

Standard Contract

Contract #SPP 25-1753
Parking Management Software

This contract, between T2 Systems hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective November 1, 2024 with full execution of this document by both parties.

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements contained herein, agree as follows:

PERIOD OF CONTRACT: Date of November 1, 2024 through October 31, 2025 (“Initial Term”) with two (2), one-year renewal options.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

- 1. This signed Contract inclusive of the General and Special Terms and Conditions, Method of Payment, and Pricing;
- 2. UMW Hosted Technology Services Addendum (HTSA) (Attachment A);
- 3. T2 Systems Master Customer Agreement (Attachment B);
- 4. T2 Systems Flex® Subscription Addendum (Attachment C);
- 5. T2 Systems Statement of Work (Attachment D);
- 6. T2 Systems Quotation ID Q-42418 dated 11/15/2024 (Attachment E).

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

- I. **SCOPE OF SERVICES:** The Contractor shall provide the goods and services as described within the Flex® Subscription Addendum and NuPark Software Subscription Addendum.
- II. **PRICING:** Annual pricing is in accordance with T2 Systems Quotation ID Q-42418 dated 11/15/2024 as follows:

Table 1. Subscription
Subscriptions

Product Name	Product Code	Sales Price	Total
Annual Subscription Software			
Year 1 (11/1/24 – 10/31/25)	100.2080	USD 36,545.42	USD 36,545.42
Year 2 (11/1/25 – 10/31/26)	100.2080	USD 38,372.69	USD 38,372.69
Year 3 (11/1/26 – 10/31/27)	100.2080	USD 40,291.32	USD 40,291.32
TOTAL:			USD 115,209.43

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Year 1 Total: USD 36,545.42
Year 2 Total: USD 38,372.69
Year 3 Total: USD 40,291.32

III. **CONTRACT ADMINISTRATION:** The University's Parking Service Manager, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

IV. **GENERAL TERMS AND CONDITIONS:**

**MANDATORY COMMONWEALTH of VIRGINIA and UNIVERSITY of MARY WASHINGTON
GENERAL TERMS AND CONDITIONS**

The following terms and conditions shall apply to all procurements as required by Commonwealth of Virginia Law or University of Mary Washington policy for goods and services. These terms may be negotiable only through the University's legal counsel.

- A. **ANTI-DISCRIMINATION:** By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://adminfinance.umw.edu/procurement/>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

In every contract over \$10,000, provisions 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - d. If the contractor employs more than five employees, the contractor shall:
 - i. provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and

- ii. post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by either party in whole or in part without the written consent of the other party, for which consent will not be unreasonably withheld.
- D. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for at least five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period at its own expense.
- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from being awarded a contract for the type of goods and/or services covered by this contract, nor are they an agent of any person or entity that is currently so debarred.
- G. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- H. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

1. Effective July 1, 2014, the Vendor Transaction Fees are:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- K. **PRICE CURRENCY**: Unless stated otherwise in the contract, Contractor shall state prices in US dollars.

V. SPECIAL TERMS AND CONDITIONS:

- A. **ADDITIONAL (FUTURE) GOODS & SERVICES**: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement.
- B. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The University may order changes within the general scope of the contract at any time by written notice to the contractor and subsequent written approval from contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt if approved by contractor. The contractor shall be compensated for any additional

costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

- i. By mutual agreement between the parties in writing;

C. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and notify the University of any breach or suspected breach in the security of such information within seventy-two (72) hours. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

D. **CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - ii. That each party shall have authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

E. **DEFAULT:** In the event Contractor fails to deliver goods or services in accordance with the contract terms and conditions, the University must provide written notice to Contractor and Contractor has thirty (30) days after receipt of notice to remedy such failure after. If Contractor fails to provide a suitable remedy within 30 days, University may terminate the contract and procure other sources.

F. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a

period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- G. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- H. **INSURANCE:** By signing and submitting this contract, Contractor certifies that Contractor shall maintain throughout the entire terms of the Contract the insurance coverage as specified within Section 9 of Contractor's Master Agreement, Attachment B to this agreement. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- I. **INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during final inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- J. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University: University of Mary Washington
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor: T2 Systems
Attn: Melina Morokhovich
8900 Keystone Crossing, Suite 700
Indianapolis IN, 46240

- K. **RENEWAL OF CONTRACT AND CONTRACT TERM:** The initial term of this contract is for the period of November 1, 2024 through October 31, 2025 ("Initial Term"). This contract will renew upon mutual agreement by both parties in writing for two (2) successive one-year periods, under the terms of the contract, at the prices as specified within Table 1 on page 1, unless either party provides written notice of termination at least 60 days prior to the expiration of the effective contract period.
- L. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

M. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

VI. METHOD OF PAYMENT/PAYMENT TERMS: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. **University Charge Card:** At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023.
2. **Virtual Payables** through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. **Check or ACH:** Payment will be made 30 days upon receipt of a properly completed invoice; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

T2 SYSTEMS, INC.

Signed by:
Signature: 
7623AEA46D6B4AB...

Printed Name: Mindy Powers

Title: Head of Commercial Sales

Date: November 18, 2024

Phone: (317) 524 7410

Email: Mindy.powers@t2systems.com

UNIVERSITY OF MARY WASHINGTON

Signed by:
Signature: 
70867834270D42D...

Printed Name: Lindsay Fare

Title: Senior Contract Officer

Date: 11/26/24

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

Attachment A

Hosted Technology Services Addendum

SUPPLIER NAME: T2 Systems. Inc.

SUPPLIER
PRODUCT/SOLUTION: T2 Flex Subscription

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

Definitions:

- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
 - University: "University" or "the University" means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
 - University Data: "University Data" is defined as any data that the Vendor obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
 - Personally Identifiable Information: "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
 - Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
 - Service(s): "Service" or "Services" means any goods or services acquired by the University from the Vendor.
1. **Rights and License in and to University Data**: The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
 2. **Nonvisual Access To Technology**: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template).

3. Data Privacy:

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third-party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. Contractor will maintain an uptime of 99.0% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time, any force majeure event and anything outside the control of Contractor, including the University's and Contractors network down time.

6. Employee Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. Security Breach:

- a. Response. Immediately (within three (3) days) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. Subject to the limitations outlined in the T2 Master Agreement at Attachment B, In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason which may be subject to an additional extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats

that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

- c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date. Any transitional work required during the term of the Agreement or after termination, will be subject to additional fees.

