) under Section 12(a). If Member elects, or is deemed to elect, option (ii) under Section 13(a) and requires the assistance of Instructure in connection therewith, Member shall reimburse Instructure for any applicable reasonable costs.

(c) On the Deletion Date, Instructure shall disable the applicable Member's Account(s) and Securely Delete the Member Data. Commencing on the Deletion Date, Member shall not be able to extract the Member Data from Member's Account(s).

(d) With respect to any Legal Request served on Member for which Member intends to respond, Member may access, copy and/or remove for itself Member Data using the API. If Member is unable to access Member Data using the tools (which include the API) and Documentation provided by Instructure, then, upon request, Instructure will, at a reasonable cost to Member, provide commercially reasonable assistance to enable Member to obtain for itself and access, copy and/or remove the Member Data for any and all purposes relating to Services Agreement or this Service Addendum, including in connection with Section 3.5 of the Services Agreement.

## **13. Miscellaneous.**

### **(a) Fees and Invoices.**

(i) The terms and conditions governing Member's obligations to pay the applicable fees for the receipt of the Services are set forth in the MSA. Failure to timely pay such fees in connection with the Services as set forth in the MSA shall constitute a material breach of this Service Addendum.

(ii) Pursuant to the Services Agreement, Unizin will generally receive one invoice setting forth the Total Amount of Fees due from all then-current Members. Notwithstanding the foregoing, Unizin shall have the right to calculate the amount of Fees for which Member is individually responsible and invoice Member for such amount of Fees in accordance with the MSA.

**(b) Forwarding Information.**

**(i)** Pursuant to Section 3.1.2 of the Services Agreement, Instructure has an obligation to forward to Unizin a report annually providing certain information regarding any education and service-based research conducted by Instructure based on Member Data. Unizin shall forward any such reports received from Instructure to Member within thirty (30) days of receipt.

**(ii)** Pursuant to Section 14.22 of the Services Agreement, Instructure has the obligation to flow down certain sections of the Services Agreement to any Instructure Contractor/ Agent who may have access to Education Records protected under FERPA and to promptly notify Unizin of the name of any such Instructure Contractor/Agents and describe the functions they will serve relative to such Education Records. Within thirty (30) days after receiving such information described in the immediately preceding sentence, Unizin shall forward such information to Member.

**(c) Features.** Pursuant to Section 3.9 of the Services Agreement, Instructure may from time to time offer Members additional features or functionality of the Instructure Platform. However, Member shall have the right to recommend features and functionalities to Instructure and Instructure shall consider incorporating them into the Instructure Platform.

**(d) Terms of Service.** Access and use of the Instructure Platform and Instructure Software by a User is contingent upon such User complying with the Terms of Service.

**(e) Mutual Representations and Warranties.** Each Party represents and warrants to the other that (i) this Service Addendum has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Service Addendum except, with respect to Unizin, from Instructure to the extent required by the Services Agreement; and (iii) the execution, delivery and performance of this Service Addendum does not violate the terms or conditions of any other agreement to which it is a Party or by which it is otherwise bound.

**(f) Contractual Relationship.**

**(i)** The Parties are entering into this Service Addendum as independent contracting parties. This Service Addendum shall not be construed to create an association, agency relationship, joint venture or partnership between the Parties or between either of the Parties and Instructure or to impose any partnership liability upon any Party or Instructure. No officer, director, employee, Affiliate, agent or subcontractor retained by Instructure to perform work on Member's behalf under this Service Addendum shall be deemed to be an employee or agent of Unizin or Member.

**(ii)** Instructure shall be deemed a third party beneficiary of this Service Addendum with respect to Member only (and not with respect to Unizin), and then with respect to Member only in connection with enforcing the obligations of Member or bringing claims against Member under this Service Addendum. Therefore, without limiting any of Unizin's rights (including its rights to bring a claim based on a breach or alleged breach of this Service Addendum by Member), in the event of a breach or alleged breach of this Service Addendum by Member, Instructure shall have the right to assert and pursue claims for breach of contract directly against Member, subject to the other terms and conditions of the Service Addendum. For the avoidance of doubt, and notwithstanding the foregoing, Instructure does not have the right to assert third party beneficiary rights against Member in connection with breaches of the Service Addendum by Member that only harm Unizin and not Instructure. Notwithstanding the foregoing, Instructure shall not be deemed a third party beneficiary of either the Unizin Operating Agreement or the body of the Unizin MSA or any other addendum to such Unizin MSA (except for this Service Addendum) and shall have no rights

thereunder, and then as to this Service Addendum only to the extent otherwise expressly set forth above in Section 13(f) of this Service Addendum.

(iii) Member shall be deemed a third party beneficiary of the Services Agreement to the extent set forth therein. As a result, Member shall have the right to enforce the terms of the Services Agreement against Instructure, subject to the other terms and conditions of the Service Addendum. Notwithstanding the foregoing, Member hereby forever waives and relinquishes in favor of Unizin, and agrees not to assert, any claim it may have against Unizin under or in connection with or arising out of the Services Agreement (including any third party beneficiary claim against Unizin in connection with the Services Agreement). If the foregoing waiver by Member is held to be invalid under Applicable Law by a court of competent jurisdiction, then Unizin's liability to Member in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 7 above.

