FLORIDA INTERNATIONAL UNIVERSITY
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the "Terms") are hereby attached to the purchase order and/or agreement, together with any invoices, attachments, appendices, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or otherwise issued in connection therewith (collectively, the "Agreement"), constitutes the entire and exclusive agreement between The Florida International University Board of Trustees ("FIU") and the vendor identified in the Agreement (the "Vendor"). FIU's approval and acceptance of the Agreement is conditioned on Vendor's agreement that any terms different from or in addition to these Terms, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Agreement, even if Vendor purports to condition its acceptance of these Terms on FIU's agreement to such different or additional terms. Vendor's electronic acceptance, receipt of payment, acknowledgement of these Terms, or commencement of performance constitutes Vendor's acceptance of these Terms. If any discrepancy, difference or conflict exists between the various provisions of these Terms and the Agreement, these Terms shall control.

1. PAYMENT. Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post-audit; payment procedures and invoice requirements are available on FIU's Office of the Controller's Payment Services website. FIU will make payment in accordance with FIU Regulation FIU-2202. If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar ($1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by FIU. Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-3889. FIU may make payments to Vendor via the University's EFT/ACH payment process. Vendor shall provide the necessary information to FIU upon request. If Vendor is making payment to FIU, Vendor shall pay timely and not offset any amounts or be cause for termination.

2. TAXES. FIU is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of FIU's Certificate of Exemption will be made available upon request. Vendor is responsible for applicable taxes under the Agreement.

3. VENDOR STATUS. Vendor will supply FIU with a complete vendor application and accurate W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply FIU with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.

4. AVAILABILITY OF FUNDS. FIU's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.

5. AUDIT & RECORD KEEPING. Vendor will cooperate with FIU and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by FIU and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at FIU's Modesto A. Maidique Campus or other location designated by FIU upon reasonable notice to FIU. FIU will provide Vendor with reasonable notice of the need for such.

6. TRAVEL. Vendor shall not charge FIU for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that FIU is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and FIU's University Travel Expense Policy (FIU Policy 1110.060), and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to FIU. Any expenses in excess of the amounts prescribed shall be borne by Vendor.

7. INDEMNITY. Nothing in the Agreement shall be construed as FIU's indemnification of the Vendor or as a waiver of sovereign immunity except to the extent permitted by and limitations of Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless Florida International University, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.

8. ASSUMPTION OF RISK. Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.

9. INFRINGEMENT. Vendor represents that any goods or services furnished or provided to FIU, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by FIU infringes a trademark or copyright of a third party; provided that FIU notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.

10. TERMINATION. Upon giving at least thirty (30) days written notice, or as may otherwise be provided in these Terms, FIU may terminate the Agreement with no further obligation to Vendor, other than to pay for goods received and/or services rendered and accepted in compliance with the Agreement prior to the date of termination. Additionally, if Vendor defaults under the Agreement and does not cure its default within fourteen (14) days after written notice thereof, FIU may immediately terminate the Agreement.

11. INSURANCE.

a. FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU, and will provide its Certificate of Insurance upon request; FIU is not required to obtain additional insurance for the Agreement.

b. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement, name FIU as additional insured on the Vendor's policies. **If Vendor is required to obtain specific insurance under paragraphs 43, 44 or 45 of these Terms**, then the policy must carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to FIU, then the Vendor will be required to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, FIU may terminate the Agreement. Vendor shall do nothing that will adversely affect FIU, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. FIU reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

12. ADVERTISING OR PUBLICATION. Neither Vendor nor any of its subcontractors or affiliates shall cause or allow the name of FIU or any FIU logo or mark (or any variation thereof), or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of FIU. Except with the prior written consent of the other party, no party shall make any press or media announcement concerning the Agreement. In the case of FIU, consent must be provided by its Senior Vice President for External Relations or its designee.

13. RELATIONSHIP OF THE PARTIES. Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered FIU employees or agents. Vendor is retained by FIU only for those purposes and to the extent set forth in the Agreement.

14. PROHIBITIONS. Vendor is prohibited from (a) incurring any debt on behalf of FIU; (b) entering into any contract, arrangement, or transaction which binds FIU to any extent or creates any obligation on FIU; or (c) utilizing FIU's name, credit, reputation, good-will, resources, or assets for any purpose.

15. GOVERNING LAW. The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state courts located in Miami-Dade County, Florida.