10. **Audits:**

- a. The University reserves the right in its sole discretion to perform audits of Contractor at its own cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement against the University's own instance only and not against the full Contractor's Flex hosted network; and
 - ii. formal penetration test, performed by a process and qualified personnel approved by the University, against the University's own instance only and not against the full Contractor's Flex hosted network of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

11. **Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, including purchase orders between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

Attachment B

T2 Master Agreement



T2 Master Customer Agreement

This Master Customer Agreement ("Agreement") is made by and between T2 Systems, Inc. ("T2C or T2 Systems") each on behalf of itself and for the benefit of its respective Affiliates (as defined below) and University of Mary Washington ("Customer") as of the Effective Date set forth below.

By signing this Agreement, the parties acknowledge to have read, understand and agrees to be bound by the terms and conditions of this Agreement.

1. **BACKGROUND.** The Agreement establishes the overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into an Addenda. The following Addenda will be entered into by Customer and T2 Systems or one of its Affiliates and each will be incorporated in this Agreement herein.

-Flex Software Subscription Addendum

In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:

- (a) **"Addenda" or "Addendum"** means each document attached hereto and made part of the Agreement which may include a Quote, Order Form or Statement of Work, between Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.
- (b) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (c) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
 - (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;
 - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.

- (d) **"Customer Data"** means the data provided to T2 Systems by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.
- (e) **"Documentation"** means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 Systems to its customers from time to time.
- (f) **"Effective Date"** means the latest of the dates on which this Agreement is executed by Customer and T2 Systems as indicated in the signature block at the end of these terms and conditions.
- (g) **"Hardware"** means the T2 Systems hardware sold and provided by T2 Systems to Customer under an Addendum.
- (h) **"Products"** means the T2 Systems products licensed or sold by T2 Systems to Customer under an Addendum including Software and Hardware.
- (i) **"Quote"** or **"Order Form"** means the quote provided by T2 Systems to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.
- (j) **"Representatives"** means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (k) **"Services"** means the T2 Systems services provided by T2 Systems to Customer under an Addendum.
- (l) **"Software"** means the T2 Systems Software access to which is licensed by T2 Systems to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

- 3. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **FEES AND PAYMENT.**

- (a) Customer agrees to pay to T2 Systems the fees plus all applicable taxes as set forth in the applicable Addendum.
- (b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, **"Taxes"**). Customer shall pay all applicable Taxes, other than taxes on T2 System's income. If T2 Systems pays any such amounts on behalf of Customer, Customer shall reimburse T2 Systems upon presentation of proof of payment.
- (c) If Customer claims an exemption from any such taxes, Customer shall provide to T2 Systems an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 Systems and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 Systems from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 Systems has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 Systems with respect to any amount paid by Customer to T2 Systems and not remitted to the relevant taxing authority.

5. **OWNERSHIP.**

- (a) Customer agrees that the Software, Documentation and Services are proprietary products and services of T2 Systems and that all right, title and interest in and to the Software, Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with T2 Systems and its third party licensors. The Software contains trade secret and proprietary information owned by T2 Systems or its third party licensors and is protected by copyright laws and international trade provisions and other applicable law. Customer must treat the Software like any other copyrighted material and Customer may not copy or distribute the Software or the Documentation, electronically or otherwise, for any purpose. Any Software provided under an Addendum will be licensed not sold to Customer.
- (b) Customer agrees that any copies made of the Documentation, any other T2 Systems Confidential Information and any other material obtained from T2 Systems shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

- (c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. CONFIDENTIALITY.

- (a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
 - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
 - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
 - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or
 - (iv) that is disclosed with the written consent of the disclosing party.
- (b) Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (c) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- (d) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (e) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.

7. CUSTOMER DATA.

- (a) Customer shall be solely responsible for, and to the extent permitted by Commonwealth of Virginia law and the Commonwealth of Virginia constitution, shall hold T2 Systems, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party. Nothing in this provision or agreement shall function to waive or abrogate the sovereign immunity of the Commonwealth of Virginia.
- (b) The Software may create and store databases of personal information of Customer end-users and data relating to Customer on the Customer's computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 Systems shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 Systems may use Customer Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data. Customer represents and warrants that the Customer Data does not infringe or

violate the intellectual property, proprietary or personal rights of any third party and Customer has the right to grant T2 Systems the right to use the Customer Data as set forth herein.

- (d) T2 Systems will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 Systems pursuant to this Agreement will be safeguarded by T2 Systems to the same extent that T2 Systems safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2 System's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 Systems from third parties, T2 Systems shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 Systems has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2 Systems, T2 Systems shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 Systems took or is taking to stop the unauthorized access.
- (e) T2 Systems maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once annually), T2 Systems will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

T2 Systems Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 Systems or any of its Representatives,

- (a) giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2 Systems.
- (b) **Intellectual Property Indemnification.** Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2 System's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 Systems to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2 System's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 Systems shall, at its expense:

- (i) procure for the Customer the right to continue using the affected Product or Software; or
- (ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 Systems by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

- (c) **Customer Indemnification.** Intentionally left blank.
- (d) **Defense.** Intentionally left blank.

9. INSURANCE.

- (a) During the Term of this Agreement, T2 Systems shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 Systems will, within ten (10) days after the last signature date on the Contract, provide Customer with a copy of its certificate(s) of insurance.
- (b) T2 Systems will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following limits of coverage:
- (i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:
- | | | |
|-----|-------------------------------------|-------------|
| (A) | Employers Liability - Each Accident | \$1,000,000 |
| (B) | Employers Liability - Each Employee | \$1,000,000 |
| (C) | Employers Liability - Policy Limit | \$1,000,000 |

T2 Systems Workers' Compensation policy will include states appropriate for T2 Systems employees and operations.