(iv) Unizin shall have the right to use Unizin Contractor/Agents to perform any of its obligations or to act on behalf of Unizin. All actions of Unizin Contractor/Agents in connection with this Service Addendum are attributable to Unizin for all purposes under this Service Addendum. For the avoidance of doubt, Instructure (which, for the avoidance of doubt, includes Instructure Contractor/Agents) is not considered to be Unizin Contractor/Agents for purposes of this Service Addendum. Member shall have the right to use independent contractors, subcontractors, or other non-employees ("**Member Contractor/Agents**") to perform any of its obligations or to act on behalf of Member. All actions of Member Contractor/Agents in connection with this Service Addendum are attributable to Member for all purposes under this Service Addendum.

(g) **Notices.** Any notice or other communication under this Service Addendum given by any Party or Instructure to the others shall be in writing and shall be effective upon delivery when: (i) delivered in person; or (ii) sent via email for such Party or Instructure with a confirmation telephone call, in each case specifically referencing a notice given under this Service Addendum, provided, however, that a copy of any notice asserting a material breach or default or terminating this Service Addendum shall also be delivered in writing by overnight courier. All notices shall be addressed as set forth below (or to such changes of address of which one Party or Instructure notifies the others in accordance with the foregoing). Notices must be addressed to:

**To Member:**

Tally Thrasher, Director of Purchasing Administration  
Trustees of Indiana University  
1000 Waterway Blvd. Ste.101  
Indianapolis, IN 46202  
[tthrashe@iu.edu](mailto:tthrashe@iu.edu)

**To Unizin:**

Amin Qazi, Chief Executive Officer  
Unizin, Ltd.  
720 Brazos Street  
Suite 810  
Austin, Texas 78701

With (copies) to:

Craig A. Gilley, Esq.  
Mintz Levin Cohn Ferris Glovsky and Popeo PC  
701 Pennsylvania Ave, NW  
9<sup>th</sup> Floor  
Washington, DC 2004

**(h) Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Service Addendum or to exercise any rights or remedies under this Service Addendum shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall remain in full force and effect.

**(i) Assignment.** Except as expressly provided in the remainder of this Section 13(i), neither Party nor Instructure shall directly, indirectly, by operation of law or otherwise assign all or any part of this Service Addendum or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Instructure shall have the right to assign or transfer all of its rights or obligations under this Service Addendum (i) to an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of this Service Addendum. Subject to Instructure's approval rights set forth in Section 14.6 of the Services Agreement, Unizin shall also have the right to assign or transfer all of its rights or obligations under this Service Addendum to any Person to whom the Unizin Board requires, through a validly passed corporate resolution, Unizin to assign this Service Addendum. Any assignment or delegation to the contrary in this Section 13(i) shall be deemed void from inception. Subject to the foregoing restrictions, this Service Addendum shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and Instructure and their respective successors and permitted assigns. This Section 13(i) is not intended to limit either Party's rights or obligations under Section 13(f)(iv) herein or Instructure's or Unizin's similar rights under the Services Agreement. Notwithstanding any other provisions hereof, no assignee will be an entity that is debarred from doing business with any state or federal entity; connected to organized crime; on a government "excluded persons" list; associated with sales of illegal drugs, alcohol, tobacco, firearms, gambling, adult entertainment or adult entertainment products; or otherwise engaged in or associated with activities that would be likely to harm the another party's reputation.

**(j) Integration.** This Service Addendum, including all Exhibits, which are incorporated herein by reference, together with any other Exhibits, which may hereafter be attached hereto in accordance with the terms of this Service Addendum, and all applicable terms of the Services Agreement in effect on the date the Service Addendum is executed, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. This Service Addendum shall not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect. For the avoidance of doubt, and without limiting the foregoing, notwithstanding anything to the contrary in any "Member Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by a Member in connection with this Service Addendum, or the subject matter therein ("Member Purchase Order") will have the effect of adding to, modifying or deleting any of the terms of this Service Addendum, or otherwise altering the obligations or rights of the Parties or Instructure as set forth in this Service Addendum or the Services Agreement unless such Member Purchase Order is signed by Unizin and this Section is expressly referenced and waived by Unizin, and then only to the extent expressly waived therein, in which event any addition, deletion or other modification to this Service Addendum will only be as expressly set forth in such Member Purchase Order executed by Unizin. In the event of any conflict between the provisions of this Service Addendum, the provisions of the MSA, and such Member Purchase

Order executed by Unizin, the following order of precedence shall apply: 1) the provisions contained in this Service Addendum; 2) the provisions contained in the MSA; and 3) the provisions contained in the Member Purchase Order.

**(k) Severability.** If any provisions of this Service Addendum shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Service Addendum shall not be affected thereby and shall remain in full force and effect.