16. DELETION. Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by FIU to the Vendor; (b) Restrictions on the hiring of the Vendor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Vendor's liability; (f) Indemnification of the Vendor by FIU; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.

17. NON-WAIVER. Except as otherwise provided in the Agreement, failure by FIU to insist on strict performance of any provision of the Agreement, complain of any action, non-action, or default of the Vendor, or to exercise any right or privilege, shall not constitute a waiver of FIU's rights hereunder.

18. ASSIGNMENT. The Agreement may not be assigned, whether by operation of law or otherwise, subcontracted or modified by either party except as agreed to in writing and signed by the Parties, and the Agreement shall be binding upon the Parties' successors and assigns.

19. THIRD PARTY BENEFICIARIES. The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.

20. ACCESS TO WORK. If applicable, FIU shall at all times have access to review the ongoing work of Vendor for purposes of inspecting the same and determining that the Vendor's performance is in accordance with the terms of the Agreement.

21. OWNERSHIP OF WORKS. FIU shall retain all rights, title and interest in any content, data or other intellectual property owned or supplied by FIU.

22. CONFIDENTIALITY/PRIVACY. Vendor acknowledges and agrees that any and all documents, materials and information furnished to the Vendor by FIU or its affiliates in connection with the Agreement (the "Confidential Information") are and shall remain at all times proprietary, and the sole property of FIU. Vendor shall not disclose Confidential Information to third parties unless it obtains FIU's prior written consent

prior to such disclosure. Vendor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA), and Vendor shall obtain, in advance, all necessary permissions and consents in regards to its collection and/or receipt of any such Confidential Information or PII. In the event that FIU will share with Vendor or provides access to Vendor of any Protected Health Information ("PHI"), as that term is defined by state or federal law, in order to perform the Agreement, FIU and Vendor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees that, upon request from FIU or upon the termination or expiration of the Agreement, Vendor shall return to FIU, and shall erase, destroy, and render unreadable as applicable, all Confidential Information, PII and PHI from all files, hard drives, computer or network systems, backup systems, cloud storing services or from any other location containing any such information, and certify in writing to FIU that these actions have been completed within thirty (30) days of the termination or expiration of the Agreement or within seven (7) days of the request of FIU, whichever shall come first. In the event of a breach of any of Vendor's obligations herein, Vendor agrees to indemnify, hold harmless and defend FIU against any claims, damages, or other harm related to such breach. In the event the Vendor required by subpoena or other judicial or administrative process or by law to disclose such records PII, PHI, or Confidential Information, the Vendor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information; and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. This provision shall survive the expiration or earlier termination of the Agreement.

23. PUBLIC RECORDS. FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and FIU will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by FIU to perform the service; (2) Upon request from FIU's custodian of public records, provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to FIU; and (4) upon completion of the Agreement, transfer, at no cost, to FIU all public records in possession of Vendor or keep and maintain public records required by FIU to perform the service. If Vendor transfers all public records to FIU upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU's public records custodian, in a format that is compatible with FIU's information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify Vendor of such request, and Vendor must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with the request for records, FIU shall enforce the terms of the Agreement, and Vendor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT recordsmanagement@fiu.edu, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

24. COMPLIANCE WITH LAWS. In the performance of the Agreement, Vendor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Vendor shall also comply with all applicable FIU policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

25. COMPLIANCE WITH EXPORT CONTROL REGULATIONS. The Vendor acknowledges they must comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export controlled products, technology and/or software ("goods") to FIU, Vendor will provide FIU with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

26. COMPLIANCE WITH PCI-DSS. Vendor represents and warrants that while Vendor is providing goods/services to FIU and/or has involvement with FIU customer cardholder data, the software and services used for processing transactions shall be compliant with the most recent version of the Payment Card Industry Security Standards Council (https://www.pcisecuritystandards.org/) in effect at the time of service delivery. Vendor will treat all FIU provided infrastructure and resources as public and non-secure, regardless of measures FIU may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to FIU that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. Vendor shall, upon written request, furnish proof of compliance with PCI DSS within 10 business days of the request. Vendor agrees to provide to FIU a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to FIU a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as submitted by an Approved Scanning Vendor (ASV). If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify FIU, and FIU will have an option to terminate this contract and receive a refund for unrendered services. Vendor further agrees to comply with FIU's Payment Card Processing Policy (see FIU Policy 1110.025, as it may be updated).