- (ii) Commercial General Liability Insurance with limits of not less than:

(A)	Each Occurrence Limit	\$1,000,000
(B)	Personal & Advertising Injury	\$1,000,000
(C)	General Aggregate	\$2,000,000
(D)	Products - Completed Operations Aggregate	\$2,000,000

T2 System's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2 System's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

- (iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;
- (iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.
- (c) The insurance coverage carried by T2 Systems as set forth herein shall not in any way expand T2 Systems liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. EXCLUSION OF WARRANTIES.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2 SYSTEMS, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 SYSTEMS AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 SYSTEMS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 SYSTEMS WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 SYSTEMS DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 SYSTEMS WILL BE THE SOLE

RESPONSIBILITY OF THE CUSTOMER. T2 SYSTEMS WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SYSTEMS SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 SYSTEMS BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SYSTEMS SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2 SYSTEMS , ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- (b) IN NO EVENT WILL T2 SYSTEMS OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEMS SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (d) INTENTIONALLY LEFT BLANK.
- (e) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2 SYSTEMS, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (f) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 SYSTEMS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (g) INTENTIONALLY LEFT BLANK.

12. TERMINATION.

- (a) INTENTIONALLY LEFT BLANK.
- (b) INTENTIONALLY LEFT BLANK.

- (c) Either party may terminate this Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 Systems shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- (d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2 Systems, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
 - (i) T2 System's obligation to provide the affected Products and Services will terminate;
 - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2 System's option, become immediately due and payable;
 - (iii) Customer is not entitled to a refund for any affected Products and Services that are in process or not completed, including labor and any expenses T2 Systems may have incurred up to the effective date of termination;
 - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 Systems in writing that it has done so;
 - (v) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), and 13 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.
- (f) No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. DISPUTE RESOLUTION.

- (a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties.
- (b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.
- (c) Choice of Law. Intentionally deleted.

14. GENERAL PROVISIONS.

- (a) Assignment. Intentionally left blank.
- (b) Entire Agreement. Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.

- (c) Piggyback Cooperative Purchasing. Intentionally left blank.
- (d) Enurement. This Agreement shall be binding upon and enure to the benefit of T2 Systems, Customer and their respective successors and permitted assigns.
- (e) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, closure of Customer's university campus by the University's President, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.
- (f) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (g) Notices. Intentionally left blank.
- (h) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (i) Publicity. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party. For the avoidance of doubt, Customer will post the final executed contract and any applicable contract modifications for access by the general public without T2 Systems approval.
- (j) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.
- (k) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (l) Counterparts. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- (m) International. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (n) Compliance with Laws. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- (o) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.

- (p) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

ATTACHMENT C

Flex® Software Subscription Addendum

THIS FLEX® SOFTWARE SUBSCRIPTION ADDENDUM ("ADDENDUM") GOVERNS THE PROVISION AND USE OF THE FLEX® SOLUTION AND SERVICES PURCHASED BY UNIVERSITY OF MARY WASHINGTON ("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

1. **BACKGROUND.** The parties have entered into a Master Customer Agreement ("Agreement"). This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
 - (a) **"Authorized Purposes"** means Customer's use of the Software for the Customer's internal parking business operations.
 - (b) **"Authorized Concurrent Users"** means the Customer's users authorized to access and use the Software up to the permitted number of authorized users as set forth in the Quote.
 - (c) **"Client Components"** means components of the Software, which T2 Systems makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.
 - (d) **"Technical Support"** means:
 - Assistance with upgrading T2 Flex® Software
 - Assistance with upgrades to Oracle database releases
 - Assistance with installation of Oracle patches
 - Access to Crystal Reports library of 400+/- reports
 - Authorized Concurrent Users may participate in on-line T2 Systems training on Software upgrades
 - Database rebuilds or repairs
 - (e) **"Guaranteed Minimum Commitment"** INTENTIONALLY LEFT BLANK.
 - (f) **"Hardware Error"** means a defect in the Hardware that prevents Authorized Concurrent Users from accessing the Software through the Hardware.
 - (g) **"Hardware Fee"** means the fee set forth in the Quote. The Hardware Fee is subject to change as provided in 8(b).
 - (h) **"Hosting Services Fee"** means the fee set forth in the Quote for the initial term of the Hosting Services. The Hosting Services Fee is subject to change as provided in 8(b).
 - (i) **"Hosting Services"** means that T2 Systems will install, operate, and maintain the Software on the Hosting System, and provide to Customer access to the Hosting system sufficient for Customer to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Software by way of the Internet.
 - (j) **"Hosting System"** means the computer and network equipment owned and maintained by T2 Systems or its designated third party and the operating software licensed by T2 Systems or its designated third party.
 - (k) **"Installation Date"** means the date the Software goes into production mode or the date a Software application is downloaded for use by the Customer.
 - (l) **"Professional Services Fee"** means the fee set forth in the Quote for the initial term of the Professional Services. The Professional Fee is subject to change as provided in 8(b).
 - (m) **"Remote Access Equipment"** means the equipment necessary for Customer to access the Hosting System via the Internet. The Remote Access Equipment is to be provided by Customer.
 - (n) **"Subscription Fee"** means the Subscriptions as set forth in the Quote. The Subscription Fee for the terms after the initial Subscription Term may be changed as provided in 8(b).
 - (o) **"Subscription Term"** means the Initial Term and all renewal terms.
 - (p) **"Software"** means T2 Flex® and all related T2 Flex® software applications and components as specified in the Quote.
 - (q) **"Subscriptions"** means the Software services subscribed to hereunder.

- (r) **"Quote"** means the document executed by T2 Systems and Customer which is referenced herein.
- (s) **"Time and Materials Basis"** means an hourly basis at the rate specified in the Quote, together with reimbursement of expenses.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. SOFTWARE SUBSCRIPTION.

- (a) **Software Subscription.** T2 Systems grants to Customer a non-exclusive, right to use the Software for its Authorized Concurrent Users, as set out on the Quote. T2 Systems grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of Authorized Concurrent Users for access to the Software exceed the number specified on the Quote. T2 Systems has the right to monitor the number of Authorized Concurrent Users. Customer may increase the number of Authorized Concurrent Users upon payment of the applicable fees.
- (b) **Term.** The Subscriptions granted in this Addendum are for the term specified in 9(a).
- (c) **Warranty of Functionality.** T2 Systems warrants to Customer beginning from the date T2 Systems installs the T2 Flex® Software, for the Subscription Term of the Agreement, the Software will provide at least the functionality contained in the then-current product literature as posted on T2 Systems' corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Customer advising T2 Systems of any failure of the T2 Flex® Software to perform within ninety (90) days after the Installation Date or download date. The notice to T2 Systems shall specifically identify the error or errors. T2 Systems' services in connection with the correction of the errors shall be provided without charge to Customer. The Software will remain in compliance with current Payment Card Industry security standards at all times.