**(l) Governing Law; Dispute Resolution.** This Service Addendum and the rights and obligations of the Parties and Instructure hereunder shall be governed by the law of the state in which Member's main campus is located ("**Governing Law**"), without reference to choice of law principles. Any disputes arising out of or related to this Service Addendum shall be brought only in courts of competent jurisdiction in the state in which Member's main campus is located, following good-faith efforts by the Parties and, if applicable, Instructure, to negotiate a resolution. Member, Unizin and Instructure hereby submit to the sole and exclusive jurisdiction of such courts, waiving the objection to the propriety or convenience of such venues.

**(m) Survival.** The provisions of this Service Addendum that by their nature are continuing shall continue in full force and effect and shall bind the Parties and Instructure beyond any termination, cancellation or expiration of this Service Addendum, except as prohibited by Applicable Law.

**(n) Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Service Addendum due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.

**(o) No Drafting Presumption.** Each Party and Instructure acknowledges that it and its counsel have been given an equal opportunity to review the terms and conditions of this Service Addendum and agrees that this Service Addendum shall not be construed either in favor of or against either Party or Instructure by virtue of the extent of the Parties' or Instructure's involvement in preparing or reviewing this Service Addendum.

**(p) Good Faith.** The Parties and Instructure shall act in good faith with respect to each provision of this Service Addendum and any dispute that may arise related hereto.

**(q) Counterparts; Signature by Electronic Means.** This Service Addendum may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by electronic means, facsimile, or a PDF shall be considered an original for purposes of this Service Addendum.

**(r) INSTRUMENT IS HEREBY DESIGNATED AS A "SCHOOL OFFICIAL" BY MEMBER, AS SUCH TERM IS USED IN SECTION 3.2 OF THE SERVICES AGREEMENT.**

In witness whereof, the Parties have executed this Service Addendum as of the Effective Date.



ACCEPTED AND AGREED:

Member

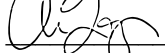

Digitally signed by The Trustees of Indiana University - Tally Thrasher CPM  
DN: cn=The Trustees of Indiana University, Tally Thrasher CPM, o=Indiana University, Purchasing Department, ou=Director of Purchasing Administration, email=tthrasher@iui.edu, c=US  
Date: 2016.09.26 15:55:40 -0400

By: \_\_\_\_\_

Name: Tally Thrasher, C.P.M.

Title: Director of Purchasing Administration

**Unizin, Ltd**

By:  \_\_\_\_\_

Name: Amin Qazi

Title: Chief Executive Officer

**UNIZIN**  
**MEMBER MASTER SERVICES AGREEMENT**

This University Master Services Agreement (this “**Agreement**”), dated as of September 8, \_\_\_\_\_, 201\_7\_, (the “**Effective Date**”) is entered into by and between Unizin, Ltd., a Delaware nonstock corporation (“**Unizin**”), and [College/University Name] (“**University**”). Unizin and University are referred to herein each as a “**Party**” and collectively as the “**Parties**.”

**Membership Purpose**

- Unizin operates a program that provides digitally enabled educational and other services to colleges and universities (referred to herein as the “**Unizin Program**”).
- University and Unizin are parties to that certain Unizin Membership Agreement dated [\_August 8, 2016\_\_\_\_\_] (“**Membership Agreement**”) under which the University became a [Founding Member/Associate Member] of Unizin.
- University and Unizin are also parties to that certain Unizin Master Data Sharing Agreement.
- University wishes to engage Unizin to provide certain services now and in the future in connection with the Unizin Program, and Unizin is willing to provide such services, all as set forth more particularly under the terms and conditions of this Agreement.

In accordance with the Membership purpose, the Parties agree as follows:

**Terms and Conditions**

**1. Unizin Services**

1.1. **Service Addendum.** University has a right, but not an obligation, to purchase, license and/or subscribe to digitally enabled educational products and service by entering into written service addenda to this Agreement with Unizin (each, a “**Service Addendum**”). Each Service Addendum will form a part of this Agreement and be incorporated by this reference. In the event of a conflict between the terms of the main body of this Agreement and the terms of a Service Addendum, the terms of the Service Addendum will control for purposes of such Service Addendum only. A template of the Service Addendum is attached hereto as **Schedule 1**.

(A) **Services.** Each product and service identified in a Service Addendum is a “**Unizin Service**.” University acknowledges that some Unizin Services may include third party products or services provided or made available by Unizin to the University (“**Third Party Services**”), and Unizin may be obligated to include third party provisions that govern Third Party Services within any Service Addendum; any aforementioned third party provisions will form a part of this Agreement with respect to the specific Third Party Service. Notwithstanding anything to the contrary, the obligations and responsibilities of Unizin as set forth in this Agreement and the Membership Agreement shall extend to Third Party

Services. It shall be Unizin's obligation and responsibility to ensure that all Third Party Services comply with the provisions of this Agreement and the Membership Agreement. Unizin shall be responsible for any Third Party Services to the same extent as if it offered the service directly. In no event will any third party provisions supersede provisions of this Agreement, the Member Data Sharing Agreement or the Membership Agreement unless University has been notified of and agrees to the conflict.