27. CERTIFICATION. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).

28. LOBBYING. Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

29. UNAUTHORIZED ALIENS. The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for FIU'S unilateral cancellation of the Agreement.

30. EQUAL OPPORTUNITY. **Florida International University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

31. NO CONFLICT OF INTEREST. Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with FIU, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement.

32. PRISON REHABILITATIVE INDUSTRIES (PRIDE). If, in providing the goods and/or services to FIU pursuant to the Agreement, a product or service is required, and such product or service is certified by or is available from PRIDE, and has been approved in accordance with subsection (2) of Florida Statutes §946.515, the following language is a part of the Agreement: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THE AGREEMENT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2), AND (4), F.S.; AND FOR PURPOSES OF THE AGREEMENT THE PERSON, FIRM, OR OTHER BUSINESS (THE VENDOR) CARRYING OUT THE PROVISIONS OF THE AGREEMENT SHALL BE DEEMED TO BE SUBSTITUTED FOR FIU INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33. VOCATIONAL REHABILITATION. If, in providing the goods and/or services to FIU pursuant to the Agreement, a product or service is required, and such product or service is included on the procurement list established by the commission pursuant to Florida Statutes §413.035(2), the following language is a part of the Agreement: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THE AGREEMENT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THE AGREEMENT THE PERSON, FIRM OR OTHER BUSINESS ENTITY (THE VENDOR) CARRYING OUT THE PROVISIONS OF THE AGREEMENT SHALL BE DEEMED TO BE SUBSTITUTED FOR FIU INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

34. AGREEMENTS RELATED TO FIU'S AGREEMENT WITH UNITED STATES OF AMERICA. IF FIU HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE **FEDERALLY FUNDED PROJECTS SUPPLEMENTAL ADDENDUM**, THE MOST RECENT VERSION OF WHICH CAN BE FOUND ON FIU'S OFFICE OF THE GENERAL COUNSEL'S WEBSITE (SEE: CONTRACTS & FORMS >

PROCUREMENT > SUPPLEMENTAL ADDENDA).

35. E-VERIFY: All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

36. AUTHORITY TO EXECUTE. The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.

37. FACSIMILE SIGNATURES ALLOWED. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.

38. SURVIVAL. Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.

39. SEVERABILITY. Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.

40. NOTICE. Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.

41. AMENDMENTS. The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.

42. COUNTERPARTS; FACSIMILES. The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.

43. ADDITIONAL TERMS FOR THE PURCHASE OF GOODS.

a. Goods. As used in these Terms, "Goods" shall mean all those items and/or products specified in the Agreement.

b. Changes. Any changes to the Goods shall be negotiated in advance by the Parties and agreed to in writing. If a change causes an increase or decrease in cost and/or time required for performance of the Goods, an equitable adjustment shall be made and the Agreement shall be modified accordingly. If price, terms, shipping date or any other expressed condition of the Agreement cannot be achieved or met by Vendor, FIU must be notified and must accept in writing any variation prior to shipment or delivery.

c. Delivery of Goods. Vendor hereby agrees to on-time delivery based upon the timeline set forth in the Agreement. If the Agreement does not specify a delivery date (the "Delivery Date") or timeline, Vendor shall provide the Goods as if time is of the essence. Changes, modifications or any delay resulting from FIU that prevents Vendor from achieving the Delivery Date shall not constitute a breach of the Agreement by Vendor. If Vendor anticipates a delay in the delivery of the Goods, Vendor shall immediately notify FIU. In the event that Vendor fails to deliver the Goods by the Delivery Date not due to the fault of FIU, or Vendor fails to deliver conforming Goods, FIU may purchase substitute Goods elsewhere and charge Vendor for any additional expense incurred relating to the purchase of such substitute Goods. Vendor shall deliver all Goods in accordance with the terms of the Agreement. If delivery of the Goods is not complete by the Delivery Date, FIU may, without liability, and in addition to its other rights and remedies, terminate the Agreement, by notice effective when received by Vendor, as to Goods not yet delivered or rendered. Acceptance (as defined below) of any part shall not bind FIU to Accept any future shipments nor deprive it of the right to return Goods already Accepted.