4. HARDWARE.

- (a) **Applicability.** The provisions of this Section 4 apply only if Quote states that T2 Systems or an authorized T2 Systems distributor will sell hardware (the "Hardware") and related software. In addition, the provisions of Section 4 only apply to Hardware purchased through T2 Systems or an authorized T2 Systems distributor.
- (b) **Hardware Warranty.** T2 Systems warrants to the Customer that the Hardware will be free from defects in workmanship and materials, under normal use, for one (1) year from the date the Hardware is delivered.
- (c) **Exclusive Remedy.** Customer will notify T2 Systems should a Hardware Error occur during the warranty period. Customer's sole and exclusive remedy shall be, at T2 Systems' sole option and expense, to repair or replace the Hardware parts which have been found to be defective. At T2 Systems' sole discretion, parts may be repaired as opposed to being replaced. T2 Systems may replace parts with others of like kind and quality. T2 Systems will provide service at any T2 Systems service center or at such other location as may be designated by T2 Systems. Customer agrees to follow the Return Materials Authorization Process as set forth in 4(g).
- (d) **Hardware Repair Limitations.** T2 Systems' liability for Hardware repairs under this Addendum shall be limited to the actual cash value of the Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2 Systems, nothing herein shall obligate T2 Systems to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Hardware. Customer agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Addendum only applies to the operation of the Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Hardware manufacturer. Customer shall perform all preventative maintenance recommended by the Hardware manufacturer to maintain the Hardware in operating condition and Customer agrees that any loss or damage resulting from the failure to provide the Hardware manufacturer's recommended maintenance is not covered by this Addendum.

- (e) **Obsolete Hardware.** While it is T2 Systems' intention to support Hardware for as long as is technically and financially feasible, T2 Systems reserves the right to discontinue maintenance and support of obsolete Hardware six (6) months after providing written notice to Customer. After that time, T2 Systems will offer repair services at the then-current standard rates for time and materials for the obsolete Hardware so long as parts and labor are reasonably available.
- (f) **Engineering Modifications.** All products of T2 Systems are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 Systems may, but shall not be required, to, modify, or update products shipped prior to a current production standard.
- (g) **Return Materials Authorization (RMA) Process.** In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall call T2 Systems technical support in order to determine the cause of the malfunction. If T2 Systems technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 Systems or other service location as directed by the T2 Systems technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 Systems service center. Customer is responsible for all freight and insurance charges inbound to the service center. T2 Systems is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item.
- (h) **Restocking Fee for Returned Hardware.** The Customer may return Hardware within thirty (30) days of delivery if the Hardware is in an unsoiled, undamaged, new, and re-saleable condition. T2 Systems charges up to a twenty five percent (25%) restocking fee on all Hardware that is returned. A credit will be issued to the Customer thirty (30) days only after the Hardware is inspected and determined by T2 Systems to be in unsoiled, undamaged, new and re-saleable condition. The Customer will pay for all freight charges to T2 Systems' designated facility.
- (i) **The remedies set forth in this Section 4 are Customer's exclusive remedies related to the Hardware.** T2 Systems' entire liability shall be limited to replacement, repair, or refund of the purchase price paid, at T2 Systems' option.

5. HOSTING SERVICES.

- (a) **Software Installation.** T2 Systems shall install the Software on the Hosting System.
- (b) **Access.** In consideration of the payment of the Hosting Services Fee, T2 Systems will provide Customer access to the Software via the Hosting Services and Hosting System. Customer may access the Hosting System using Customer's Remote Access Equipment. T2 Systems shall undertake commercially reasonable efforts to provide Customer with consistent service in a shared hardware environment sufficient to access the Software on T2 Systems Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for scheduled routine maintenance performed. T2 Systems shall monitor T2 Systems' Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Customer. Customer shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Customer's sole cost and expense.
- (c) **Hours of Operation.** Generally, connectivity will be available seven (7) days per week, twenty-four (24) hours per day. Customer's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Customer's telecommunications provider to provide an Internet connection. Whenever practical, scheduled maintenance activities will be performed outside the hours of 8:00 a.m. and 8:00 p.m. EST. Notice of scheduled maintenance shall be posted on the T2 Communities at <https://t2systems.force.com/Customer/s/>
- (d) **Maintenance and Updates.** T2 Systems shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Software to its Customers.
- (e) **Passwords and Security.** Customer is responsible for the confidentiality of its passwords and Authorized Concurrent User IDs for the use of the Software on the Customer's Remote Access Equipment. Customer acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Customer, and that any transactions under Customer's password will be deemed to have been performed by Customer.

6. PROFESSIONAL SERVICES.

- (a) **Applicability.** The provisions of this Section 6 apply if the Quote states that T2 Systems will provide additional technical, development or installation services in association with this Agreement (collectively, the **"Professional Services"**) a description of which shall be set out in a Statement of Work, executed by T2 Systems and the Customer which is incorporated and referenced hereto. Subject to payment by Customer of any Subscription Fee which is due, T2 Systems grants to Customer a non-exclusive right to use the Software and any additional enhancements or customization in connection with the use of the Software.
- (b) **Software Development.** If the Customer determines that the Software requires additional enhancements or customization, T2 Systems shall provide a Quote for development services relating to software development on a time and materials basis.
- (c) **Correction of Professional Services Errors.** Customer shall notify T2 Systems within thirty (30) days' time after T2 Systems advises Customer of its completion of the work if the Professional Services do not execute in accordance with the Customer's specifications. The notification shall include the detailed variances and information necessary for T2 Systems to verify the variances. T2 Systems, upon receipt of the notification and verification of the detailed variances, shall modify the work so that it shall conform to the Customer specifications. The passage of the thirty (30) day period after T2 Systems advises the Customer that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.