(B) **Requirements.** Each Service Addendum will: (1) describe the Unizin Service (including any work product to be provided by Unizin to University thereunder); (2) set forth the price and payment terms for Unizin Service; (3) set forth the duration of the Service Addendum; and (4) identify any Third Party Services and corresponding third party provisions, and will include such other details as the Parties deem appropriate.

1.2. **University Compliance.** University acknowledges that its timely provision of (and Unizin's access to) relevant University assistance, cooperation, and complete and accurate information and data (including required consents, licenses and authorizations, if any) is essential to the performance of Unizin Services. Unizin will not be liable for any deficiency or delay in performing the Services if such deficiency results solely from University's failure to provide full cooperation, assistance and information as required hereunder.

1.3. **Restrictions.** To the maximum extent permitted under applicable law and except as otherwise set forth in this Agreement or a Service Addendum, University will not, directly or through others: (a) commercially exploit any Unizin Services, including without limitation by marketing, licensing, selling, distributing, or transferring Unizin Services to a third party; (b) disassemble, reverse engineer or decompile any software used by University to provide Unizin Services; (c) prepare derivative works from any component of Unizin Services or attempt to discover any portion of the source code or trade secrets therein; (d) sell, lend, rent, give, assign or otherwise transfer or provide access to Unizin Services to any unauthorized user or third party; (e) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of Unizin Services; or (f) reverse engineer any software or application provided by Unizin, or use any such software or application in a manner (in each case, as reasonably determined by Unizin) that constitutes excessive or abusive usage.

## 2. Fees and Payment

2.1. **Fees.** University will pay Unizin the fees and costs set forth in each Service Addendum in accordance with the terms of the Service Addendum and this Section 2.

2.2. **Payment.** Unizin will invoice University for all Unizin Services, reimbursable expenses incurred by Unizin in connection with performing the Services, and other payments due under any Service Addendum. University will pay invoices within thirty (30) days of the date of the invoice. If the University fails to make payment when due, Unizin will provide University with written notice of the delinquency. After fifteen (15)

days of receiving such notice, University must make the payment. If University fails to do so, Unizin may (a) suspend performance of Unizin Services under the Service Addendum with respect to which payment is overdue; and/or (b) terminate the Service Addendum with respect to which payment is overdue. Unizin's exercise of its remedies under this Section 2 (Fees and Payments) is cumulative and without prejudice to any other remedies available hereunder or at law or equity.

2.3. **Dispute.** If University disputes a particular fee, University must provide Unizin with written Notice (pursuant to Section 7.18, Notice) of the disputed amount within forty-five (45) calendar days of invoice receipt, but is required to timely pay any undisputed portion of such invoice in accordance with Section 2.2, Payment. University will cooperate in good faith with Unizin in an attempt to resolve any and all disputed invoices or portions thereof within ten (10) business days following receipt of such notice of dispute. Within five (5) business days following the resolution of a dispute over an invoice or a portion thereof, University must pay to Unizin the resolved amount of fees, if any, due to Unizin.

2.4. **Taxes.** As between Unizin and University, Unizin will be responsible for any and all federal, state, county, and local sales or use tax imposed or based on Unizin Services that are applicable to University.

### 3. **Term and Termination.**

3.1. **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier as provided in this Section 3, continues for a period of one (1) year, and will automatically renew for consecutive one (1) year terms unless terminated by written notice by either party at least thirty (30) days prior to the expiration of any such consecutive term. Termination of this Agreement automatically terminates each then-outstanding Service Addendum.

3.2. **Termination by University.** In addition to the termination rights in Section 3.1, University may terminate this Agreement without cause by providing at least sixty (60) days' written Notice (pursuant to Section 7.18) to Unizin; provided, however, that if University terminates this Agreement under this Section 3.2 and if there are any Service Addenda outstanding as of the date of such termination, then the date of termination of this Agreement will be automatically extended to be concurrent with the date of termination or expiration of the last-to-expire/terminate of such Service Addenda.

3.3. **Termination for Cause.** If a Party materially breaches a Service Addendum or this Agreement, and does not cure such breach within thirty (30) days of receipt of notice from the other Party reasonably describing such breach, then the non-breaching Party may terminate this Agreement or Service Addendum, as applicable, upon notice to the breaching Party.

3.4. **Effect of Termination.** Upon termination of this Agreement for any reason, University will remain responsible for any accrued and prorated fees that are owed to Unizin under each Service Addendum in effect at the time of such termination.

University's payment obligations, all rights and liabilities that accrued before termination of this Agreement, and Sections 3.4, 4 Intellectual Property and 7, Miscellaneous, will survive termination indefinitely or for their respective terms if so stated. Further, if the Membership Agreement terminates for any reason, this Agreement shall also terminate except to the extent that if there are any Service Addenda outstanding as of the date of such termination, then the date of termination of this Agreement will be automatically extended to be concurrent with the date of termination or expiration of the last-to-expire/terminate of such Service Addenda.