d. Acceptance. For purposes of these Terms, "Acceptance" means the point at which FIU accepts or is deemed to accept the Goods in accordance with the terms set forth in the Agreement. Acceptance shall include the terms "Accept" and "Accepted." As a condition precedent to payment for the Goods by FIU to Vendor, the Goods shall be deemed to have been Accepted (i) in the absence of written notification of non-Acceptance by FIU to Vendor within a reasonable period of time, or (ii) upon timely delivery of the Goods identified herein to the shipping address specified on the face of the Agreement and the examination and confirmation that the Goods conform to their applicable specifications. FIU retains the right to reject any non-conforming Goods and shall not be obligated to Accept any non-conforming Goods.

e. Risk of Loss. Vendor assumes all risk of loss of or damage to all Goods ordered and all work in progress, materials, and other items related to the Agreement until the same are finally Accepted by FIU. Vendor assumes all risk of loss of or damage relating to any Goods, work in progress, materials, and other items rejected by FIU until the same are received by Vendor or Accepted by FIU.

f. Warranty. In addition to Vendor's standard warranty relating to the Goods, Vendor warrants that the Goods to be delivered pursuant to the Agreement (i) are of merchantable quality and free from defects in material or workmanship, (ii) shall conform to all specifications or other descriptions furnished to and approved by the Parties, (iii) comply with all applicable international, federal, state and local laws, rules and regulations (including, without limitation, those concerning health, safety, and environmental standards) which bear upon Vendor's performance, (iv) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by FIU, and (v) are not restricted in any way by any patents, copyrights, mask work, trademark, trade secrets, or intellectual property, proprietary or contractual right of any third party. In addition, Vendor warrants that FIU shall have good and marketable title to all Goods (including components thereof) purchased pursuant to transactions contemplated under the Agreement, free of all liens and encumbrances and that no licenses are required for FIU to use such Goods. The terms of this Section shall not be waived by reason of Acceptance or payment of the Goods by FIU.

g. Shipping. Vendor shall substantially pack, mark and ship all Goods in a manner to secure the lowest, reasonable transportation cost and in accordance with the shipping instructions contained in the Agreement and the requirements of common carriers. If no shipping instructions are included, Vendor will ship goods FOB Destination. Vendor shall be liable for any difference in shipping charges arising from its failure to follow the shipping instructions contained herein or properly describe the shipment. Vendor must include Agreement No. on all: invoices, B/L, cases, bundles packing lists and correspondence. Vendor will include a packing list showing contents of that container in each container shipped. FIU will accept delivery of goods only between 8:30 A.M. and 4:30 P.M.EST Mondays through Fridays at Central Receiving; no deliveries will be accepted on University and State of Florida holidays. Vendor must get prior approval from a purchasing agent at the Purchasing Department for changes in delivery times. The Parties agree to assist each other in the prosecution of claims against carriers.

h. Toxic Substances. In compliance with 29 CFR 1910.1200, if the Agreement involves the shipping of any item designated as a toxic substance such shipment must be in compliance with the law and accompanied by a Material Safety Data Sheet.

i. Inspection. Payment for the Goods provided under the Agreement shall not constitute Acceptance thereof. FIU may inspect and test such Goods and reject any/all items that are, in FIU's sole judgment, non-conforming. Goods rejected or supplies in excess of quantities ordered may be returned to Vendor at its expense. Failure by FIU to inspect and/or test the Goods shall not be deemed Acceptance by FIU.

j. Cancellation. FIU may for any reason and at any time, at its option cancel any unshipped Goods. A termination penalty may not be charged to FIU. To the extent the Agreement covers stock Goods, FIU's only obligation is to pay for Accepted Products prior to such cancellation. To the extent the Agreement covers Goods manufactured or fabricated to FIU's specifications, Vendor shall immediately cease all performance hereunder upon receipt of notice of cancellation, and, if Vendor is not in default, FIU shall reimburse Vendor for the actual, direct cost to Vendor of such Goods which have, at the time of such cancellation, been wholly or partially manufactured and title to all such Goods shall pass to FIU. Unless FIU shall have otherwise instructed Vendor, Vendor agrees that it will not manufacture Goods in reserve in an amount greater than the number of manufactured Goods that it has shipped to FIU at any one time.

k. Force Majeure. FIU may delay delivery, performance, or Acceptance of the Goods ordered hereunder in the event of causes beyond its control. Vendor shall hold such Goods at the direction of FIU, and Vendor shall deliver the Goods when the cause affecting the delay is eliminated. FIU shall be responsible only for Vendor's direct additional costs incurred by holding the Goods at FIU's request. Causes beyond FIU's control shall include, without limitation, government action or failure to act where required, strike or other labor trouble, fire or similar catastrophe, and severe weather or other acts of God.

44. ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.

a. Deposit. Unless non-state funds are being used to pay, FIU cannot make deposits or prepay any amounts. Any deposits made by FIU are refundable.

b. Cancellation. FIU may cancel the Agreement by giving Vendor at least ten (10) days prior written notice of cancellation. If FIU cancels the Agreement for reasons other than breach by Vendor, FIU shall only be liable for payment of services rendered and accepted by FIU prior to the date of notice of cancellation, and in addition, FIU will reimburse Vendor for Vendor's out-of-pocket expenses related to the performance of the Agreement that were incurred by Vendor prior to notice of cancellation if such expenses are non-refundable/non-returnable. However, such expenses of Vendor will only be reimbursed to the extent permitted by Fla. Stat. §112.061 and FIU's Travel Policy, as detailed in paragraph 6 (Travel) of these Terms.

c. Limited Use of Tapes/Recordings. FIU is granted the right to tape and/or record the performance; however, such tapes or recordings shall only be used for archival and/or educational purposes for the benefit of FIU's students, faculty and staff.

d. Insurance. In addition to paragraph 11b of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and FIU, with an insurer reasonably acceptable to FIU: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury and contractual liability in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; (ii) Workers Compensation Coverage, to be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. In the event the Vendor is exempt by law from carrying Worker's Compensation insurance, Vendor must provide proof of exemption. The Vendor shall deliver to FIU true and correct copies of certificates of such insurance and/or exemption. The certificate shall indicate that the Commercial General Liability policy carries an endorsement which names ***The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents,*** as additional insureds. The Vendor's policy shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

e. Failure to Perform. Any failure of Vendor to perform may be excused only for proven sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions

beyond the control of the Vendor. Vendor or Vendor's agent must notify FIU immediately of any reason which might result in Vendor's failure to perform on the scheduled date. FIU reserves the right to approve/substitute any other performer for Vendor in the event that Vendor is not able to perform as scheduled.

f. Public Officials. In accordance with state and federal election laws, regulations and guidelines, public officials visiting an FIU campus for nonpartisan events or functions sponsored or hosted by FIU shall comply with the following guidelines:

(i) All appearances, questions/answers sessions, speeches or similar communications should be made in an academic setting and should not involve any campaign speeches, rallies or events;

(ii) Campaigning, including fundraising, is prohibited;

(iii) A nonpartisan atmosphere must be maintained in the premises; and

(iv) If the public official is also a candidate for an upcoming or future election:

1. The public official shall appear and speak in a non-candidate capacity;
2. The public official shall appear and speak for reasons other than his or her candidacy;
3. The public official shall not refer to his or her own candidacy or that of any other candidate in his or her speech;
4. The public official's campaign staff shall not be permitted to solicit campaign contributions or campaign support;
5. Neither the public official or his/her staff will be permitted to coordinate or encourage the display of campaign banners or decorations or encourage distribution of the public official's campaign materials;
6. Any communications of the public official related to the public official's attendance at the event, before, during or after the event, shall clearly indicate the capacity in which the public official is appearing or appeared and should not mention the candidacy or the upcoming election; and
7. Any communication of the public official related to the public official's attendance at the event, before, during or after the event, shall not insinuate, imply or suggest the appearance of FIU's support or opposition of the public official in his/her capacity as a candidate.

45. ADDITIONAL TERMS FOR HOTEL/MEETING SPACES.

a. Deposit. Unless non-state funds are being used to pay, FIU cannot make deposits or prepay any amounts. Any deposits made by FIU are refundable.

b. Cancellation. Cancellation fees, liquidated damages fees, etc. may only be assessed if FIU cancels the Agreement for the sole purpose of holding the event at another location, and FIU fails to give the Vendor at least 30 days' advance notice (72 hours' notice if Agreement is for meeting rooms only and Vendor is unable to rent the meeting rooms to another person/entity). In any case, cancellation fees shall be limited to the cost of the room rental only. FIU, in lieu of paying cancellation fees, at its sole option, may agree to book another event with the Vendor in order to mitigate damages.

c. Food/Parking/Incidentals. FIU is not responsible for charges made by attendees.

d. Insurance. In addition to paragraph 11b of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policy for the joint benefit of the Vendor and FIU, with an insurer reasonably acceptable to FIU: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury, products/completed operations and contractual liability in the minimum amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate. The Vendor shall deliver to FIU true and correct copies of certificates of such insurance. The certificates shall indicate that the Commercial General Liability policy carries an endorsement which names ***The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents,*** as additional insureds. The Vendor's policy shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

e. Americans With Disabilities Act ("ADA").