7. TECHNICAL SUPPORT.

- (a) **Technical Support Services.** T2 Systems offers the Customer technical support as described in Section 2(g).
- (b) **Technical Support Hours.** T2 Systems offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding holidays.
- (c) **Updates and Enhancements.** To the extent that T2 Systems releases an updated or enhanced version of the Software during the Subscription Term, T2 Systems will make the updated version of the Software available for download at no additional charge.
- (d) **Technical Support Exclusions.** T2 Systems will not be responsible for failure to correct a problem to the extent that T2 Systems is unable to replicate the problem, or if the problem is caused by: (i) misuse of the Software, (ii) failure by Customer to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2 Systems, (iv) any change in applicable operating system software, or (v) the failure of Customer to install updates to the Software provided by T2 Systems. A Customer who is not current with their payment of Subscription Fees pursuant to Section 8, will not be eligible for technical support. In any such event, T2 Systems will advise Customer and, upon request, will provide such assistance as Customer may reasonably request with respect to such problem at T2 Systems' then-current standard rates for time and materials.
- (e) **Cooperation.** Customer acknowledges (i) that certain services or obligations of T2 Systems hereunder may be dependent on Customer providing certain data, information, assistance, or access to Customer's systems, (collectively, **"Cooperation"**), and (ii) that Cooperation may be essential to the performance of such services by T2 Systems. The parties agree that any delay or failure by T2 Systems to provide services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by T2 Systems shall not be deemed to be a breach of T2 Systems' performance obligations under this Addendum.
- (f) **Supported Versions of Software.** T2 Systems requires all T2 Flex® Software and applications to be the current or next most recently released versions. T2 Systems reserves the right to upgrade any T2 Systems hosted T2 Flex® version with twenty four (24) hour notice to the Customer. Notice may be provided via email or phone.

8. PAYMENT.

- (a) **Fees.** The Subscription Fee, Hosting Services Fee, Professional Services Fee, any additional agreed upon fees (collectively, the **"Subscription Service Fees"**) and Hardware Fees shall be payable according to the terms set forth in the Quote once the Customer receives access to the licensed Product Partial periods shall be prorated.
- (b) **Change in Fees.** After the Initial Term, T2 Systems will increase the Subscription Fee and the Hosting Services Fee and any additional agreed upon fee up to five percent (5%) percent per year.

- (c) Invoices. Subscriptions Fees and Hosting Services Fees are generally invoiced on an annual basis in advance. Invoices for payment of amounts due to T2 Systems under this Addendum shall be itemized in reasonable detail. If Customer does not dispute any part of an invoice, Customer shall pay the amounts due within thirty (30) days of receipt. If Customer disputes one or more items of an invoice, Customer shall: (i) pay T2 Systems within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the Finance Department of T2 Systems within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the Finance Department of T2 Systems of each item in dispute and the basis therefore shall be deemed acceptance of those items, and Customer shall pay T2 Systems therefore.
- (d) Failure to Make Payment. If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2 Systems shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection. The non-exclusive Subscription granted pursuant to this Addendum may be terminated by T2 Systems upon thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Addendum.
- (e) Payment by Automated Clearing House. Customer shall make payment to T2 Systems by Automated Clearing House debit, check or credit card in the amount payable hereunder. Furthermore, Customer agrees to submit such payment to T2 Systems so that payment is received by T2 Systems on or before the Subscription Fee due date. If paid by credit card, the Customer acknowledges a convenience fee may be applied as applicable by State law.

9. TERM AND TERMINATION.

- (a) Term. The term of the Subscriptions granted in Section 3 and the provision of support under Section 7 shall commence once the Customer receives access to the licensed Product for the period set forth in the Quote ("Initial Term"). This Addendum will renew for an additional term of one (1) year effective immediately after the expiration of any then current term, upon mutual agreement by both parties in writing, unless T2 Systems or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.

If the Customer delays installation beyond the timeline in the Statement of Work, the Customer may incur additional installation fees. If a delay in installation is caused by T2 Systems, the initial term of this Addendum shall commence at the date the Software is installed and the Customer executes the installation verification acknowledgement.

- (b) Reengagement. When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:

1. All Professional Services Fees completed to date.
2. All hard costs, including incurred travel and travel expenses.
3. Any rebooking fees.
4. A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional PM hours) would be billed at the reengaged project.

Upon written notice to T2, if the Customer does not reengage the project, the Agreement shall terminate in accordance with Section 9(c).

- (c) Termination. Customer may terminate the Subscriptions granted in this Addendum, any Technical Support, Professional Services, and Hosting Services by notice of non-renewal given in accordance with Section 9(a) or by notice given in accordance with the provisions of the Agreement.

T2 Systems may terminate the Subscriptions granted in this Addendum and any support under Section 7 by notice of non-renewal given in accordance with Section 9(a), or upon fifteen (15) days prior written notice in the event Customer uses the Software in a manner not permitted under the Addendum.

Nothing in this Addendum or any other agreement between the parties shall prohibit T2 Systems from contracting with, or providing Hardware, Software or Services to any other party to service the same end users contemplated by this Addendum.

- (d) **Return of Materials.** Upon termination or expiration of this Addendum, Customer shall destroy all copies of the Software and any other materials received from T2 Systems and submit to T2 Systems a written statement certifying that through Customer's best efforts, and to the best of Customer's knowledge, all copies of the Software including all copies of Client Components, and any other materials received from T2 Systems, have been destroyed.
- (e) **Return of Customer Data.** Upon termination or expiration of this Addendum, T2 Systems shall, at Customer's request, return two (2) sets of Customer's data in an Oracle standard database export format. Any special requests for a different format or additional data dumps can be provided for an additional cost to the Customer.
- (f) **Outstanding and Future Payment Obligations.** All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Addendum.

10. RESTRICTIONS ON USE OF THE SOFTWARE.

- (a) **No Distribution.** Customer may not distribute or sublicense the Software to any person.
- (b) **No Sublicense. Persons Authorized to Use.** Customer may not resell accounts or sublicense persons to use the Software other than Authorized Concurrent Users.
- (c) **No Reverse Engineering.** Customer agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible). The Addendum does not give Customer the right to have access to any source code for the Software.
- (d) **Passwords.** Customer shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

11. MISCELLANEOUS.

- (a) **Survival.** The provisions of Sections 5(e), 8(c), 9(d), 9(f), 10, and 11(b) and all obligations of Customer to pay or reimburse T2 Systems for any amounts arising under this Addendum, shall survive any termination of either this Addendum or the non-exclusive subscription granted hereunder.