#### 4. **Intellectual Property.**

4.1. **Generally.** Unizin has invested substantial time, money, and other resources in developing its network, in maintaining the confidential nature of its trade Confidential Information (as such term is defined in Section 6.1 Confidentiality), including, without limitation, its trade secrets and proprietary information, and in developing its goodwill, reputation, and relationships. Unizin has also invested substantial time, money, and other resources in teaching its employees and disclosing to its members such Confidential Information, including, without limitation, its operational methods and models and how it developed its network and services. The restrictive covenants in this Section 4(Intellectual Property) are intended to protect such legitimate interests of Unizin.

#### 4.2. **Infringement Claims.**

(A) **Indemnification.** If a third party makes a claim against University or its authorized users (as such users are described in a Service Addendum) alleging that a Unizin Service (excluding University content) infringes any U.S. patent, U.S. copyright, or trademark or misappropriates any trade secret ("IP Claim"), then Unizin will defend the University and such authorized users against the IP Claim, and pay all costs, damages and expenses (including reasonable legal fees and costs) finally awarded against the University by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Unizin arising out of such IP Claim; *provided that*: (1) University notifies Unizin of such claim promptly upon becoming aware of it; (2) University permits Unizin to assume sole control of the defense of such claim and all related settlement negotiations; and (3) University provides Unizin, at Unizin's request and expense, with the reasonable assistance, information and authority necessary to perform Unizin's obligations under this Section. University may not make any admissions or consent to any judgment or settlement in respect of an IP Claim without Unizin's prior written consent. THIS SECTION STATES THE ENTIRE LIABILITY OF UNIZIN AND ITS LICENSORS TO UNIVERSITY OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

(B) **Exceptions.** Unizin will not be liable for any IP Claim based on: (1) the unauthorized modification of the Unizin Service by University; (2) the use of the Unizin Service by University other than in accordance with the provided

documentation and this Agreement; or (3) University data. If, due to an IP Claim or the threat of an IP Claim, the Unizin Service is held by a court of competent jurisdiction to be infringing, or in Unizin's reasonable judgment may be held to infringe by such a court, or University receives a valid court order enjoining University from using the Unizin Service, or in Unizin's reasonable judgment, University may receive such an order, then Unizin may, at its option and expense: (1) replace or modify the Unizin Service to avoid the claim; (2) obtain for University a license to continue using the Unizin Service; or (3) terminate the Service Addendum by which the Unizin Service was provided upon notice, and refund prepaid but unused amounts received from University in respect of the balance of the term of such Service Addendum.

**5. Accessibility.** Unizin will comply and will cause all Third Party Services to with industry-recognized accessibility standards for Electronic and Information Technology in compliance with Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. §701 (2016), namely, at a minimum, the WCAG 2.0 AA standard promulgated by the World Wide Web Consortium (W3C). Unizin will make commercially reasonable efforts to ensure that Unizin Services include assistive technologies and features, and will also include accessibility features in any Unizin Services' support documentation and instructions for using its services with assistive technologies. Unizin warrants the accuracy of any support documentation and instructions that it provides to University.

**6. Protection of Information.**

**6.1. Confidentiality.** All information and materials disclosed or made available by a Party to the other in connection with this Agreement or any Service Addendum, shall constitute such Party's "**Confidential Information**" as that term is defined in the Membership Agreement, and the provisions of the Membership Agreement governing the Parties' use and disclosure of Confidential Information thereunder shall equally apply to the Parties' performance of this Agreement.

**6.2. Obligations Related to Confidential Information.** Confidential Information will be used by the receiving Party solely for and in connection with its services, activities, and engagement with the other Party. The receiving Party understands and agrees that it will only discuss Confidential Information (including requests for same) with the other Party and its designees. The Receiving Party will keep any and all Confidential Information secret and confidential and will not disclose it to any third-party without the other Party's written authorization unless required by law. The fact that such information has been delivered to the receiving Party is itself Confidential Information for purposes of this Agreement. The receiving Party will not make any unauthorized copies of any of the Confidential Information, nor any abstracts or summaries thereof or references thereto in any other documents. Upon the termination of this Agreement, the receiving Party will either destroy or return to the other Party all Confidential Information which is in tangible form, including, without limitation, any copies which the receiving Party may have made, and will destroy any and all abstracts, summaries thereof or references thereto in any documents and certify to the other Party that such has been done.

6.3. **Compliance with Applicable Privacy Law.** Unizin represents that it is in compliance, and will continue to comply, with applicable state and federal laws, rules, regulations, codes, orders, decrees, guidelines and rulings thereunder of any federal, state, regional, county, city, municipal or local government of the United States or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, relating to privacy and protection of Personal Information (as defined below) and all applicable state privacy, security, data protection and destruction, and data breach notification statutes and regulations, including but not limited to the Family Education Rights and Privacy Act of 1974, as amended (“FERPA”), 20 U.S.C. § 1232g (2016); 37 C.F.R. Part 99 (2016). The term “Personal Information” has the meaning of such term or like terms set forth in each of the applicable Privacy Laws that describes covers or defines data that identifies or can be used to identify individuals.