(i) *Compliance by the Vendor*. The Vendor is responsible for complying with the public accommodations requirements of the ADA not otherwise allocated to FIU, including: (a) the "readily achievable" removal of physical barriers to access to the meeting rooms (e.g., speakers' platform and public address systems), sleeping rooms, common areas (e.g., restaurants, rest rooms, and public telephones); (b) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Vendor other than other individuals (e.g., Braille room services menus or reader); and (c) the modification of the Vendor's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied).

(ii) *Compliance by FIU*. FIU is responsible for complying with the following public accommodations requirements of ADA: (a) the "readily achievable" removal of physical barriers within the meeting rooms utilized by FIU which FIU would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Vendor; (b) any extraordinary costs for special auxiliary aids requested by the attendees/FIU shall be borne by FIU provided the Vendor notifies FIU in advance and in writing; and (c) the modification of FIU's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate in the program.

(iii) *Mutual Cooperation in Identifying Special Needs*. FIU shall attempt to identify in advance any special needs of disabled registrants, faculty, and guests requiring accommodations by the Vendor. Each party will notify the other party in writing of such needs for accommodation as soon as FIU is aware of such needs. Whenever possible, FIU shall copy the Vendor on correspondence with attendees who indicate special needs as covered by ADA. The Vendor shall notify FIU in advance and in writing of requests for accommodations which it may otherwise receive to facilitate identification by FIU of its own accommodation obligations or needs as required by ADA.

46. ADDITIONAL TERMS FOR THE PURCHASE OF SOFTWARE AND INFORMATION SERVICES.

a. Infringement. In accordance with paragraph 9 (Infringement) of these Terms, Vendor represents and warrants that its software and/or hardware, as applicable, and any related systems, documentation and/or services related thereto (collectively, the "Materials") furnished to FIU will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other intellectual or proprietary right of any third party. However, in the event an injunction or order is obtained against FIU for the use of the Vendor's Materials or, if in the Vendor's opinion, the Materials are likely to become the subject of a claim of infringement or violation of a copyright, trademark, trade secret, or other intellectual or proprietary right of a third party, Vendor shall, at its expense, either (a) Procure for FIU the right to continue using the Materials; or (b) At no additional cost to FIU, replace or modify the Materials so that it becomes non-infringing, but only if the modification or replacement does not adversely affect the specifications of the Materials or its use by FIU; or (c) If neither (a) nor (b) above is practicable, Vendor shall remove the Materials from FIU and shall issue a credit for the Materials to FIU, less an equitable refund or adjustment reflecting the value of the Materials during the remainder of term of the Agreement and FIU's cost of replacement. Thereafter, any license involved shall be considered canceled.

b. Use of Information. FIU may distribute any information or service based upon, generated by, or involving the use of the Materials as long as the Materials is not distributed to individuals outside of FIU. The Materials may be distributed if it is permitted by the Agreement. FIU may create and retain a copy of the Materials and related documentation for back-up and disaster recovery purposes, and for archival purposes for use after the termination or expiration of the Agreement.

c. Public Records. In addition to paragraph 23 (Public Records) of these Terms, if any of the Materials are considered confidential or trade secret pursuant to applicable Florida law and are exempt from the Florida Public Records Laws, FIU, in accordance with such laws, will not disclose to any third party such Materials that are clearly marked as such unless otherwise authorized in writing by the Vendor. This provision shall survive the termination or expiration of the Agreement.

d. Insurance. In addition to paragraph 11b of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and FIU, with an insurer reasonably acceptable to FIU: (i) Professional Liability insurance with a minimum per claim liability limit amount of $1,000,000 (ii) In the event the Vendor is hosting FIU information, Cyber Liability insurance will be required with a minimum aggregate liability limit amount of $1,000,000. The Vendor shall deliver to FIU true and correct copies of certificates of such insurance. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the expiration or termination of the Agreement.