ATTACHMENT D

NuPark to Flex Migration SCOPE OF WORK

STATEMENT OF WORK

University of Mary Washington

Place Holder Until Finalized



STATEMENT OF WORK

University of Mary Washington

Sales Manager	<u>Melina Morokhovich</u>	Sales Engineer	<u>Debbie Rauchegger</u>
Created Date	<u>11/26/2024</u>	SOW Expiration Date	11/30/2024
Customer Number	4416	Referenced Quote Number	Q-42418

Statement of Work



Introduction

T2 Systems, Inc. (T2) has been engaged to partner with University of Mary Washington ("Customer"), to implement T2 Flex Permits and Enforcement ("Solution"). This Statement of Work (SOW) outlines the general scope, level of effort, and associated responsibilities required to implement the quoted Solution. The active participation by both T2 and Customer project teams is crucial to the process, as deliverables are time sensitive and require task coordination and completion by multiple resources.

The Statement of Work and any Quotes, Addendums, Change Orders and Project Schedule are incorporated by reference and shall be governed by the terms of the executed T2 Master/Flex Agreement. The SOW governs the deliverables and process for the project engagement. The SOW is developed in conjunction with the Quote.

Project Term

The parties anticipate that T2's Services will begin on January 27, 2025 ("Start Date") and the parties estimate that services will be completed by April 27, 2025 ("End Date"). The Start Date or End Date are only valid if this document is executed by Expiration Date on the cover page.

The project timelines may be extended due to delays in executing this SOW, availability of required Hardware and Software, availability of Customer or T2 personnel, fulfillment of Customer responsibilities or changes to the project scope or functional specification.

In addition, any schedule or scope changes due to the Customer not meeting the agreed deliverables will initiate the Change Management process described below and may result in additional fees.

Project Overview

T2, is pleased to provide the SOW as part of this fixed bid estimate. T2 will agree on the use of time of the project based on the project deliverables found within the Scope Statement addendum to this SOW. During the project T2 will take reasonable endeavors to incorporate any requests from the Customer during the project. Customer recognizes that such requests may alter the estimates provided and any requests that are outside of the scope of what is discussed in the requirements sessions will be proposed as a change order. Both parties will endeavor to manage the use of each other's time in the most effective way.

This Statement of Work, along with the scope statement appendices covers what was documented and agreed to be implemented during the sales process and supersedes all prior agreements. It does not cover perceptions or assumptions based on conversations, written or solution demonstrations that took place outside of the process.

Project Management

T2 and Customer will each appoint a Project Manager, prior to beginning any portion of the services covered under this SOW, who will be responsible for T2's project management responsibilities. The Project Managers will work with internal T2 and Customer resources to review project scope, resources, timelines and deliver the project scope outlined in this SOW. The T2 Project Manager will be the Customer's single

Statement of Work



point of contact and manage all activities on the project, and alternatively the Customer Project Manager will be the main point of contact for T2 resources.

T2 Responsibilities

1. Provide appropriate knowledge transfer and guidance such that Customer can effectively carry out your project responsibilities.
2. T2 Systems will work with Customer to design an initial project plan. T2 will be responsible to manage and maintain the T2 project plan and communicate major milestones.
3. Provide initial and ongoing documentation from any required design workshops, testing scripts, implementation guidelines, and other project collateral necessary to implement and support the product.
4. Management of all required T2 Systems resources allocated and tasks assigned to the project.
5. T2 Systems will be responsible for writing and distributing documentation specific to Customer's implementation and business processes as they relate to the Solution.
6. Additional tasks and responsibilities as outlined in the scope addendum.

Customer Responsibilities

1. Communicate business processes to T2 Systems during requirement workshops.
2. Provide an adequate project team and access to all necessary personnel including but not limited to end users, Directors, Managers, IT staff, and other Stakeholders.
3. Follow and adhere to T2 implementation methodology.
4. Provide expertise on any existing systems and infrastructure to facilitate easy creation and modifications.
5. Manage and maintain their internal project plan. T2 will work with Customer to design an initial unified project plan.
6. Maintain documentation generated from this project.
7. In a reasonable and timely manner, complete any acceptance testing and formal deliverable sign-off.
8. Assist in writing of any required acceptance testing scripts and plans.
9. Complete on-demand training classes available in the Training section of the T2 Online Community.
10. Additional tasks and responsibilities as outlined in the scope addendum.

Project Assumptions

- Customer will be responsible to manage and maintain your own internal project plan and adhere to mutually accepted project deliverables and deadlines. The project timelines, deliverables, and scope may be adjusted if the Customer fails to meet or requests changes to these requirements. As a result, the Change Management process will be initiated, which may result in additional costs and reengagement fees.
- Software configuration requirements will primarily be discussed and implemented remotely via web meetings and conference calls. All post-deployment support will be performed remotely, unless

Statement of Work



additional on-site support is defined and agreed to in the contract and as part of this Statement of Work and supporting documents.

- Any changes to core Solution functionality identified during the implementation will go through a software change request process for requesting T2 custom development quote, which may impact project timeline. If approved, any new custom development functionality will be addressed through the Change Management process.
- All attempts will be made by both Customer and T2 to continue under the original scope of the project as defined in this Statement of Work and supporting documents.

Change Management Process

The Change Management Process covers changes to the Project including scope, schedule, and deliverables during the project timeline covered by this SOW. In the event that either party identifies a requirement out of scope or an approach to a requirement that is greater than the originally planned scope, the issue should be raised to the Project Managers to determine if:

- The requirement is a simple change and falls within the current plan, but may impact a change to timeline or priority
- The requirement is significant enough to warrant a de-scoping of other requirement(s) in exchange for the newly identified requirement
- The requirement is both critical and significant enough to result in a Change Order

In all cases, any change to a requirement will be documented in a Change Order. The Change Order will describe the change, the reason for the change, impacts to the planned scope, timeline and/or resources and will be subject to financial penalties and additional fees for the documented Change Request.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval (via a signed Change Order) to proceed. Change Orders will be invoiced based on the payment terms described in the original quote. The new scope will not proceed until the Change Order is executed.

Travel & Expenses

Reasonable travel and out-of-pocket expenses will be invoiced separately (including state sales tax). Any travel that is required beyond that specified in the Quote will require written approval from the Customer, and such travel will be invoiced accordingly. If no travel expenses have been included as part of this Statement of Work any requested or needed travel will require written approval from the Customer's project's Executive Sponsors or Project Manager before scheduling.

NuPark to Flex: Ongoing Investment Commitment

The University's existing NuPark Agreement provides for the following annual subscription (current term expires 10/31/2024): \$36,545.42.