6.4. **Written Information Security Program.** Unizin will maintain a written information security program to govern the protection of all Personal Information the University maintains, pursuant to which it applies industry standard best practices and the requirements of each applicable law to all covered Personal Information.

(A) **Data Use and Disclosure.** All relevant vendors, service providers and other entities (“Company’s Third Party Service Providers”), to which Unizin provides Personal Information are required to enter into written agreements with Unizin that require Company’s Third Party Service Providers to protect such Personal Information in a manner that is substantially similar to the protections that the Company is required to impose by law and to Unizin’s written information security program. Unizin may use, disclose, or re-disclose de-identified data only as permitted by applicable law. Unizin acknowledges that, for purposes of this Agreement only, University has designated Unizin as a “School Official,” as that term is used FERPA, with a “legitimate educational interest” in any University data or Personal Information that is protected by FERPA and, therefore, Unizin agrees that, with respect to all University data that is protected by FERPA that Unizin accesses, receives, stores, and/or controls, Unizin will comply with all obligations that FERPA imposes on a School Official. Except as required by law, Unizin will not use or re-disclose Personal Information derived from Educational Records subject to FERPA for any purpose other than the purposes for which that data was obtained. All Education Records received by Unizin from an Entity subject to FERPA will be used and maintained under the direct control of that Entity. “Education Records” have the meaning of such term as set forth in the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. §1232g (2016); 37 C.F.R. Part 99 (2016).

(B) **Data Security.** Unizin will use industry standard best practices to protect and secure Personal Information maintained by Unizin against loss, misuse, unauthorized access, disclosure, alteration, and destruction, including administrative, technological, and physical safeguards. Unizin will conduct regular privacy and data security audits and employee training and provide a

summary of its audit results to University upon reasonable request, which audit results will be considered Confidential Information.

(C) **Data Breach Notification.** Unizin will maintain an Incident Response Plan to respond to data security incidents, including possible or actual unauthorized access to or disclosure, misuse, alteration, destruction, or other compromise of Personal Information. In the event of a data security incident, Unizin will provide notification of that incident first directly to University, and then will follow University's reasonable instructions with respect to providing such notification as is as required by applicable state and federal law.

(D) **Data Disposal.** Unizin shall use commercially accepted techniques to erase/delete all of University's data not needed for research purposes from all of its systems within sixty (60) days of termination of this Agreement. Unizin also shall use commercially accepted techniques to erase/delete all of University's remaining data as soon as practicable from all of its systems, but no later than sixty (60) days after such data are no longer needed for research purposes.

(E)

## 7. Miscellaneous

7.1. **Warranty.** Unizin warrants to University that (i) Unizin will perform Unizin Services in a professional manner by qualified personnel and in a manner consistent with industry standards; (ii) Unizin Services and Third Party Services shall perform materially in accordance with the description and documentation contained in any Service Addendum and that features and functionality of the Unizin Service or Third Party Service will not be materially decreased during the term of any Service Addendum; and (iii) Unizin Services and Third Party Services will not contain malicious code and that Unizin will use commercially reasonable efforts to prevent the introduction of any malicious code into any Unizin Service or Third Party Service. ("Malicious Code" means any program, routine, device or other feature, including without limitation, viruses, worms, time bombs, software locks, drop dead devices, back door Trojan horses and other harmful code, files, scripts, agents or programs which is undocumented and: (A) designed to delete, disable, deactivate, provide unauthorized access, interfere with or otherwise harm any software, program, data, device, system or service; (B) intended to provide unauthorized access or to produce unauthorized modifications; (C) causes the Unizin Service or Third Party Service to be erased, to become inoperable or otherwise incapable of being used in accordance with the terms of this Agreement or Service Addendum; or (D) could otherwise cause harm or interfere with University's exercise of its rights under this Agreement or Service Addendum.). University's sole and exclusive remedy for Unizin's breach of the foregoing warranty will be to provide Unizin with a detailed written description of such breach within thirty (30) days from the date of performance of the nonconforming Unizin Services (or portion thereof, if applicable), in which case Unizin will use commercially reasonable efforts to re-perform such Unizin Services (or portion thereof); if no written rejection is given to Unizin by University within such thirty (30) days, such Service is deemed to have been accepted.



7.2. **Reasonableness of Restrictions.** Each Party hereby expressly acknowledges and agrees that each, every, and all of the restrictive covenants contained under this Agreement: (A) are necessary for the reasonable and proper protection of the goodwill of both Parties, their trade secrets, proprietary data, and Confidential Information; (B) are reasonable with respect to length of time, scope, and geographic area; and (C) will not prohibit such Party from engaging in business.