e. Information Security. To the extent applicable to Vendor's performance under the Agreement, Vendor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor further agrees to the following:

(i) *Network Standards*: Vendor agrees that it shall, at least, meet those standards that FIU applies to its own network (see FIU Policy 1910.005, as it may be updated);

(ii) *Data Security*: Vendor agrees to protect and maintain the security of any FIU data (including, but not limited to, Confidential Information, PII, and PHI) with protection that is at least as good as or better than that maintained by FIU. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated (see FIU Policy 1930.020, as it may be updated);

(iii) *Data Transmission*: Vendor agrees that any and all transmission or exchange of system application data with FIU and/or any other Parties expressly designated by FIU, shall take place via secure means, e.g., HTTPS or FTPS;

(iv) *Data Storage*: Vendor agrees that any and all FIU data will be stored, processed, and maintained solely on designated target servers and that no FIU data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of the Vendor's designated backup and recovery process;

(v) *Domain Encryption*: Vendor agrees that any websites hosted by Vendor on behalf of FIU shall be on an encrypted domain in compliance with the minimum security standards (see FIU Policy 175.150, as it may be updated);

(vi) *Data Encryption*: Vendor agrees to store any FIU backup data as part of its designated backup and recovery process in encrypted form, using no less than 128-bit key;

(vii) *Password Protection*: Vendor agrees that any portable or laptop computer that resides at any FIU facility, has access to a FIU network, or stores any non-public FIU data is equipped with strong and secure password protection;

(viii) *Data Re-Use*: Vendor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor further agrees that no FIU data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested Parties except on a case-by-case basis as specifically agreed to in writing in advance by FIU;

(ix) *Data Destruction*: Vendor agrees that, upon termination or expiration of the Agreement, it shall erase, destroy, and render unreadable all FIU data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first; and

(x) *Notification and Data Breaches*: Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend FIU against any claims, damages, or other harm related to such event.

47. ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.

a. Termination. The Agreement may be terminated by FIU by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. FIU may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, FIU shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by FIU.

b. Key Personnel. Vendor may only reassign or substitute Key Personnel upon consent by FIU, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Vendor's control, provided that prior notice of such reassignment or substitution is delivered to FIU. Additionally, Vendor shall substitute Key Personnel upon FIU's reasonable request.

c. Ownership of Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under the Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) shall be property of FIU whether created individually by the Vendor or jointly with FIU, on or off premises. If Vendor is providing software, FIU may create and retain a copy of the Vendor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. This provision shall survive the expiration or earlier termination of the Agreement.

d. Access to Work. Although Vendor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet FIU's standards and approval and shall be subject to FIU's general right of inspection to secure the satisfactory completion thereof.

e. Non-Compete. If Vendor is acting as a consultant to FIU and is representing FIU's interests in dealings with other third parties, Vendor shall not accept employment with or act as an independent contractor for such third parties for a period of one (1) year after the Agreement is terminated**.**

f. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

48. SPECIFIC ADDITIONAL TERMS FOR ROYALTY AGREEMENTS.

a. Warranties. Vendor represents and warrants that Vendor is the sole author and/or lyricist and/or composer and/or arranger of the works detailed in the Agreement (the "Material"); that said Material is Vendor's own original work and creation (except such part thereof as is taken from public domain) and is not a copy of any other copyrighted work; that Vendor has not sold, assigned, leased licensed or in any manner disposed of or encumbered the rights herein granted to FIU; and that Vendor has the right to enter into the Agreement. Vendor agrees to indemnify and hold Publisher harmless from all loss, liability, damages and expenses due to breach of said representations and warranties.

b. Royalties. The term "Vendor," as used in the Agreement, is deemed to mean all of the undersigned persons. Any and all Royalties to be paid under the Agreement shall be paid jointly to the said persons if there be more than one, and shall be divided equally among them unless otherwise indicated on the Agreement.

c. Likeness. Vendor grants FIU the right to use Vendor's name, photograph, likeness, facsimile signature and biographical material in, on and in connection with publications, recordings and advertisements of, containing or relating to the Material.

d. Tapes/Recordings. FIU shall be entitled to tape and/or record the performance(s); however, such tapes or recordings shall only be used for archival and/or educational purposes for the benefit of FIU's students, faculty and staff.

e. Cancellation. FIU's only obligation shall be to pay Vendor the Royalty outlined in the Agreement, and is not obligated to actually use the Material.