Through our migration program offering, T2 is committed to honoring the University of Mary Washington's existing subscription rate through transition to the T2 Flex Platform. The T2 Master Agreement and this Statement of Work will detail the T2 products and services provided and also reflect the following annual subscription pricing:

Statement of Work



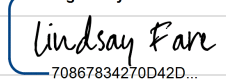
\$36,545.42 (Year 1), with an ongoing annual 5% increase

In order to accommodate this offering, the following terms are assumed:

- Flex will be implemented according to the Scope Statement provided.
- Without exception, no additional features/services outside your current scope will be included under this pricing.
- Additional offerings will be made available but will require a quote to be approved by the customer.
- Customers will be responsible for any new hardware (or upgrades), as required.
 - We understand some customers may be in need for an LPR hardware 'refresh'.
 - New equipment will certainly be made available but will require an approved quote.
- Implementation & Training Services will be completed remotely.
 - Any onsite services required will be quoted for customer approval.

Authorization to Begin Work

T2 requires written authorization to enroll customers into the Flex Migration Program. Delivery of Services is dependent upon receiving written authorization from the Customer. The signature below represents the Customer's approval for T2 to commence work on this project as currently defined, with an agreement to pay all fees incurred in the delivery of such work.

T2 Systems, Inc.	University of Mary Washington	Signed by:
Signature:	Signature:	
Print Name:	Print Name:	Lindsay Fare
Title:	Title:	Senior Contract Officer
Date:	Date:	11/26/24



SCOPE STATEMENT

PERMIT AND ENFORCEMENT SOLUTION FOR UNIVERSITY OF MARY WASHINGTON

Scope Statement



T2 Flex Software

General Information

University of Mary Washington is a former NuPark customer hosted by T2 in the Indianapolis hosting facility location. This T2 Permit and Enforcement Management Implementation will be replacing their existing NuPark system.

Data to Convert

T2 will convert permit and citation data as described from the following sources:

- Standard conversion from a SQL database
 - 1 sample files and final file
- Citations
 - All unpaid
 - 5 years of all
- Permits
 - 5 years
- Data is hosted by T2

Configuration

T2 will consult with you to determine your business needs and work with you to configure Flex to satisfy those business needs using standard Flex functionality.

Enforcement

- Enforcement to allow citation issuance with the Mobile Enforcement Application (MEA)
 - Citation printed at the time of issuance.
 - No LPR/No pay by phone
 - Will use electronic tire chalking for timed spaces
- Issued about 2,000 annually
- There are no late fees, escalations, or accumulations.
- No notices are sent. Only appeal decisions.

Scope Statement



- All citations are transferred to Banner shortly after issuance (4 transfers per day). No payments are accepted in the office or through the portal. Paid at Banner outside of parking management system.
- Manual DMV Lookups for VA, no Out of State lookups
- UMW allows appeals
 - Appeals must be submitted within 20 calendar days
 - Citations have to be recalled from Banner
 - If appeal denied, citations get resent to Banner
 - Administrative, no hearings/in person
 - Only recipient can appeal
 - Appeal decision is final

Permits

- All Physical
- About 2000 – 3000 annually (employee permits expire every other year so number is higher in those years)
- Eligibility based on subclass
- Permits and pricing based on subclass and location
- Student Permits – prorate monthly during fall and spring semester; Faculty/Staff – no charge
- Permits are sold through portal; billed to student accounts; picked up in the office
- Permit Types
 - Apartment Resident
 - Campus Contractor/Volunteer
 - Commuter Student Off Campus
 - Eagle Landing Resident
 - Faculty/Staff
 - Freshman Exception
 - Resident Decal
 - Summer 5, 10, and 8 week
 - Temporary
 - VIP
- Timeframes for permits are:
 - Annual for student and contractors
 - biannual for Faculty/Staff and VIP
 - Summer 5, 10, and 8 week permits

Scope Statement



- weekly temporary permits as needed.

Interfaces

T2 will consult with you to determine your business needs and work with you to implement the following interfaces between Flex and other departments or organizations.

- Import Students/Employees – one file
- Banner Export File – employee fine/student fine/student permits

Reports/Letters

T2 will consult with you to determine your business needs and work with you to implement the following identified reports and letters.

Notices needed:

- Appeal confirmation
- Appeal Results that are emailed

Reports:

- Banner Reconciliation Report – used to reconcile NuPark to Banner (daily and monthly)
- Transactions by Payment Method - used to reconcile NuPark to Banner (daily)
- Citations Issued by Date Range – Excel – used to reconcile NuPark to Banner (daily and monthly)
- All Permit Sales - used to reconcile NuPark to Banner (monthly)
- Citations Reduced/Voided - used to reconcile NuPark to Banner (monthly)
- Appeal decisions Summary
- Citations Count by Officer
- Unpaid Citations
- Citations with no customer
- Returned permits by Type
- Web permit sales

Scope Statement



T2 FlexPort Solutions

T2 will consult with you to determine your business needs and work with you to implement the following identified FlexPort Solutions using standard functionality.

- CAS Authentication
- Guest Accounts
- No IPG – always billed to Banner
- List FlexPort Solutions
 - Accounts – should be able to update vehicle information but not remove vehicles from their account
 - Citation Appeals
 - Permits – only annual permits online; 30-day temporary permits are issued when annual permits are purchased

Citations & Enforcement

Supporting Document to SOW



Customer Questionnaire

1. How many citations do you issue per year? Estimated 2,000
2. Do your fines increase based on number of violations or citation aging? No fine increases
3. Do you allow citation appeals? If so, are they handled internally or sent out to an external court system? Administrative appeals, no re-appeal
4. Do you send notices or letters of any kind to individuals who have received citations? Appeal decision letters
5. Are your citation fines collected by your operation, or are they transferred to an outside agency for collection? What options do your customers have to make payment on a citation? All citations are transferred to Banner, no payment in office or online

Assumptions

1. Customer will provide full citation enforcement information, including: violation codes and fine amounts, full list of issuing officers, valid issuance locations, late fee amounts and schedules
2. If printable ticket stock is needed, the customer will be responsible for making contact with their vendor of choice and ordering stock at such a time that it will be available prior to go-live.
3. Examples of any citation or appeal letters will be provided by the customer at project kickoff and their Flex equivalents will be created using report credits from purchased bundles.
4. Delays in documentation of citation configuration will put project go-live dates in jeopardy.