7.3. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5 and 7.1, UNIZIN MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR DELIVERABLES, AND UNIZIN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7.4. **Further Actions.** The Parties agree to prepare, execute and deliver or cause to be prepared, executed and delivered all such other documents necessary or advisable to fulfill the purpose of this Agreement, including, without limitation, execution of a nondisclosure agreement with third-party vendors, if necessary.

7.5. **Relationship Between the Parties.** The Parties are entering into this Agreement as independent contracting parties. Nothing herein may be construed to create a partnership, agency, or joint venture between the Parties. No Party will hold itself out as being part of, controlled by, or acting on behalf of the other Party. The Parties agree to inform third-parties that neither Party is part of the other. All individuals employed by Unizin who provide personal services to University are not public employees for purposes of any applicable State law, regulation and/or code.

7.6. **Exclusion of Damages.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, AGENTS, OR CONTRACTORS, WILL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS OR ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSON. UNIVERSITY HEREBY WAIVES ANY RIGHT TO BRING A CLAIM AGAINST UNIZIN OR UNIZIN ARISING OUT OF OR IN CONNECTION WITH ANY UNIZIN SERVICES EXCEPT AS EXPRESSLY PERMITTED IN A SERVICE AGREEMENT OR SERVICE ADDENDUM.

7.7. **Limitation of Liability.** The aggregate and cumulative liability of Unizin to University for all damages arising out of or relating to this Agreement will in no event exceed three times (3x) the amount of fees paid by University to Unizin under the Service

Addendum under which the cause of action arose.

7.8. **Indemnification.**

(A) **Mutual.** To the extent authorized by applicable law, each Party (“**Indemnitor**”) must indemnify, defend, and hold harmless the other Party and each of its successors, assigns, affiliates, and subsidiaries and its respective members, managers, directors, officers, trustees, shareholders, agents, employees, agents, and representatives (collectively, “**Indemnitees**”) from and against all any and all third party claims, demands, suits, liabilities, losses, damages, judgments, expenses, and costs (including, but not limited to, reasonable attorneys’ fees) (collectively, “**Claims**”) alleged against any of the Indemnitees caused by the Indemnitor’s gross negligence, willful misconduct, or violation of laws.

(B) **Process.** The Party that is the Indemnitee must give prompt written Notice (Pursuant to Section 7.18, Notice) of the claim to the Party that is the Indemnitor; *provided, however*, that any failure or delay in providing such notice will not relieve the Indemnitor of its indemnification obligation, except to the extent it is actually prejudiced by such failure or delay. The Indemnitee will cooperate as reasonably requested by the Indemnitor in the defense against any Claims. The Indemnitor has the right to assume and control the defense of the indemnification claim at its own expense with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee. The Indemnitee will not settle or compromise the indemnification claim without the prior written consent of the Indemnitor.

(C) **Sovereign Immunity.** Nothing in this Agreement or this Provision 7.8 waives any University sovereign immunity protections under applicable law. University shall be responsible to the fullest extent authorized under the law for (1) its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority, and (2) breach of contract in the same manner as any private party would be under the same or similar circumstances.

7.9. **Force Majeure.** Both Parties will be excused from performance for any period during which, and to the extent that it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence.

7.10. **Good Faith.** The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

7.11. **Compliance with Applicable Laws.** All University’s obligations under this Agreement are subject to applicable laws. Each Party will comply with all applicable laws in connection with the subject matter of this Agreement and its performance under this Agreement.

7.12. **Binding Effect and Assignment.** This Agreement inures to the benefit of and will be binding upon the Parties and their respective heirs, legal representatives, successors, and permitted assigns; provided, however, that neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by either Party without first obtaining a written consent signed by the other. Any assignment by University which is not consented to or in accordance with or permissible under this section is void, unenforceable, and without effect.

7.13. **No Third Party Beneficiaries.** Nothing contained herein will be construed as creating any right, claim, or cause of action in favor of any third-party, against either of the Parties.

7.14. **Governing Law.** This Agreement is subject to and construed under the laws of the University's home state, without giving effect to any conflict or choice of law provisions which would make applicable the domestic substantive law of any other jurisdiction. Further, the Parties hereto each hereby agree, consent, and fully submit to the exclusive venue and personal jurisdiction of the state and federal courts located in the University's home state.

7.15. **Entire Agreement.** This Agreement, together with each Service Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and cancels, voids, and supersedes any and all other prior agreements and contracts, written or oral, express or implied, between the Parties (or their respective affiliates or predecessors) with respect to the subject matter hereof.

7.16. **Amendment and Waiver.** Any amendment, modification, revocation, or waiver of this Agreement (including any Service Addendum) is void, unenforceable, and without effect, unless in writing and signed by both Parties. No failure or delay on the part of either Party in the exercise of any power or right hereunder operates as a waiver thereof, nor will any single or partial exercise of any such power or right preclude another or a further exercise of any other right or power. A waiver by either Party of a provision of or a breach of this Agreement must not operate or be construed as a waiver of any other provision or subsequent breach hereunder.