Flex Permits Supporting Document to SOW



Customer Questionnaire

1. How many permits do you issue per year? How many different permit types do you issue (such as annual, semester, quarterly, monthly, temporary, etc)? 2000-3000. Employee permits expire every other year so there are more in those years. Types: Apartment Resident, Campus Contractor/Volunteer, Commuter Student Off Campus, Eagle Landing Resident, Faculty/Staff, Freshman Exception , Resident Decal, Summer 5, 10, and 8 week, Temporary, VIP
2. Do you issue any of your permit types at different rates for different groups? Does the cost of your permits change over time? If so, on what schedule? Yes – employee permits are no charge, student permits prorate monthly
3. Are you currently using or planning to use virtual permits? Only use physical permits
4. Do your customers renew their existing permits or purchase new permits as they expire? Purchase new permits
5. Do you determine residential permit eligibility based on customer address? No

Assumptions

1. Customer will provide full permit series information, including: cost, full number range, valid locations, customer eligibility, effective date ranges, and sale dates.
2. If printable temporary permits are in use, customer will provide examples at project kickoff. Printable permit templates will be created using report credits from purchased bundles.
3. Customer will be responsible for fulfillment of purchased permits. If this process needs to be automated, the customer will need to purchase PermitDirect.
4. Examples of any permit letters will be provided by the customer at project kickoff and their Flex equivalents will be created using report credits from purchased bundles.
5. If permits will be used with Flex PARCS for access control, a sample credential and credential specifications will be provided at project kickoff by the customer.
6. Delays in documentation of permit structure will put project go-live dates in jeopardy.

FlexPort Accounts Supporting Document to SOW



Customer Questionnaire

1. Will customers log in utilizing an external authentication method (LDAP, CAS, Shibboleth), be allowed to create new guest accounts, or both? CAS and guest
2. Do you allow customers to add and/or edit mailing address, email addresses, and phone numbers? If so, is there a specific subset of each that they should not be allowed to edit. No, customers should not be able to edit this data.
3. Are there custom data fields that the customer should be allowed to edit? No.
4. Do you allow customers to add and edit vehicles to their account? If so, are they forced to add a vehicle if there isn't one on their account? They can add and edit their vehicle information, but they cannot remove vehicles.
5. Should they be able to view their permits, citations, appeals, letters, and waitlists? Yes to all but waitlists b/c there aren't any.

Assumptions

1. If an external authentication system is used, the corresponding Authentication intake document should be completed.
2. There is a limit of up to 5 custom data fields that can be maintained by the customer within FlexPort.

FlexPort Citation Appeals Supporting Document to SOW



Customer Questionnaire

1. What appeal agreement text should display for users before they go through the appeal process? TBD
2. How many days after a citation is issued can it be appealed? 20 calendar days
 - a. If re-appeals are allowed, how many days after initial judgment can a citation be re-appealed? No re-appeals
3. Do you allow appeals on already paid citations? Citations are transferred to student accounts right away. When citations transfer, student should still be able to appeal within the 20 day limit.
4. Are there any violation Codes that cannot be appealed?no
5. Are customers able to pay citations that are currently under appeal?no
6. When gathering addresses and Emails what special address type and Email type do you want to use? Typically, these should be used ONLY for appeals. Will use Appeal address/email address
7. When searching for a citation to appeal should the license plate be required in the search? For added security it is recommended that this be TRUE. Yes
8. When appealing a citation should any attachments be required, if so which ones and how many (up to 3)? None required, but should be allowed.

Assumptions

1. The customer is already processing Appeals in Flex or has another SOW documenting how the appeal process is to be set up in Flex.

FlexPort Citation Appeals Supporting Document to SOW



2. The customer is already using FlexPort to look up and pay Citations or has another SOW documenting the FlexPort Citations Payment process.

T2 Systems - Confidential Quotation



Bill To:
University of Mary Washington
1301 College Ave.
Fredericksburg, Virginia 22401
United States

Prepared By:
Melina Morokhovich

Prepared For:
Maie Makin

For: University of Mary Washington
Quote ID: Q-42418
Date Issued: 11/1/2024
Expires: 11/30/2024

Ship To:
University of Mary Washington
Parking Management, 1301 College Ave.
Fredericksburg, VA 22401
United States

Richard V. Hurley
(540) 654-1020
rhurley@umw.edu
EIN: 54-6001757

Subscriptions

Product Name	Product Code	Sales Price	Total
Annual Subscription Software			
Year 1 (11/1/24 – 10/31/25)	100.2080	USD 36,545.42	USD 36,545.42
Year 2 (11/1/25 – 10/31/26)	100.2080	USD 38,372.69	USD 38,372.69
Year 3 (11/1/26 – 10/31/27)	100.2080	USD 40,291.32	USD 40,291.32
TOTAL:			USD 115,209.43

Year 1 Total: USD 36,545.42
Year 2 Total: USD 38,372.69
Year 3 Total: USD 40,291.32

Tax Amount: USD 0.00
Tax Comments: PST Exemption note: PST Taxes will be removed upon invoicing.

Additional Information:
Freight Term: FOB-VEND-PP
Payment Terms:
IRIS Profile:
End User: University of Mary Washington
GP Customer Number: 4416

Billing Terms

Subscriptions will be invoiced upon order processing.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

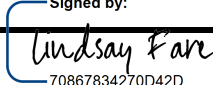
Quote is developed in conjunction with the applicable Statement of Work. If any billing term language conflicts occur, Standard Billing Term section in Statement of Work document takes precedence.

Upon signature by Customer and submission to T2 Systems Inc., this Quote shall become legally binding. By signing and submitting this Quote, Customer expressly agrees and acknowledges that all products and services purchased by the Customer pursuant to this Quote shall be governed exclusively by the terms and conditions set forth in this Quote, the terms of which can be found at <https://www.t2systems.com/terms-conditions/> (the "Terms and Conditions"), subject to the terms of any applicable existing MSA or other written agreement between Customer and T2 Systems that expressly take precedence over the Terms and Conditions. By signing and submitting this Quote, Customer represents and warrants that the signatory below has the authority to bind Customer to the terms of this Quote and that Customer has had the opportunity to review the Terms and Conditions.

Quote Number: Q-42418
PO Required?

IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.

Customer

	Signed by:
Signature	
	70867834270D42D...
Print Name	Lindsay Fare
Title	Senior Contract Officer
Date	11/26/24
PO #	