7.17. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, to any extent, in whole or in part, as to any situation, entity, or person, the invalidity, illegality, or unenforceability of any such provision is limited to such situation, entity, and/or person, and in no way affects the validity, legality, or enforceability of any other provision of this Agreement.

7.18. **Notice.** Any notices given or otherwise provided pursuant to this Agreement will be deemed sufficiently given by one Party to the other Party only if in writing, signed by such Party, and only: 1) if and when delivered or tendered either in person to an executive officer of Unizin (for Unizin) or the University's Representative (for University); 2) on the next business day if sent by overnight courier, addressed to an executive officer of Unizin (for Unizin) or the University's Representative (for University) at the address set forth below; or 3) three (3) business days after deposit with

the United States Postal Service in a sealed envelope registered or certified, return receipt requested, with requisite postage prepaid, and sent to an executive officer of Unizin (for Unizin) or the University's Representative (for University) at the address set forth below:

If to Unizin:

**Unizin, Ltd.**  
**720 Brazos Street**  
**Suite 810**  
**Austin, Texas 78701**  
**Attention: Chief Executive Officer**

If to University:

Trustees of Indiana University  
Attn: Tally Thrasher  
1000 Waterway Blvd., Ste 101  
Indianapolis, IN 46202

or to such other address as a Party previously designates by written notice to the other Party, given in accordance with this section.

7.19. Remedies.

(A) **Generally.** Except as expressly provided herein to the contrary, no remedy made available to a Party by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy is cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

(B) **Certain Remedies.** Each Party hereby expressly acknowledges and understands that in the event of any breach or threatened breach by it of any of the covenants contained in Section 4 of this Agreement, the interests of the other Party may be irreparably injured, the full extent of the damages may be impossible to ascertain, monetary damages may not be an adequate remedy, and in addition and supplementary to other rights and remedies existing in its favor, the other Party will be entitled to seek to enforce such covenants by temporary, preliminary, or permanent injunctive relief or other equitable relief, without the necessity of posting bond or security, which each Party hereby expressly waives.

7.20. **Due Authorization.** University hereby expressly warrants and represents that: it has authority to enter into and execute this Agreement; and the signatory executing this Agreement for and on behalf of University has due authorization to do so.

7.21. **Headings.** The paragraph and section headings in this Agreement are for convenience and reference only and the words contained therein are in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement and this Agreement will be interpreted and construed as if

drafted and negotiated by both Parties.

7.22. **Review and Understanding.** Each Party agrees that it has had the opportunity to fully review this Agreement and to consult with its legal, accounting, and other professional advisors regarding the terms and provisions hereof, and that it is able to read, has read, and understands the meaning, legal consequences, and effect of this Agreement.


7.23. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which together constitute one and the same Agreement. Signature pages sent via facsimile or email will be considered original signature pages for any and all purposes.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

**Unizin:**

Unizin, Ltd.

By:  \_\_\_\_\_

Amin Qazi  
\_\_\_\_\_  
Name

Chief Executive Officer  
\_\_\_\_\_  
Its (Title)

**University:**

Trustees of Indiana University  
\_\_\_\_\_  
Name of University

By:  \_\_\_\_\_  
 **INDIANA UNIVERSITY**  
PURCHASING DEPARTMENT

Digitally signed by The Trustees of Indiana University - Tally Thrasher CPM  
DN: cn=The Trustees of Indiana University - Tally Thrasher CPM, o=Indiana University - Purchasing Department, ou=Director of Purchasing Administration, email=tthrashe@iu.edu, c=US  
Date: 2017.09.08 16:33:51 -0400

Tally Thrasher  
\_\_\_\_\_  
Name

Director of Purchasing Administration  
\_\_\_\_\_  
Its (Title)

1000 Waterway Blvd, Ste. 101, Indianapolis, IN 46202  
\_\_\_\_\_  
Address

tthrashe@iu.edu  
\_\_\_\_\_  
Email Address

**SCHEDULE 1**

**SERVICE ADDENDUM TEMPLATE**  
**(to be completed for each separate Unizin Service)**

\*\*\*\*\*

**Service Addendum No. [ ]**

This Service Addendum No. [ ] (“**Service Addendum**”) is dated \_\_\_\_\_, 20\_\_ (“**Service Addendum Effective Date**”) and entered into by and between Unizin and University pursuant to that certain Unizin University Master Services Agreement entered into by and between the Parties dated \_\_\_\_\_, 201\_\_ (“**Agreement**”). This Services Addendum is governed by the terms of the Agreement. Capitalized terms used but not defined in this Services Addendum have the meanings ascribed to them in the Agreement.

Unizin Services:

*[identify the Unizin Services to be provided]*

Service Addendum Term:

*[identify the term of this SA]*

Fees:

*[identify the fees and costs payable by University to Unizin under this SA]*

Third Party Products and Terms (if any):

Additional Terms (if any):

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute and deliver this Service Addendum as of the Service Addendum Effective Date.

**Unizin:**

Unizin, Ltd.

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Its (Title)

**University:**

\_\_\_\_\_  
Name of University

By: \_\_\_\_\_